



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, DECEMBER 14, 2020 – 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 may be meeting in the Council Chambers, however, seating is very limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0ZOeEIOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

****If you would like to speak 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, December 14th

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Amended Agreement, Joint Exercise of Governmental Powers and to Establish a Division Line Between Corporate Boundary Lines
 1. Public Hearing
 2. Resolution No. 055 (2020/2021): A Resolution approving an Amendment to the Annexation Moratorium Agreement with the City of Ames
 - B. Proposed Annexation of Territory Into the City of Nevada, Iowa
 1. Public Hearing

2. Resolution No. 056 (2020/2021): A Resolution approving the Annexation of Territory into the City of Nevada, Iowa – Verbio Nevada, LLC and Union Pacific Right-of-Way
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 November 23, 2020
 - B. Approve Payment of Cash Disbursements, including Check Numbers 74817-74930 and Electronic Numbers 865-876 (Inclusive) Totaling \$705,512.16 (See attached list)
 - C. Approve Financial Reports for Month of October and November, 2020
 - D. Approve Renewal of Class "C" Liquor License and Sunday Sales Privileges for MiCasta, 1115 6th St, Effective December 15, 2020
 - E. Approval of Shuck-Britson Bridge Inspection Agreement
 - F. Approve CIRTPA Representatives for Calendar Year 2021, Larry Stevens-Primary and Casey Patton-Alternate
 - G. Approve Lighting proposal (Fire Station and revised City Hall) to LED bulbs and receive rebates from Alliant Energy through their Small Business Energy Solutions Program
 - H. Approval of Garbage Licenses for 2021
 1. Waste Management
 2. Pratt Sanitation
 3. Arends Sanitation
 4. Aspen Waste
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

7. OLD BUSINESS

- A. Central Business District Project, Con-Struct, Inc.
 1. Approve Change Order No. 4 in the amount of \$9,257.38
 2. Approve Pay Request No. 9 for the Central Business District Project from Con-Struct Inc., in the amount of \$203,345.20
- B. W Avenue Paving Project, Absolute Concrete
 1. Change Order No. 3 in the amount of \$6,853.49
 2. Resolution No. 057 (2020/2021): A Resolution accepting the W Avenue Paving Project as Complete
 3. Approve Pay Request No. 7 in the amount of \$14,406.12
- C. Resolution No. 058 (2020/2021): A Resolution approving the Economic Development Financial Assistance Contract by Mid States Material Handling & Fabrication, Inc., Vier Enterprises, The City of Nevada and the Iowa Economic Development Authority, Contract Number 21-HQJP-006

- D. Resolution No. 059 (2020/2021): A Resolution accepting the SCORE Sanitary Sewer Project as Complete and Authorizing Final Payment with conditions
- E. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)

8. NEW BUSINESS

- A. Approve Agreement with Consumers Energy to provide service to the new Wastewater Treatment Facility
- B. Request from Your Life Iowa Crisis and CICS Mobile Response Banners and Yard signs for Display
- C. Resolution No. 060 (2020/2021): A Resolution approving Amendment No. 1 to the Intergovernmental Contract with City of Ames regarding Fire and EMS Services in the area Around the Intersection of Highway 30 and Interstate 35
- D. Approve Extension of Nevada Senior Citizens Agreement for use of the Nevada Senior Community Center

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

10. ADJOURN

The agenda was posted on the official bulletin board on December 10, 2020, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2020-12-14.DOC



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, DECEMBER 14, 2020 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

1. PUBLIC HEARING(S)

A. Amended Agreement, Joint Exercise of Governmental Powers and to Establish a Division Line Between Corporate Boundary Lines

1. Public Hearing

Enclosed you shall find documents pertaining to the extension of a 28E agreement between Nevada and the City of Ames.

2. Resolution No. 055 (2020/2021): A Resolution approving an Amendment to the Annexation Moratorium Agreement with the City of Ames

Enclosed you shall find a resolution amending the current agreement to establish a new division line between our respective corporate boundary lines.

B. Proposed Annexation of Territory Into the City of Nevada, Iowa

1. Public Hearing

Enclosed you shall find documents to annex the following described real estate owned by Verbio and Union Pacific Railroad Right-of-Way.

2. Resolution No. 056 (2020/2021): A Resolution approving the Annexation of Territory into the City of Nevada, Iowa – Verbio Nevada, LLC and Union Pacific Right-of-Way

Enclosed you shall find a resolution to approve Verbio's 100 acres west of 590th street and north of the Railroad tracks, including territory comprising of less than twenty percent of railway right-of-way

7. OLD BUSINESS

A. Central Business District Project, Con-Struct, Inc.

1. Approve Change Order No. 4 in the amount of \$9,257.38

Enclosed you shall find a change order to install a drain in bump-out, a concrete pad around a window well, rock landscaping, and modification of two streetlight pole bases.

2. Approve Pay Request No. 9 for the Central Business District Project from Con-Struct Inc., in the amount of \$203,345.20

Enclosed you shall find a certification for payment pertaining to the CBD project.

B. W Avenue Paving Project, Absolute Concrete

1. Change Order No. 3 in the amount of \$6,853.49

Enclosed you shall find a change order for adjusting final quantities for W Avenue paving project.

2. Resolution No. 057 (2020/2021): A Resolution accepting the W Avenue Paving Project as Complete

Enclosed you shall see a resolution accepting the completion of W Avenue with the exception of retaining \$1,000.

3. Approve Pay Request No. 7 in the amount of \$14,406.12

Enclosed you shall see an application for payment from Absolute Concrete pertaining to W Avenue Paving Project.

- C. Resolution No. 058 (2020/2021): A Resolution approving the Economic Development Financial Assistance Contract by Mid States Material Handling & Fabrication, Inc., Vier Enterprises, The City of Nevada and the Iowa Economic Development Authority, Contract Number 21-HQJP-006

Enclosed you shall see the Financial assistance contract with Mid-States, The City of Nevada, and Iowa Economic Development Authority for their expansion.

- D. Resolution No. 059 (2020/2021): A Resolution accepting the SCORE Sanitary Sewer Project as Complete and Authorizing Final Payment with conditions

Enclosed you shall see a Resolution accepting the completion of the SCORE Sanitary Sewer with a retainage of \$2,500 for seeding next spring.

- E. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)

Enclosed you shall find the current resolution regarding Emergency Measures during COVID-19 for discussion and follow-up.

8. NEW BUSINESS

- A. Approve Agreement with Consumers Energy to provide service to the new Wastewater Treatment Facility

Enclosed you shall find an agreement for services to provide electrical utility service to the new WWTF site as part of Phase 2.

- B. Request from Your Life Iowa Crisis and CICS Mobile Response Banners and Yard signs for Display

Enclosed you shall see documents for consideration of banner and yard sign options to help promote Your Life Iowa Crisis line.

- C. Resolution No. 060 (2020/2021): A Resolution approving Amendment No. 1 to the Intergovernmental Contract with City of Ames regarding Fire and EMS Services in the area Around the Intersection of Highway 30 and Interstate 35

Enclosed you shall see a contract with the City of Ames and City of Nevada for both municipalities to render prompt services to travelers involved in accidents on Highway 30 and I-35.

- D. Approve Extension of Nevada Senior Citizens Agreement for use of the Nevada Senior Community Center

Enclosed you shall find an agreement for the extended use of Nevada Senior Center by the Senior Group. The Board and Seniors approve of the extension without changes.

CONSOLIDATED NOTICE OF PUBLIC HEARINGS

TO: All citizens and parties in interest who may be entitled to notice and opportunity to be heard on an Amended Agreement between the City of Nevada and the City of Ames for Joint Exercise of Governmental Powers and to Establish a Division Line Between Corporate Boundary Lines.

You, and each of you, are hereby notified that the City Council of the City of Nevada will hold a Public Hearing on the 14th day of December, 2020, at 6:00 p.m. at the Nevada City Hall,* 1209 6th Street, Nevada, Iowa. If you wish to attend the Hearing, please note that restrictions placed on gatherings due to the COVID-19 pandemic limit the number of in-person attendees. *All persons may participate virtually by going to:

<https://us02web.zoom.us/j/87961733099?pwd=UjRoTDI1UkZlczZlQj9MLOZQcEFlQldz0Q> OR by telephone by dialing any of the following: (312) 626-6799, (646) 558-8656, (301) 715-8592

Webinar ID: 879 6173 3099 Password: 287321

The City Council of the City of Ames will hold a Public Hearing on the 8th day of December, 2020, at 6:00 p.m. at the Ames City Hall,* 315 Clark Avenue, Ames, Iowa. *Due to the COVID-19 pandemic, this meeting will be conducted as an electronic meeting. All persons may participate virtually by going to:

<https://zoom.us/j/826593023> OR by telephone by dialing: US: 1-312-626-6799 or toll-free: 1-888-475-4499

Zoom Meeting ID: 826 593 023

The topic of both hearings is a proposal for the City of Nevada and the City of Ames to enter into an Amended Agreement for Joint Exercise of Governmental Powers and to Establish a Division Line Between Corporate Boundary Lines, which Division Line is described as follows:

A line extending from the northern county line of Story County at the center line of 590th Avenue and extending south along the center line of 590th Avenue, and along the center line of 590th Avenue extended, to the southern county line of Story County.

Further, the Amended Agreement provides for an annexation moratorium giving the City of Ames authority west of the Division Line and the City of Nevada authority east of the Division Line; joint coordination and cooperation between the cities; joint planning of public improvements to be effective for a period of ten years. You are further and specifically notified that at the times and places aforesaid all persons will have opportunity to be heard for or against said Amended Agreement. Following said hearings, the City Council of Nevada and the City Council of Ames will take action on said Amended Agreement without further notice or opportunity for hearing.

Dated this 4th day of November, 2020.

Kerin Wright, Nevada City Clerk
Diane Voss, Ames City Clerk

RESOLUTION NO. 055 (2020/2021)

**A RESOLUTION APPROVING AN AMENDMENT TO THE ANNEXATION
MORATORIUM AGREEMENT WITH THE CITY OF AMES**

WHEREAS, on or about December 14, 2010, the City of Nevada, Iowa entered into an Annexation Moratorium Agreement (the "Agreement") with the City of Ames, Iowa, in which the City of Nevada and the City of Ames agreed to establish compatible land uses for land adjacent to and between their respective corporate boundary lines, and encourage compatible development, and coordinate public infrastructure in these areas, to the maximum extent possible; and

WHEREAS, in that Agreement it was agreed that for a period of ten (10) years neither city would pursue annexation beyond 590th Street, meaning west of 590th Street would only be annexed by the City of Ames and east of 590th Street would only be annexed by the City of Nevada; and

WHEREAS, this Agreement has proven to be successful in eliminating the motivation for a rush by either city to annex up to the city limits and has encouraged coordination in the development of that corridor; and

WHEREAS, the City of Nevada has received a request from Verbio to annex their approximately 100 acres west of 590th Street and north of the railroad tracks (the "Verbio Property"), which requires an amendment to the Agreement; and

WHEREAS, it is in the public interest to extend the agreement for an additional period of 10 years (until December 14, 2030) and exclude the Verbio Property from the annexation restriction under the Agreement; and

WHEREAS, the City has conducted a public hearing as required by Iowa Code §368.4, upon proper notice and publication, on December 14, 2020.

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

1. The proposed Amendment to the Agreement Between the City of Ames and the City of Nevada, Iowa, Regarding the Establishment of A Division Line Between Corporate Boundaries, attached hereto, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 14th day of December, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

**AMENDMENT TO IOWA CODE CHAPTER 28E AGREEMENT BETWEEN THE CITY OF
AMES AND THE CITY OF NEVADA, IOWA, REGARDING THE ESTABLISHMENT OF A
DIVISION LINE BETWEEN CORPORATE BOUNDARIES**

WHEREAS, by Agreement dated December 14, 2010, the City of Ames, Iowa, and the City of Nevada, Iowa, entered into an agreement (hereinafter "28E Agreement") pursuant to Iowa Code Chapter 28E to establish a Division Line between their respective corporate boundary lines and to impose an annexation moratorium pursuant to Iowa Code Chapter 368; and

WHEREAS, Verbio North America, has entered into a contract to purchase 103 acres in Story County, Iowa, as described in Exhibit 'A' attached hereto; and

WHEREAS, the real property that is the subject of Verbio's purchase is within the annexation moratorium area identified in the 28E Agreement; and

WHEREAS, Verbio desires annexation of the real property identified in Exhibit 'A' to the City of Nevada and has requested an amendment to the moratorium as it relates to said property to facilitate annexation by the City of Nevada; and

WHEREAS the City of Ames and the City of Nevada agree that excluding said real property from the annexation moratorium is within the best interest of both cities provided that the Agreement is otherwise extended for another 10 years as provided in Iowa Code section 368.4;

NOW, THEREFORE, it is AGREED AS FOLLOWS:

The 28E Agreement entered into by the City of Ames (*pursuant to Resolution No. 10-562*) and the City of Nevada (*pursuant to Resolution No. 30 (2010-2011)*) is amended as follows:

(A) Section 3. Annexing Moratorium is amended to exclude only the real property identified in Exhibit 'A' attached hereto, and no other real property.

(B) Section 9. Effective Date and Duration is amended to extend the term for an additional ten years, or until December 14, 2030.

The 28E Agreement shall continue to have full force and effect in accordance with the terms thereof, subject, however, this Amendment.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the dates approval is indicated below.

[S I G N A T U R E S F O L L O W]

Passed and approved on _____, 2020, by Resolution No. 20-_____ adopted by the City Council of the City of Ames, Iowa.

CITY OF AMES, IOWA

By:

John A. Haila, Mayor

Attest:

Diane R. Voss, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2020, by John A. Haila and Diane R. Voss, as Mayor and City Clerk, respectively, of the City of Ames, Iowa.

NOTARY PUBLIC

Passed and approved on _____, 2020, by Resolution No. _____ adopted
by the City Council of the City of Nevada, Iowa.

CITY OF NEVADA, IOWA

By:

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA, COUNTY OF STORY, SS.:

This instrument was acknowledged before me on _____, 2020, by Brett Barker and
Kerin Wright, as Mayor and City Clerk, respectively, of the City of Nevada, Iowa.

NOTARY PUBLIC

Exhibit 'A' – Legal Description
(Real property excluded from Moratorium)

The East Three-Fourths of the Northwest Quarter of the Northeast Fractional Quarter ($E\frac{3}{4} NW\frac{1}{4} NE\frac{1}{4}$); Northeast Quarter of the Northeast Fractional Quarter ($NE\frac{1}{4} NE\frac{1}{4}$); East Three-Fourths of the Southwest Quarter of the Northeast Quarter ($E\frac{3}{4} SW\frac{1}{4} NE\frac{1}{4}$); Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4} NE\frac{1}{4}$); Northeast Quarter of the Southeast Quarter ($NE\frac{1}{4} SE\frac{1}{4}$) North of the R.R., East Three-Fourths of the Northwest Quarter of the Southeast Quarter ($E\frac{3}{4} NW\frac{1}{4} SE\frac{1}{4}$) North of the R.R.; all in Section 4, Township 83 North, Range 23 West of the 5th P.M., Story County Iowa.

[Containing approximately 103 acres, more or less].

City of Ames, Iowa, Resolution No. 10-562

City of Nevada, Iowa, Resolution No. 30 (2010/2011)

AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS
AND TO ESTABLISH A DIVISION LINE BETWEEN
CORPORATE BOUNDARY LINES

WHEREAS, it is in the public interest of the CITY OF AMES (hereinafter referred to as AMES), and the CITY OF NEVADA (hereinafter referred to as NEVADA), to establish compatible land uses for land adjacent to and between their respective corporate boundary lines, and encourage compatible development, and coordinate public infrastructure in these areas, to the maximum extent possible; and

WHEREAS, it is in the public interest of the cities of Ames and Nevada, to establish an annexation Division Line (hereinafter referred to as Division Line), between their respective corporate boundary lines;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE. Because of their close proximity leading to common corporate boundaries in the future, and their common desire to enhance the land use in the area adjacent to and between their respective corporate boundaries, it is in the public interest for Ames and Nevada to respectively pass resolutions to establish this AGREEMENT FOR JOINT EXERCISE OF GOVERNMENTAL POWERS AND TO ESTABLISH A DIVISION LINE BETWEEN CORPORATE BOUNDARY LINES (hereinafter referred to as AGREEMENT), to provide for communication and cooperation in developing each city's comprehensive plan in their respective territories adjacent to the Division Line, and to establish a Division Line more particularly identified in Section 2.

SECTION 2. DIVISION LINE. The aforementioned cities hereby agree upon the establishment of a Division Line, between the presently established corporate boundaries of the two Cities, which is legally describes as follows, all located in Story County, Iowa:

A line extending from the northern county line of Story County at the center line of 590th Avenue and extending south along the center line of 590th Avenue, and along the center line of 590th Avenue extended, to the southern county line of Story County.

A map of this description is attached as Exhibit A and made part of this agreement.

SECTION 3. ANNEXING MORATORIUM. In accordance with Iowa Code Chapter 368 (2009) and as defined therein, Ames and Nevada agree to an annexing moratorium as follows:

- A. Ames agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries, all or any part of the territory located to the east of the Division Line.
- B. Nevada agrees not to annex voluntarily or involuntarily, or otherwise incorporate within its boundaries, all or any part of the territory located to the west of the Division Line.

SECTION 4. APPLICABILITY. This Agreement is applicable to all annexation proceedings, both voluntarily and involuntary, and pending annexations as well as any that may be commenced in the future, to the fullest extent allowed and as provided by Iowa Code Chapter 368 (2009). All such proceedings which have been initiated but not completed are hereby amended to conform to this agreement, and any portion of any petition for annexation, whether voluntary or involuntary, in conflict herewith is hereby terminated and withdrawn. Completion is hereby defined as being approved by the City Development Board and duly recorded prior to the date of the second City's approval and signature on this Agreement.

Both cities agree not to annex territory in violation of this Agreement. Each city, and their officials, agents and representatives acting in their official capacities, agree not to aid or support in any way, any person, party, agency, or governmental body who may oppose, enjoin, or obstruct the other in the pursuit of any annexation that conforms with this Agreement. Terminology used in this Agreement shall be defined in the same manner as it is defined and used in Iowa Code Chapter 368, unless specifically defined herein.

SECTION 5. JOINT COORDINATION AND COOPERATION. The Cities agree to coordinate long range planning and zoning of development along the Division Line. The Cities shall coordinate their comprehensive plans for the territory located within 600 feet of the Division Line to the end that the uses proposed by one City may be compatible with the uses proposed by the other city; corridors are developed for future streets that would bisect the annexation line with the proposed classification of those streets; proposed corridors for pedestrian and bicycle traffic are identified; and any other matters agreed to by the Cities. This is not intended to establish that one City has control over the other City's legislative powers; rather it is intended to establish that the two Cities will coordinate and cooperate with each other in their planning and legislative powers for the land along the Division Line to the extent deemed acceptable by the respective Cities.

Pursuant to Iowa Code Section 354.9(3), Ames and Nevada agree that the subdivision standards and review authority granted by state law to the cities for the two miles from their respective and overlapping limits shall be handled as follows:

Ames shall have extra territorial review and approval authority west of the above-described Division Line.

Nevada shall have extra territorial review and approval authority east of the above-described Division Line.

SECTION 6. PUBLIC IMPROVEMENTS. Within one-eighth mile of the Division Line, the design and location of collector streets and other major thoroughfares, and major pedestrian and bicycle systems, which are or should be constructed in a size larger than customary for local service to adjoining property owners; or which should be continuous between the two Cities for the convenience of the public and the welfare of their citizens, shall be coordinated with both Cities.

Wherever practical, new streets and other public improvements shall not be located on or along the Division Line. Where such situations cannot be avoided or already exist, construction, reconstruction, or expansion of such public improvements shall be subject to the approval of each City and shall be jointly planned.

SECTION 7. RIGHTS AND OBLIGATIONS. This Agreement creates rights and obligations only between these two parties as governmental entities, and is to be interpreted, applied, and enforced by these entities only. It is not intended and shall not be interpreted to create any rights, title, or interest in any other person, firm, corporation, or entity, whether or not resident or taxpayer of either City, and whether directly or as a third party beneficiary.

SECTION 8. STATUTORY AUTHORITY. This Agreement is entered into by Ames and Nevada pursuant to Iowa Code Section 368.4, and is joint exercise of governmental powers, pursuant to Iowa Code Chapter 28E. It does not create a separate legal entity; grants no power to purchase, own, or mortgage real or personal property; creates no governing board; and does not have an operating budget.

SECTION 9. EFFECTIVE DATE AND DURATION. The effective date of this Agreement shall be the later of approval dates of the two Cities. This Agreement shall be in full force and effect for a period of ten years after the aforementioned effective date, and thereafter as provided by any agreement to extend this Agreement. This Agreement may be amended at any time upon approval of both City Councils.

SECTION 10. SEPARABILITY. If any section, provision, or part of this Agreement shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

CITY OF AMES, IOWA

By: Ann H. Campbell
Ann H. Campbell, Mayor

By: Diane Voss
Diane Voss, City Clerk

AMES CITY CLERK'S CERTIFICATION
RESOLUTION 10-562

I, Diane Voss City Clerk of the City of Ames, Story County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Ames Tribune & Boone News Republic a weekly newspaper having general circulation in Ames, Iowa, on the 25th day of Nov. 2010, respectively, which publication date was not less than four nor more than twenty days before the date of the hearing. Further, following the hearing which was held on the 14 day of December 2010, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Ames, by Resolution No. 10-562 on the 14 day of December, 2010

Diane Voss
City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the 14 day of December, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ann H Campbell and Diane Voss, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ames, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ames, Iowa, on the 14 day of December, 2010, and the said Ann Campbell and Diane Voss acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Jill L. Ripperger
Notary Public in and for the State of Iowa



CITY OF NEVADA, IOWA

By: Jonas R. Peterson Smith
Mayor

Attest:

By: Jonas R. Peterson Smith
City Clerk

NEVADA CITY CLERK'S CERTIFICATION
RESOLUTION 30 (2010/2011)

I, Teresa Peterson Smith City Clerk of the City of Nevada, Story County, Iowa, do hereby certify that the notice of the public hearing on the foregoing Agreement, was published at least once in the Nevada Journal a weekly newspaper having general circulation in Nevada, Iowa, on the 25th day of November, 2010, which publication date was not less than four nor more than twenty days before the date of the hearing. Further, following the hearing which was held on the 13th day of December, 2010, the Resolution approving the Agreement was duly approved and accepted by the City Council of said City of Nevada, by Resolution No. 30 on the 13th day of December, 2010

Jonas R. Peterson Smith
City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On the 14th day of December, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Garold E Gull II and Teresa Peterson Smith to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Nevada, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Nevada, Iowa, on the 13th day of December, 2010, and the said Garold E Gull II and Teresa Peterson acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Donna Masinski
Notary Public in and for the State of Iowa



Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY, ss.

I, Kim Fowler, on oath depose and say that I am the Director of
Sales of NEVADA JOURNAL, a weekly newspaper, published at ;
Ames, Story County, Iowa that the annexed printed:

CITY OF NEVADA
PH Notice - Annexation

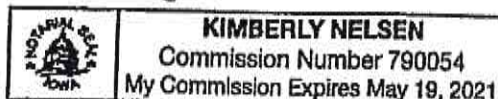
was published in said newspaper 1 time(s) on

November 26, 2020

the last day of said publication being the
26th day of November, 2020

Kim Fowler

Kimberly Nelsen



sworn to before me and subscribed in my presence by Kim Fowler,
Director of Sales, this the 26th day of November, 2020

FEE: \$37.15
AD #: 0001377031
ACCT: 37490

#1377031
NOTICE OF PUBLIC HEARING ON
PROPOSED ANNEXATION OF
TERRITORY INTO THE
CITY OF NEVADA, IOWA

Notice is hereby given that a proposed annexation has been requested and the Planning and Zoning Commission of the City of Nevada, Iowa has recommended that the City Council of Nevada, Iowa annex the following described real estate, situated in Story County, Iowa, and owned by Verbio Nevada, LLC and Union Pacific Railroad right-of-way:

The Northeast Fractional Quarter of the Northeast Quarter of the Northeast Quarter (NE Fr-NE), the Southeast Quarter of the Northeast Quarter (SE-NE), the Portion of the Northeast Quarter of the Southeast Quarter (NE-SE) lying North of the Union Pacific Railway, the East ¾ of the Northwest Fractional Quarter of the Northeast Quarter (NW Fr-NE), the East ¾ of the Southwest Quarter of the Northeast Quarter (SW-NE), and the Portion of the East ¾ of the Northwest Quarter of the Southeast Quarter (NW-SE) lying North of the Union Pacific Railroad Railway, all in Section 4, Township 83 North, Range 232 West of the 5th P.M. in Story County, Iowa, comprised of an area of approximately 99.71 acres. AND Union Pacific Railroad Right-of-Way: The Portion of the Right-of-way in the Northwest Quarter of the Southwest Quarter (NW-SW) and the Northeast Quarter of the Southwest Quarter (NE-SW) in Section 3, Township 83 North, Range 23 West of the 5th P.M. in Story County, Iowa, outside of and adjacent to the existing City of Nevada Corporate Limits, comprised of an area approximately 9.51 acres.

Notice is further given that the City Council of Nevada, Iowa will conduct a hearing and consider the petition for annexation at its regular meeting beginning at 6:00 P.M. on December 14, 2020, in the Council Chambers of City Hall located at 1209 6th Street, Nevada, Iowa 50201, at which time all interested parties are invited to comment. The petition for annexation is on file in the office of the City Clerk. Any interested person may appear at the hearing. This notice is published and mailed as required by sections 362.2 and 368.7 of the Code of Iowa by order of the City Council.

Kerin Wright, Clerk

Published in the Nevada Journal
on November 26, 2020 (1T)

RESOLUTION NO. 056 (2020/2021)

**A RESOLUTION APPROVING THE ANNEXATION OF TERRITORY INTO THE
CITY OF NEVADA, IOWA—VERBIO NEVADA, LLC AND UNION PACIFIC
RIGHT-OF-WAY**

WHEREAS, The City of Nevada, Iowa is a duly organized municipal corporation; and

WHEREAS, the City of Nevada has received a request from Verbio Nevada, LLC to annex their approximately 100 acres west of 590th Street and north of the railroad tracks, including territory comprising less than twenty percent of railway right-of-way (the “Property”), as shown on the map identified as “Exhibit A” attached hereto and made a part hereof and legally described as follows:

The Northeast Fractional Quarter of the Northeast Quarter of the Northeast Quarter (NE Fr-NE), the Southeast Quarter of the Northeast Quarter (SE-NE), the Portion of the Northeast Quarter of the Southeast Quarter (NE-SE) lying North of the Union Pacific Railway, the East $\frac{3}{4}$ of the Northwest Fractional Quarter of the Northeast Quarter (NW Fr-NE), the East $\frac{3}{4}$ of the Southwest Quarter of the Northeast Quarter (SW-NE), and the Portion of the East $\frac{3}{4}$ of the Northwest Quarter of the Southeast Quarter (NW-SE) lying North of the Union Pacific Railroad Railway, all in Section 4, Township 83 North, Range 232 West of the 5th P.M. in Story County, Iowa, comprised of an area of approximately 99.71 acres. AND Union Pacific Railroad Right-of-Way: The Portion of the Right-of-way in the Northwest Quarter of the Southwest Quarter (NW-SW) and the Northeast Quarter of the Southwest Quarter (NE-SW) in Section 3, Township 83 North, Range 23 West of the 5th P.M. in Story County, Iowa, outside of and adjacent to the existing City of Nevada Corporate Limits, comprised of an area approximately 9.51 acres; and

WHEREAS, such Property collectively adjoins the City as required by Iowa Code Chapter 368; and

WHEREAS, all required notification has been carried out pursuant to Iowa Code Chapter 368; and

WHEREAS, the City conducted a public hearing, upon proper notice and publication, regarding said application and the proposed annexation on December 14, 2020; and

WHEREAS, it is in the best interests of the City and public that said Property be annexed into the City of Nevada, Iowa at this time.

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

1. The Application for Annexation from Verbio Nevada, LLC is hereby approved and said property shown in Exhibit “A” and legally described above shall be annexed to the City of Nevada, Iowa, in accordance with Iowa Code Chapter 368, and such property shall hereinafter become and be part of the City of Nevada, Iowa.

2. The Mayor and City Clerk are authorized and directed to prepare and execute all documents necessary for this annexation and are directed to file the same as required by Iowa Code Chapter 368.

PASSED AND APPROVED this 14th day of December, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 056 (2020/2021) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 056 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 056 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14th day of December, 2020.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2020-2021\056-Approve Ames Annexation Moratorium.doc

CITY OF NEVADA

VOLUNTARY ANNEXATION PETITION

APPLICATION FORM

(This form must be filled out completely before your application will be accepted)

1. **Property Address** for this Voluntary Annexation or a description of the General Location if an Address has not been assigned: See Legal Description below

Legal Description (attach, if lengthy):

The East Three-Fourths of the Northwest Quarter of the Northeast Quarter (E3/4 NW1/4 NE1/4); Northeast Quarter of the Northeast Fractional Quarter (NE1/4 NE Fr. 1/4); East Three-Fourths of the Southwest Quarter of the Northeast Quarter (E3/4 SW1/4 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North of the RR; Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) North of the RR, all in Section Four (4), Township Eighty-three (83) North, Range Twenty-three (23), West of the 5th P.M., Story County, Iowa. Said parcel to contract 103 acres, more or less.

2.

3. **Property Owner:** Evergreen Lane Inc. % Hertz Farm Management Inc.

Address: Box 500 Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-382-7937 515-382-3762
(Home) (Business) (Fax)

4. **Applicant:** Verbio Nevada LLC

Address: 59219 Lincoln Highway Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-520-3234 866-306-4777 x2000
(Home) (Business) (Fax)

5. Contact Person: Greg Faith

Address: 59219 Lincoln Highway _____ Nevada _____ IA _____ 50201 _____
(Street) (City) (State) (Zip)

Telephone: 515-520-3234 _____ 866-306-4777 x2000 _____
(Home) (Business) (Fax)

Obtaining approval of this Voluntary Annexation does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

I (We) certify that I (We) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada and have submitted all the required information.

Signed by: *Mark M. D. [Signature]* *EVERGREEN* *LAURENCE* Date: *7-22-2020*
(PROPERTY OWNER)

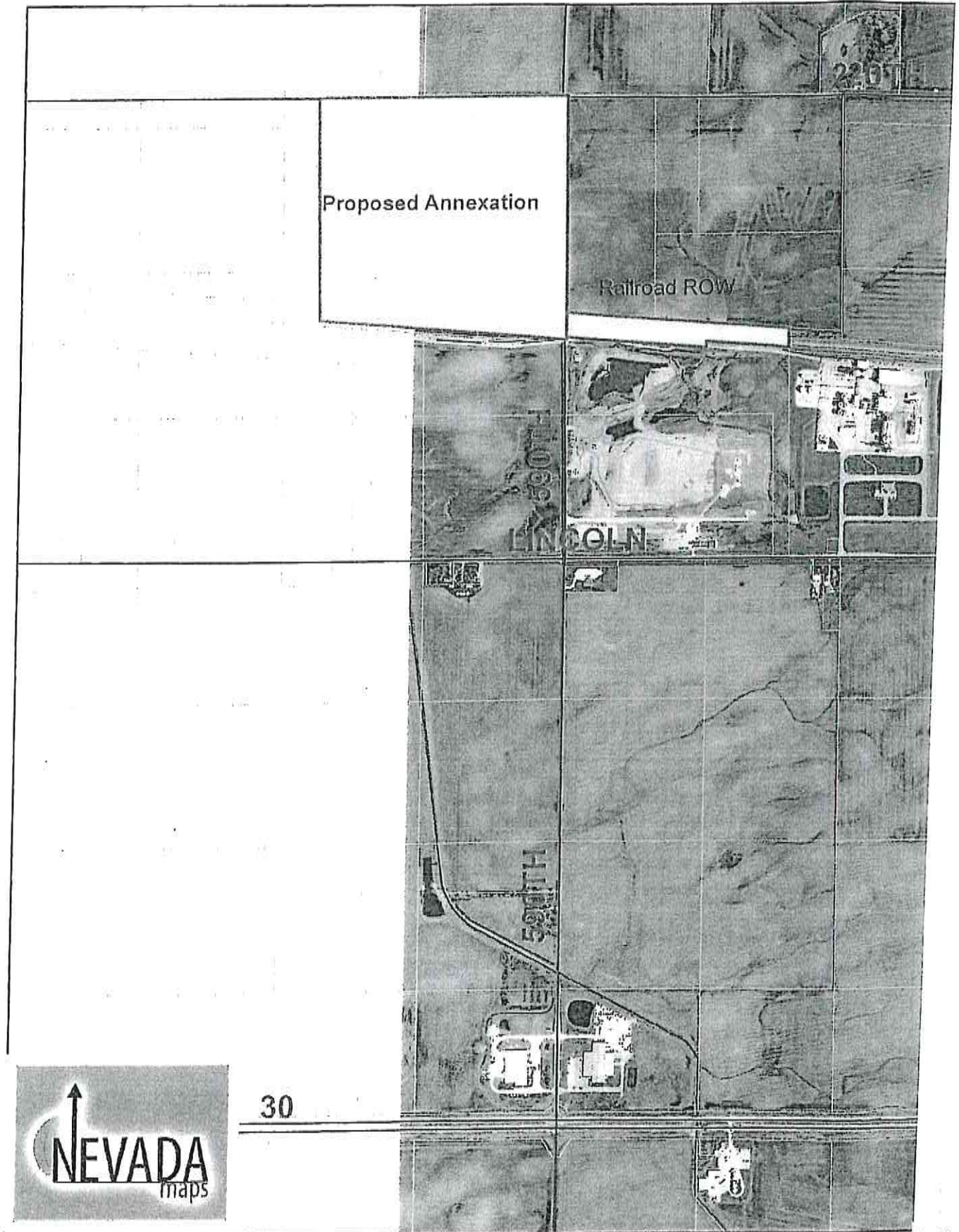
(Note: No other signature may be substituted for the Property Owner's Signature.)

and: *[Signature]* Date: *7-22-2020*
(APPLICANT)

and: *[Signature]* Date: *7-22-2020*
(Contact Person)

This Annexation Petition must include signatures by the owners of 50% of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of 50% of the area of all real estate lying outside of said tract but within 200 feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such 200 feet.

Proposed



NEVADA CITY COUNCIL - MONDAY, NOVEMBER 23, 2020 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting via Zoom in accordance with emergency measures as a result of the COVID-19 Pandemic. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, November 23, 2020, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

The following Zoom link was provided:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQ9ML0ZOeEIOdz09>

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Barb Mittman, Luke Spence, Sandy Ehrig, Dane Nealson, Jason Sampson Brian Hanson. Absent: None.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ric Martinez, Ray Reynolds, Tim Hansen, Shawn Cole, Jeremy Rydl, Marlys Barker, Larry Stevens, Casey Patton and Mike Roth.

3. APPROVAL OF AGENDA

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

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

Motion by Dane Nealson, seconded by Luke Spence, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on November 9, 2020
- B. Approve Payment of Cash Disbursements, including Check Numbers 74723-74816 and Electronic Numbers 858-862 (Inclusive) Totaling \$557,617.66 (See attached list)
- C. Accept and File the Annual Financial Report for FY20
- D. Approve the Cancellation of the second meeting of December, 2020
- E. Approve 2021 Meeting Dates
- F. Approve Lighting proposals to update city facilities to LED bulbs and receive rebates from Alliant Energy through their Small Business Energy Solutions Program
- G. Approve Revised COVID-19 Policy and Facemask Policy
- H. Approve Tax Abatement Applications
 1. Permit #BP2019-0138, 1244 South G Avenue, 4 Townhomes
 2. 1233 H Avenue, residing and drive
- I. Resolution No. 052 (2020/2021): A Resolution Accepting the Final Plat of South Glen Subdivision First Addition
- J. Resolution No. 053 (2020/2021): A Resolution Accepting the Final Plat of Sixth Street Industrial Park, First Addition

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

5. PUBLIC FORUM

A. No one was present or requested to address the council.

6. OLD BUSINESS

A. Ordinance No. 1015 (2020/2021): An Ordinance adopting FEMA Floodplain Management, third and final reading

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Ordinance No. 1015 (2020/2021), third and final reading.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

B. Resolution No. 036 (2020/2021): A Resolution approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Motion by Dane Nealson, seconded by Brian Hanson, to **adopt Resolution No. 036 (2020/2021).** After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

C. Approve Change Order No. 3 for the Central Business District Project from Con-Struct Inc. in the amount of \$4,487.49

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Change Order No. 3 for the Central Business District Project from Con-Struct Inc in the amount of \$4,487.49.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

D. Discussion and Appropriate Follow-up on previous Resolution No. 047C (2020/2021), regarding Emergency Measures during COVID-19 Pandemic

No action of the council was taken.

7. NEW BUSINESS

A. Resolution No. 054 (2020/2021): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project, and the taking of bids therefor

Motion by Barb Mittman, seconded by Luke Spence, to **adopt Resolution No. 054 (2020/2021).** After due consideration and discussion the roll was called. Aye: Mittman,

Spence, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

8. REPORTS:

City Administrator Cook was asked what the status is regarding the White Oak Stations. Staff will follow up and report back.

Mayor Barker advised he attended the Strategic Planning kickoff last week. Communications Specialist Barker will be putting notices out to enlist help with the planning.

Council Member Spence thanked everyone that helped with the Community Coffee a week ago. A good discussion on the human impact from 2020 was held.

Director of Fire/EMS Reynolds reported on the recent stove fires that have been occurring at one property location. He updated the council on the status of the fire vehicles.

Planning and Zoning Supervisor Cole updated the council on the downtown project. He is also reviewing site plans for several projects.

Public Works Director Rydl advised staff is finishing up concrete work and will be oiling cracks in the coming weeks. Street signs have been received for 6th Street. The wastewater department is done hauling sludge and the water is completed with the lime removal project.

Public Safety Director Martinez reported Story County Justice Center is placing a tower to the north of their building. They have been digging the footings.

City Engineer Stevens noted construction has slowed down. He has been assisting Cole with the site plan reviews and updating the City's CIP.

City Clerk Wright reminded the Council Budget Committee they will be meeting right before the next council meeting on December 14th. She has been working on the budget and the follow up questions from our FEMA request.

9. ADJOURNMENT

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

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 5B
 Date: 12/14/2020

CITY OF NEVADA
CLAIMS REPORT FOR DECEMBER 14, 2020
11/24/20 THRU 12/14/20

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 11242020 PMT	762.67	865
ALLIANT	CH-UTILITIES	7,318.01	74817
NEVADA VET CLINIC	PD-ANIMAL CONTROL	728.00	74818
NEVADA POSTMASTER	WTR/WWT-UTILTIY POSTAGE	864.34	74819
WINDSTREAM	ALL-PHONES	2,050.33	74820
AMAZON	ALL-SUPPLIES	1,049.31	74821
GREAT WESTERN	COVID,MOBILE SANITIZING UNITS	4,032.22	873
BOK FINANCIAL	2012B LIB BOND	5,781.25	866
BOK FINANCIAL	2017B DUPONT REFUND	37,125.00	867
BOK FINANCIAL	2019B D/W AVE ST WORK	22,650.00	868
WAGeworks	FSA 12012020 PMT	299.65	871
EFTPS	FED/FICA TAX	22,873.03	870
ICMA	DEFERRED COMP	1,095.00	74826
COLLECTION SVCS	CHILD SUPPORT	305.71	74827
GREAT WESTERN	HSA	217.49	74828
WELLMARK	HEALTH 12/2020	23,907.94	74838
DELTA DENTAL	DENTAL 12/2020	2,954.64	74839
WAGeworks	FSA 2020 PMT	84.99	874
WAGeworks	FSA 2020 PMT FUNDING	1,789.59	875
EFTPS	FED/FICA TAX	1,570.06	876
BEN FRANKLIN	FD-NOTEBOOKS	16.98	74851
BROWN SUPPLY	WTR-METER RPR CLAMPS	307.00	74852
ELECTRONIC ENG	REC-SENIOR LUNCHEON	33.78	74853
FAREWAY	CA/REC/GH/STS-SUPPLIES	246.77	74854
HAWKINS	WTR-AZONE 15	2,552.00	74855
ALLIANT	ALL-UTILITIES	24,093.05	74856
MARTIN MARIETTA	WTR-GRAVEL	1,883.06	74857
NEVADA LUMBER	STS-LUMBER	22.95	74858
PRATT SANITATION	ALL-GARBAGE SVC	731.00	74859
QUILL CORP	COVID	142.68	74860
VAN WALL	PKM/STS/CEM-SUPPLIES	533.15	74861
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,365.50	74862
CAPITAL SANI	GH-SUPPLIES	388.12	74863
IA LEAGUE OF CITIES	MYR-DUES	30.00	74864
COMPUTER RES SPECIALISTS	ADM/WWT/PD-IT SVCS	1,719.58	74865
ARNOLDS	STS-SIGN POST CLAMPS/FUSE	160.74	74866
COMPLETE WILDLIFE CONTROL	CEM-ANIMAL CONTROL/MOLE	241.50	74867
ELECTRIC PUMP	WWT-PUMP CONTROLS	536.00	74868
STORY CO TREASURER	WWTF-ZONING PERMIT FEE	1,700.64	74869
HANSEN, TIM	PKA-CLOTHING REIMB	100.00	74870
VERIZON	PD/WTR/WWT/LIB-SVCS	520.13	74871
DOOR & FENCE STORE	STS-SVC DOOR RPT	1,069.47	74872

STORY CO MEDICAL CENTER	PD-RECRUITMENT EXP	219.00	74873
HOKEL MACHINE SUPPLY	STS-HARDWARE	19.54	74874
IA DOT	STS-GREASE GUN	38.88	74875
GOOD AND QUICK	PD-#33 ROTOR/BRAKES PADS	622.81	74876
DORSEY & WHITNEY	LEGAL	42,404.92	74877
IA POLICE CHIEFS ASSOC	PD-MARTINEZ/REYNOLDS/CIZ/BRANDES	350.00	74878
SANDRY FIRE SUPPLY	FD-NOZZLE	440.15	74879
STOREY KENWORTHY	WTR/WWT-ENVELOPES/BILLS	2,702.47	74880
IA ASSOC OF BUILDING OFFICIALS	P&Z-FY21 MEMB DUES	75.00	74881
IA PRISON INDUSTRIES	CBD-6TH ST/W AVE SIGNS	1,494.60	74882
GOLDEN CIRCLE MUN OFF	ADM-DUES GCMOA	35.00	74883
MIDIOWA NET	PKA/PKM-INTERNET	82.50	74884
NEVADA HARDWARE	ALL-SUPPLIES	471.84	74885
MPH INDUSTRIES	PD-LASER GUN	2,399.00	74886
STAPLES ADVANTAGE	WWT/CA/ADM/WTR-SUPPLIES	167.04	74887
HYDRO KLEAN	WWT-TELEVISION LINES	1,814.50	74888
WINDSTREAM	SC-PHONES	56.79	74889
SAMS CLUB	CH/PD/REC-SUPPLIES	421.04	74890
HYVEE EAST AMES	CH-PLANTER DECO	110.00	74891
ESRI INC	P&Z-SOFTWARE	1,287.68	74892
CONTINENTAL RESEARCH C	WTR-PERMA SEAL TAPE	114.95	74893
HR GREEN	ENGINEERING	310,083.84	74894
FREEDOM TIRE	PD-#33 TIRES	560.00	74895
GLOCK, INC	PD-SEYMOUR TRNG	250.00	74896
WILLIAMSON ELECTRIC	CBD PROJ-ST LIGHT WIRING	202.15	74897
TAC 10, INC	PD-TAC10 MAINT	645.00	74898
CENTRAL IOWA WATER	WTR-LWE RAW WATER 1/2021	489.03	74899
ELECTRICAL ENG	GH-GENERATOR SVC	892.30	74900
TITAN MACHINERY	STS-CHISEL PASTE	98.76	74901
UTILITY SERVICE CO	WTR-PLANT TANK/8TH ST TANK	10,180.08	74902
SPORTS BOWL	PKA-HANSEN LOGO	60.00	74903
MEDIACOM	ALL-INTERNET SVC	452.76	74904
PITPROS INC	WWT-SOLIDS HDG-M&R	35,701.29	74905
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	74906
CIZMADIA, JOSH	PD-REIMB	49.60	74907
WEX BANK	ALL-GAS CARD	3,290.83	74908
BRANDES,CHRISTOPHER	PD-REIMB	31.52	74909
TAC10/GLOBAL SOFTWARE	PD-TAC10 MAINT	645.00	74910
SHRED-IT USA	PD-SHREDDING	132.15	74911
IOWA INTERACTIVE	WTR-PP RETURN	15.00	74912
MARTIN BROS DIST	PKM-SENIOR LUNCHEON	169.89	74913
MARCO	ALL-COPIER LEASE	799.00	74914
ON-TARGET SOLUTIONS GRP	PD-EVIDENCE PROCESSING	375.00	74915
TURF AND POND TIME	PKM-POND MAINT	160.00	74916
ISU SPRING 2021 CAREER FAIR	PD-ISU SPRING F21 CAREER FAIR	125.00	74917
BITUMINOUS	STS-ASPHALT	423.22	74918
VINYL GRAPHICS	PD-#77 CAR WRAP	369.59	74919

RMH ARCH	FIELD HOUSE ARCH	1,411.50	74920
HONEYBADGER MARKETING	FD-MALVEN/MELTON BUS CARDS	100.00	74921
SPYGLASS GROUP	WWT-COST RECOVERY	570.60	74922
BRICKTOWN BAKERY	ED-COLORING CONTEST PRIZES	300.00	74923
MCELROY, TAMMIE	GH-COVID REFUND	225.00	74924
SALTECH SYSTEMS	WEB PAGE-CITY	7,425.00	74925
A.C.K. ENTERPRISES	FD-#310 ALTERNATOR RPR	1,673.26	74926
LUMINOUS LLC	STS/CH/WTR/FD-LIGHTING PROJ	18,344.39	74927
MICS EDUCATION	EMS-NORRIS EMT TRNG	1,375.00	74928
MELTON, JESSICA	EMS-C&B MELTON/DONNELLY/REYMAN	100.00	74929
ISCIA	PD-HENDERSON TRNG	150.00	74930
	Refund Checks Total	239.06	
	Accounts Payable Total	630,281.80	
	Payroll Checks	74,991.30	
	***** REPORT TOTAL *****	705,512.16	
	GENERAL	146,970.85	
	ROAD USE TAX	33,608.46	
	LOCAL OPTION SALES TAX	13,017.90	
	DEBT SERVICE	65,556.25	
	SC/FIELDHOUSE	1,411.50	
	2019 CIP WORK	429.09	
	CBD DOWNTOWN IMPR	14,925.65	
	WATER	31,323.65	
	WATER DEPOSITS	192.28	
	WATER 2012C/2020B BOND	25,047.92	
	WATER CAPITAL REVOLVING	10,180.08	
	SEWER	70,536.32	
	SEWER CONSTRUCTION	-3.38	
	SEWER CAP IMP PROJECT	288,363.46	
	LANDFILL/GARBAGE	-3.00	
	STORM WATER	118.50	
	REVOLVING FUND	899.73	
	FLEX BENEFIT REVOLVING	2,936.90	
	TOTAL FUNDS	705,512.16	

AT WESTERN PURCHASING "P" CARD TRANSACTIONS			PRESENTED AT COUNCIL MEETING 09/14/2020 W/CLAIMS			Electronic Pymt #	
<u>1/Date</u>	<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>		
0/23/2020	CDL Now	PKM, training	400.00	23293	001-431-6240		
11/9/2020	Zoom	REC, programming	16.04	51249195	001-477-6599		
1/16/2020	Diamond Scheduler	REC, programming	99.00	63989	001-477-6599		
1/17/2020	Walmart	WTR, TV monitor for training	333.00	111720	600-811-6504		
0/28/2020	Library Juice Academy	LIB, Training	175.00	3817	001-410-6240		
11/6/2020	Homeless Training	LIB, training	97.00	6112020	001-410-6240		
11/8/2020	TechSoup	LIB, Adobe	110.00	2948309	001-410-6420		
0/28/2020	DMACC	WWT, training	625.00	900204839	610-816-6240		
11/1/2020	GoDaddy	ADM, website	15.12	1771252715	121-613-6431		
11/9/2020	Owl Labs	ADM, Owl meetings	1,199.00	19589	001-131-6451		
11/5/2020	MRSA UV LLC	ADM, Credit on UV Sanitizers	(276.00)	10292020	001-131-6451		
11/3/2020	CGI Spanish	PD, training	158.60	55331	001-110-6504		
1/19/2020	Zoom	ADM, meetings	67.98	52891460	001-131-6451		
0/27/2020	Bricktown Bakery	CA, training	55.10	27350	001-613-6240		
0/27/2020	Casey's	CA, training	66.29	1231977	001-613-6240		
0/29/2020	Muir Embroidery	CA, Clothing	600.00	563	001-610-6181		

POSTING & PAYMENT DATE:

December 19, 2020

City Administrator

ffice\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	695,765.76	7,292,367.79
002-000-1110	CASH-HOTEL/MOTEL	24.41	17,084.45
010-000-1110	CASH-ROAD USE TAX	10,199.14	1,835,219.36
012-000-1110	CASH-EMPLOYEE BENEFITS	250,927.51	455,038.06
013-000-1110	CASH-RUT CAPITAL	229.19	160,390.30
019-000-1110	CASH-EMERGENCY FUND	26,309.86	34,576.71
021-000-1110	CASH-LOCAL OPTION TAX	50,368.60	424,460.67
025-000-1110	CASH-TIF	294,845.69	2,533,931.79
026-000-1110	CASH-LMI SUBFUND		77,320.56
067-000-1111	RESERVE-WELLS	2.51	1,758.40
067-000-1113	RESERVE-ZWILLING	.16	110.54
067-000-1114	RESERVE-ALBERRY	1.44	1,006.08
068-000-1118	RESERVE-UNDESIGNATED	.01	7.87
068-000-1119	RESERVE-HARMS TRUST, GREEN SP	37.41	26,181.10
059-000-1110	CASH-LIBRARY TRUST	1,097.37-	35,137.09
071-000-1110	CASH-FIRE TRUST	24.68	17,269.54
072-000-1110	CASH-SCORE UNDESIGNATED	8.45	5,916.29
073-000-1110	CASH-SCORE O&M	.37	261.57
074-000-1110	CASH-NORTH STORY BASEBALL	6.88	4,817.29
075-000-1110	CASH-SENIOR COMM CENTER	11.49	8,037.96
076-000-1110	CASH-GH PIANO	26.88	18,808.95
077-000-1110	CASH-POLICE FOREITURE	17.23	12,059.77
079-000-1122	RESERVE-GRNBLT MAP 2005	5.10	3,568.71
079-000-1124	RESERVE-ST CO TRAIL	.56	393.62
079-000-1125	RESERVE-IND RDG GREENBE	2.43	1,699.18
079-000-1127	RESERVE-UNRESTRICTED	12,841.58	68,467.98
079-000-1128	RESERVE-SCORE SCOREBOAR	6.50	4,549.73
079-000-1130	RESERVE-LANDSCAPING	16.18	6,318.30
079-000-1131	RESERVE-FIELD MAINT	24.10	10,331.74
079-000-1132	RESERVE-LEW HANSEN SUB	2.00	1,398.42
079-000-1133	RESERVE-87 SOUTHWOOD	10.75	7,524.80
079-000-1134	RESERVE-MARDEAN PARK	1.28	893.07
080-000-1110	CASH-COLUMBARIAN MAINT	5.12	3,582.55
081-000-1110	CASH-TRAIL MAINTENANCE	9.21	6,441.81
082-000-1110	CASH-DANIELSON/OTHERTRU	355.65	248,890.31
083-000-1110	CASH-LIB BLDG TRUST	.28	193.55
084-000-1110	CASH-TREES FOREVER	6.45	4,514.23
085-000-1110	CASH-4TH OF JULY	7.37	5,160.84
086-000-1110	CASH-COMM BAND	1.20	840.11
087-000-1110	CASH-DEBT SERVICE	209,583.67	502,926.78
088-000-1110	CASH-CITY HALL/PUBLIC S	279.17-	580.79
089-000-1110	CASH-LIBRARY BLDG	60,220.04	80,344.63
090-000-1110	CASH-SC/FIELDHOUSE	934.40-	55,441.43-
091-000-1110	CASH-SIDEWALKIMPROVEMEN	302.88	47,504.94
092-000-1110	CASH-2019 CIP WORK	2,373.01	1,660,653.16
093-000-1110	CASH-2019 SOUTH D AVE PAVING		603,137.29-
094-000-1110	CASH-CBD DOWNTOWN IMPR	733,410.04-	4,520,184.36
095-000-1110	CASH-TRAIL CIP PROJECTS	340.31	238,150.00
096-000-1110	CASH-2017STS, WTR, WMT, STM PROJ	495.38	346,667.59
097-000-1110	CASH-LINC HWY/W 18TH ST INTERS		548,265.65-
098-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.71

CITY OF NEVADA
BALANCE SHEET
CALENDAR 10/2020, FISCAL 4/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
500-000-1110	CASH-PERPETUAL CARE	250.00	153,111.58
501-000-1110	CASH-HATTERY		5,000.00
500-000-1110	CASH-WATER O&M	138,909.00	1,249,774.40
501-000-1110	CASH-WATER DEPOSITS	217.41-	77,407.85
502-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,546.29	1,082,104.87
505-000-1110	CASH-WATER 2012C BOND		701,855.21
507-000-1110	CASH-WTR CAPITAL REVOLV	28,972.99-	374,407.77
510-000-1110	CASH-WASTEWATER O&M	68,391.88	1,552,301.61
515-000-1110	CASH-SEWER CONSTRUCTION	8,873.71	2,356,534.55
516-000-1110	CASH-WMT CIP	275.00-	1,984,500.61-
517-000-1110	CASH-WMT CAPITAL	447.74	313,329.46
518-000-1110	CASH-SRF SPONSORED PROJECT		20,000.00-
570-000-1110	CASH-GARBAGE UTILITY	6,110.57	9,369.70-
540-000-1110	CASH-STORM WATER UTILIT	15,301.01	642,512.89
10-000-1139	RESERVE-PARK & RECREATI	25,020.24	79,469.25
10-000-1140	RESERVE-LIBRARY	88.31	61,801.89
10-000-1141	RESERVE-CEMETERY	68.47	47,917.65
10-000-1142	RESERVE-FINANCE	482.89	337,932.63
10-000-1143	RESERVE-FIRE	61,911.91-	314,094.52
10-000-1144	RESERVE-POLICE	286.71	200,642.42
10-000-1146	RESERVE-PLANNING & ZONI	42.56	29,781.79
10-000-1147	RESERVE-GATES HALL	21.18	14,824.27
10-000-1148	RESERVE-TECHNOLOGY	1,972.54-	19,033.40
12-000-1110	CASH-FLEXIBLE BENEFITS	355.04	8,559.28
30-000-1110	CASH-SICK & VACATION	437.31	306,034.59
	CASH TOTAL	1,052,980.81	27,441,269.25
01-000-1120	PETTY CASH - LIBRARY		75.00
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
02-000-1168	COUNTY FOUNDATION INVES		81,600.83
	SAVINGS TOTAL	.00	81,600.83
	TOTAL CASH	1,052,980.81	27,523,545.08

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,194,876.00	121,705.49	553,648.91	46.34	641,227.09
	POLICE-OFFICE TOTAL	117,989.00	8,676.61	37,973.56	32.18	80,015.44
	EMERGENCY MANAGEMENT TOTAL	900.00	100.07	295.09	32.79	604.91
	COVID-19 TOTAL	.00	827.66	3,202.89	.00	3,202.89
	FLOOD CONTROL TOTAL	32,600.00	7,667.72	20,806.99	63.83	11,793.01
	FIRE TOTAL	370,606.00	97,458.43	206,501.06	55.72	164,104.94
	AMBULANCE TOTAL	38,800.00	50.49	6,870.31	17.71	31,929.69
	BUILDING INSPECTIONS TOTAL	55,941.00	4,757.79	17,728.29	31.69	38,212.71
	ANIMAL CONTROL TOTAL	5,100.00	89.70	1,520.98	29.82	3,579.02
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	45.30	544.00	36.27	956.00
	PUBLIC SAFETY TOTAL	1,818,312.00	241,379.26	849,092.08	46.70	969,219.92
	ROADS, BRIDGES, SIDEWALKS TOTA	778,205.00	32,660.50	258,577.37	33.23	519,627.63
	STREET LIGHTING TOTAL	144,000.00	16,515.46	37,764.96	26.23	106,235.04
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	20,000.00	.00	4,208.85	21.04	15,791.15
	SNOW REMOVAL TOTAL	82,275.00	.00	299.33	.36	81,975.67
	TREES & WEEDS TOTAL	50,000.00	.00	93.24	.19	49,906.76
	PUBLIC WORKS TOTAL	1,075,480.00	49,175.96	300,943.75	27.98	774,536.25
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,030.00	.00	1,030.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,925.00	.00	6,925.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	2,230.00	.00	2,230.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,540.00	.00	21,540.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,020.00	.00	1,020.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	990.00	.00	990.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,890.00	.00	1,890.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,510.00	.00	1,510.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,210.00	.00	2,210.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,360.00	.00	2,360.00	100.00	.00
	SALVATION ARMY TOTAL	1,905.00	.00	1,905.00	100.00	.00
	TOTAL	2,800.00	.00	2,800.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	5,140.00	.00	4,360.00	84.82	780.00
	HEALTH & SOCIAL SERVICES TOTA	64,550.00	.00	50,770.00	78.65	13,780.00
	LIBRARY TOTAL	464,476.00	27,972.00	131,823.75	28.38	332,652.25
	LIBRARY-DONATED TOTAL	32,500.00	.00	1,543.63	4.75	30,956.37
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,147.58	6,871.49	31.96	14,628.51
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	6,821.27	46,640.36	44.81	57,434.64
	PARK MAINTENANCE TOTAL	398,670.00	24,779.57	124,588.77	31.25	274,081.23
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	1,416.20	10,106.60	50.53	9,893.40
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00
	FOUR-PLEX COMPLEX TOTAL	48,052.00	801.36	4,142.22	8.62	43,909.78

CITY OF NEVADA
BUDGET REPORT
CALENDAR 10/2020, FISCAL 4/2021

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	33.3% UNEXPENDED
	POOL TOTAL	242,036.00	13,402.67	41,618.29	17.20	200,417.71
	RECREATION TOTAL	68,949.00	4,727.01	24,338.00	35.30	44,611.00
	ADULT SOFTBALL TOTAL	600.00	.00	14.72	2.45	585.28
	COMMUNITY HEALTH/WEELNESS TOTA	500.00	.00	.00	.00	500.00
	SENIOR ACTIVITY TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	148,733.00	6,987.24	45,973.25	30.91	102,759.75
	COMMUNITY CTR/ZOO/MARINA TOTA	188,166.00	12,064.10	54,270.66	28.84	133,895.34
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	89.49	1,947.18	27.57	5,114.82
	FIELDHOUSE TOTAL	65,000.00	.00	.00	.00	65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	.00	1,514.95	4.36	33,218.05
	YOUTH BASKETBALL TOTAL	10,209.00	331.50	331.50	3.25	9,877.50
	VOLLEYBALL TOTAL	2,115.00	585.60	1,313.31	62.10	801.69
	FLAG FOOTBALL TOTAL	6,070.00	2,496.96	3,453.92	56.90	2,616.08
	HALLOWEEN TOTAL	250.00	273.19	273.19	109.28	23.19-
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	551.81	551.81	21.10	2,063.19
	CIRL TOTAL	2,000.00	.00	995.00	49.75	1,005.00
	SOFTBALL TOURNAMENT TOTAL	1,000.00	.00	.00	.00	1,000.00
	HISTORICAL SOCIETY TOTAL	491.00	.00	5,000.00	1,018.33	4,509.00-
	HISTORIC PRESERVATION TOTAL	8,500.00	.00	.00	.00	8,500.00
	OTHER CULTURE/RECREATION TOTA	2,930.00	.00	3,710.00	126.62	780.00-
	CULTURE & RECREATION TOTAL	1,898,752.00	104,447.55	511,022.60	26.91	1,387,729.40
	ECONOMIC DEVELOPMENT TOTAL	432,352.00	.00	2,869.44	.66	429,482.56
	MAIN STREET NEVADA TOTAL	25,000.00	25,000.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	.00	.00	10,000.00
	PLANNING & ZONING TOTAL	166,282.00	8,338.88	34,726.46	20.88	131,555.54
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	9,000.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	30,700.00	.00	364.00	1.19	30,336.00
	COMMUNITY & ECONOMIC DEV TOTA	678,634.00	33,338.88	62,959.90	9.28	615,674.10
	MAYOR/COUNCIL/CITY MGR TOTAL	12,220.00	1,485.44	4,208.23	34.44	8,011.77
	COUNCIL TOTAL	7,987.00	.00	2.00	.03	7,985.00
	CITY ADMINISTRATOR TOTAL	74,800.00	943.48	3,732.34	4.99	71,067.66
	CLERK/TREASURER/ADM TOTAL	347,573.00	15,747.71	75,945.44	21.85	271,627.56
	LEGAL SERVICES/ATTORNEY TOTAL	120,800.00	8,940.00	35,970.00	29.78	84,830.00
	CITY HALL/GENERAL BLDGS TOTAL	124,349.00	1,074.52	37,289.36	29.99	87,059.64
	TORT LIABILITY TOTAL	40,160.00	.00	40,653.20	101.23	493.20-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	602.00	2,264.18	17.42	10,735.82
	GENERAL GOVERNMENT TOTAL	740,889.00	28,793.15	200,064.75	27.00	540,824.25
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	.00	.00	.00	96,613.00
	2019B CIP WORK TOTAL	570,350.00	.00	.00	.00	570,350.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	BALANCE	PERCENT EXPENDED	UNEXPENDED
	DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
	DEBT SERVICE TOTAL	1,341,263.00	.00	.00	.00	1,341,263.00
	ROADS, BRIDGES, SIDEWALKS TOTA	4,411,000.00	739,869.22	2,493,806.70	56.54	1,917,193.30
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
	FIELDHOUSE TOTAL	8,500,000.00	934.40	12,834.68	.15	8,487,165.32
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	280.00	280.00	14.00	1,720.00
	CAPITAL PROJECTS TOTAL	12,943,000.00	741,083.62	2,506,921.38	19.37	10,436,078.62
	OTHER GENERAL GOVERNMENT TOTA	.00	2,106.22	7,904.32	.00	7,904.32-
	WTR 2012C BOND TOTAL	3,983,004.00	.00	3,408,400.75	85.57	574,603.25
	WATER TOTAL	40,720.00	.00	10,180.08	25.00	30,539.92
	WATER-PLANT/PUMPS TOTAL	793,897.00	80,514.42	281,251.67	35.43	512,645.33
	WATER-LINES-INST & O&M TOTAL	61,493.00	4,445.52	20,511.43	33.36	40,981.57
	WATER ACCOUNTING TOTAL	330,517.00	24,283.89	112,397.62	34.01	218,119.38
	WASTEWATER PLANT TOTAL	702,080.00	61,706.47	232,539.61	33.12	469,540.39
	WASTSEWATER COLLECTION TOTAL	2,070,052.00	1,653.20	729,008.71	35.22	1,341,043.29
	WASTEWATER ACCOUNTING TOTAL	224,352.00	14,803.18	63,245.63	28.19	161,106.37
	LANDFILL/GARBAGE TOTAL	72,079.00	55.21	35,955.53	49.88	36,123.47
	STORM WATER TOTAL	35,900.00	73.50	1,062.52	2.96	34,837.48
	ENTERPRISE FUNDS TOTAL	8,314,094.00	189,641.61	4,902,457.87	58.97	3,411,636.13
	TRANSFERS IN/OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TRANSFER OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TOTAL EXPENSES	37,154,336.00	1,387,860.03	12,130,825.39	32.65	25,023,510.61

CITY OF NEVADA
REVENUE REPORT
CALENDAR 10/2020, FISCAL
BUDGET
ESTIMATE

4/2021
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	ESTIMATE	BALANCE	BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,024,110.00	968,407.99	1,563,291.81	38.85	2,460,818.19
	HOTEL MOTEL TOTAL	11,250.00	24.41	1,356.21	12.06	9,893.79
	ROAD USE TAX TOTAL	958,128.00	58,790.26	341,560.95	35.65	616,567.05
	EMPLOYEE BENEFITS TOTAL	702,835.00	250,927.51	330,770.72	47.06	372,064.28
	RUT CAPITAL TOTAL	176,500.00	229.19	175,679.95	99.54	820.05
	EMERGENCY FUND TOTAL	73,308.00	26,309.86	34,576.71	47.17	38,731.29
	LOCAL OPTION SALES TAX TOTAL	922,000.00	93,429.44	364,423.46	39.53	557,576.54
	TAX INCREMENT FINANCING TOTAL	969,646.00	294,845.69	436,161.45	44.98	533,484.55
	LMI-SUBFUND TOTAL	64,672.00	.00	.00	.00	64,672.00
	RESTRICTED GIFTS TOTAL	30.00	4.11	16.48	54.93	13.52
	CEMETARY CIP/LAND TOTAL	300.00	37.42	150.16	50.05	149.84
	LIBRARY TRUST TOTAL	8,100.00	50.21	3,747.79	46.27	4,352.21
	FIRE TRUST TOTAL	300.00	24.68	99.02	33.01	200.98
	SCORE-UNDESIGNATED TOTAL	100.00	8.45	33.92	33.92	66.08
	SCORE O&M TOTAL	5.00	.37	1.49	29.80	3.51
	NORTH STORY BASEBALL TOTAL	21,500.00	6.88	27.62	.13	21,472.38
	SENIOR CENTER TRUST TOTAL	150.00	11.49	46.09	30.73	103.91

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	4/2021 MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	33.3% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	26.88	107.85 47.93	117.15
	ASSET FORFEITURE TOTAL	100.00	17.23	69.15 69.15	30.85
	PARK OPEN SPACE TOTAL	24,450.00	13,449.27	15,512.84 63.45	8,937.16
	COLUMBARIAN MAINTENANCE TOTAL	220.00	5.12	20.53 9.33	199.47
	TRAIL MAINTENANCE TOTAL	10,200.00	9.21	10,027.31 98.31	172.69
	DANIELSON TRUST TOTAL	500.00	355.65	1,429.36 285.87	929.36-
	LIB BLDG TRUST TOTAL	200.00	.28	1.11 .56	198.89
	TREES FOREVER TOTAL	50.00	6.45	25.89 51.78	24.11
	4TH OF JULY TRUST TOTAL	2,020.00	7.37	129.29 6.40	1,890.71
	COMMUNITY BAND TOTAL	1,000.00	1.20	4.82 .48	995.18
	DEBT SERVICE TOTAL	1,364,389.00	209,583.67	278,623.39 20.42	1,085,765.61
	CH CAMPUS PROJ TOTAL	100.00	.83	4.54 4.54	95.46
	LIBRARY ADDITION TOTAL	102,237.00	60,220.04	78,995.98 77.27	23,241.02
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	.00 .00	8,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	302.88	1,722.36 4.92	33,277.64
	2019 CIP WORK TOTAL	.00	2,373.01	9,522.62 .00	9,522.62-
	CBD DOWNTOWN IMPR TOTAL	9,285,000.00	6,459.18	281,813.39 3.04	9,003,186.61

CITY OF NEVADA
REVENUE REPORT
CALENDAR 10/2020, FISCAL
BUDGET
ESTIMATE

4/2021
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 3
OPER: KW
33.3%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	ESTIMATE	YTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	TRAIL CIP RESERVE PROJTS TOTA	66,837.00	340.31	1,365.49	2.04	65,471.51
	2017 STS/WT/SE/STRM PROJ TOTA	.00	495.38	1,987.72	.00	1,987.72-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	.00	45,903.65	.00	45,903.65-
	2017 BOND, REFUND 2013B TOTAL	.00	.01	.04	.00	.04-
	PERPETUAL CARE TOTAL	3,800.00	250.00	1,250.00	32.89	2,550.00
	WATER TOTAL	2,204,527.00	217,493.06	824,192.52	37.39	1,380,334.48
	WATER DEPOSITS TOTAL	25,000.00	1,345.00	7,990.00	31.96	17,010.00
	WATER PLANT UPGRADE RSRV TOTA	210,000.00	1,546.29	205,904.37	98.05	4,095.63
	WATER 2012C/2020B BOND TOTAL	3,440,757.00	.00	4,074,246.46	118.41	633,489.46-
	WATER CAPITAL REVOLVING TOTAL	127,500.00	535.01	127,116.57	99.70	383.43
	SEWER TOTAL	1,316,054.00	146,739.67	546,379.14	41.52	769,674.86
	SEWER CONSTRUCTION TOTAL	323,000.00	8,873.71	284,453.31	88.07	38,546.69
	SEWER CAP IMP PROJECT TOTAL	3,000,000.00	.00	.00	.00	3,000,000.00
	SEWER EQUIP REVOLVING TOTAL	63,000.00	447.74	61,706.51	97.95	1,293.49
	LANDFILL/GARBAGE TOTAL	68,650.00	6,165.78	24,183.20	35.23	44,466.80
	STORM WATER TOTAL	178,900.00	15,374.51	62,782.37	35.09	116,117.63
	REVOLVING FUND TOTAL	487,500.00	52,467.82	391,045.66	80.21	96,454.34

CITY OF NEVADA
REVENUE REPORT
CALENDAR 10/2020, FISCAL 4/2021
BUDGET MTD
ESTIMATE BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

33.3%
UNCOLLECTED

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ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	33.3% UNCOLLECTED
	FLEX BENEFIT REVOLVING TOTAL	.00	2,461.26	11,179.02	.00 11,179.02-
	OTHER INTERNAL SERV FUND TOTA	4,500.00	437.31	1,754.72	38.99 2,745.28
	TOTAL REVENUE BY FUND	38,778,650.00	2,440,899.09	10,603,395.01	27.34 28,175,254.99

CITY OF NEVADA
BALANCE SHEET
CALENDAR 11/2020, FISCAL 5/2021

NOVEMBER

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	123,397.55	7,415,765.34
002-000-1110	CASH-HOTEL/MOTEL	3,600.51	20,684.96
110-000-1110	CASH-ROAD USE TAX	45,290.34	1,880,509.70
112-000-1110	CASH-EMPLOYEE BENEFITS	45,104.83	500,142.89
113-000-1110	CASH-RUT CAPITAL	227.24	160,617.54
119-000-1110	CASH-EMERGENCY FUND	4,713.96	39,290.67
121-000-1110	CASH-LOCAL OPTION TAX	236,246.88	660,707.55
125-000-1110	CASH-TIF	8,567.72-	2,525,364.07
126-000-1110	CASH-LMI SUBFUND		77,320.56
167-000-1111	RESERVE-WELLS	2.49	1,760.89
167-000-1113	RESERVE-ZWILLING	.16	110.70
167-000-1114	RESERVE-ALBERRY	1.43	1,007.51
168-000-1118	RESERVE-UNDESIGNATED	.01	7.88
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	37.09	26,218.19
169-000-1110	CASH-LIBRARY TRUST	2,654.27	37,791.36
171-000-1110	CASH-FIRE TRUST	24.47	17,294.01
172-000-1110	CASH-SCORE UNDESIGNATED	278.40-	5,637.89
173-000-1110	CASH-SCORE O&M	.37	261.94
174-000-1110	CASH-NORTH STORY BASEBALL	6.83	4,824.12
175-000-1110	CASH-SENIOR COMM CENTER	11.39	8,049.35
176-000-1110	CASH-GH PIANO	26.65	18,835.60
177-000-1110	CASH-POLICE FOREITURE	17.09	12,076.86
179-000-1122	RESERVE-GRNBLT MAP 2005	5.06	3,573.77
179-000-1124	RESERVE-ST CO TRAIL	.56	394.18
179-000-1125	RESERVE-IND RDG GREENBE	2.41	1,701.59
179-000-1127	RESERVE-UNRESTRICTED	97.00	68,564.98
179-000-1128	RESERVE-SCORE SCOREBOAR	6.45	4,556.18
179-000-1130	RESERVE-LANDSCAPING	16.03	6,334.33
179-000-1131	RESERVE-FIELD MAINT	19.31	10,351.05
179-000-1132	RESERVE-LEW HANSEN SUB	1.98	1,400.40
179-000-1133	RESERVE-87 SOUTHWOOD	10.66	7,535.46
179-000-1134	RESERVE-MARDEAN PARK	1.27	894.34
180-000-1110	CASH-COLUMBARIAN MAINT	5.08	3,587.63
181-000-1110	CASH-TRAIL MAINTENANCE	9.13	6,450.94
182-000-1110	CASH-DANIELSON/OTHERTRU	352.62	249,242.93
183-000-1110	CASH-LIB BLDG TRUST	.27	193.82
184-000-1110	CASH-TREES FOREVER	6.40	4,520.63
185-000-1110	CASH-4TH OF JULY	7.31	5,168.15
186-000-1110	CASH-COMM BAND	1.19	841.30
180-000-1110	CASH-DEBT SERVICE	36,135.53	539,062.31
181-000-1110	CASH-CITY HALL/PUBLIC S	.82	581.61
182-000-1110	CASH-LIBRARY BLDG	10,791.11	91,135.74
184-000-1110	CASH-SC/FIELDHOUSE		55,441.43-
187-000-1110	CASH-SIDEWALKIMPROVEMEN	270.84	47,775.78
181-000-1110	CASH-2019 CIP WORK	1,990.98	1,662,644.14
182-000-1110	CASH-2019 SOUTH D AVE PAVING	479,968.97	123,168.32-
185-000-1110	CASH-CBD DOWNTOWN IMPR	157,609.33-	4,362,575.03
181-000-1110	CASH-TRAIL CIP PROJECTS	337.41	238,487.41
183-000-1110	CASH-2017STS,WTR,WMT,STM PROJ	491.15	347,158.74
185-000-1110	CASH-LINC HWY/W 18TH ST INTERS		548,265.65-
185-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.72

CITY OF NEVADA
 BALANCE SHEET
 CALENDAR 11/2020, FISCAL 5/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
00-000-1110	CASH-PERPETUAL CARE	600.00	153,711.58
01-000-1110	CASH-HATTERY		5,000.00
00-000-1110	CASH-WATER O&M	202,795.36	1,452,569.76
01-000-1110	CASH-WATER DEPOSITS	737.00-	76,670.85
02-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,533.11	1,083,637.98
05-000-1110	CASH-WATER 2012C BOND		701,855.21
07-000-1110	CASH-WTR CAPITAL REVOLV	48,968.58-	325,439.19
10-000-1110	CASH-WASTEWATER O&M	88,639.12	1,640,940.73
15-000-1110	CASH-SEWER CONSTRUCTION	9,003.50	2,365,538.05
16-000-1110	CASH-WWT CIP	1,950.26-	1,986,450.87-
17-000-1110	CASH-WWT CAPITAL	16,968.47-	296,360.99
18-000-1110	CASH-SRF SPONSORED PROJECT		20,000.00-
19-000-1110	CASH-GARBAGE UTILITY	29,516.80-	38,886.50-
20-000-1110	CASH-STORM WATER UTILIT	15,681.80	658,194.69
20-000-1139	RESERVE-PARK & RECREATI	1,723.01-	77,746.24
20-000-1140	RESERVE-LIBRARY	12,878.18-	48,923.71
20-000-1141	RESERVE-CEMETERY	67.89	47,985.54
20-000-1142	RESERVE-FINANCE	478.78	338,411.41
20-000-1143	RESERVE-FIRE	1,840.87-	312,253.65
20-000-1144	RESERVE-POLICE	284.27	200,926.69
20-000-1146	RESERVE-PLANNING & ZONI	42.19	29,823.98
20-000-1147	RESERVE-GATES HALL	21.00	14,845.27
20-000-1148	RESERVE-TECHNOLOGY	4,157.95-	14,875.45
21-000-1110	CASH-FLEXIBLE BENEFITS	2,732.75-	5,826.53
21-000-1110	CASH-SICK & VACATION	433.58	306,468.17
	CASH TOTAL	1,023,544.39	28,464,813.64
22-000-1120	PETTY CASH - LIBRARY		75.00
22-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
23-000-1168	COUNTY FOUNDATION INVES		81,600.83
	SAVINGS TOTAL	.00	81,600.83
	TOTAL CASH	1,023,544.39	28,547,089.47

CITY OF NEVADA
BUDGET REPORT
CALENDAR 11/2020, FISCAL 5/2021

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	41.6% UNEXPENDED
	POLICE TOTAL	1,194,876.00	70,610.08	624,258.99	52.24	570,617.01
	POLICE-OFFICE TOTAL	117,989.00	8,363.25	46,336.81	39.27	71,652.19
	EMERGENCY MANAGEMENT TOTAL	900.00	81.72	376.81	41.87	523.19
	COVID-19 TOTAL	.00	200.10	3,402.99	.00	3,402.99
	DERECHO TOTAL	.00	895.00	895.00	.00	895.00
	FLOOD CONTROL TOTAL	32,600.00	593.67	21,400.66	65.65	11,199.34
	FIRE TOTAL	370,606.00	16,997.81	223,498.87	60.31	147,107.13
	AMBULANCE TOTAL	38,800.00	1,527.19	8,397.50	21.64	30,402.50
	BUILDING INSPECTIONS TOTAL	55,941.00	3,940.24	21,668.53	38.73	34,272.47
	ANIMAL CONTROL TOTAL	5,100.00	643.58	2,164.56	42.44	2,935.44
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	146.90	690.90	46.06	809.10
	PUBLIC SAFETY TOTAL	1,818,312.00	103,999.54	953,091.62	52.42	865,220.38
	ROADS, BRIDGES, SIDEWALKS TOTA	778,205.00	34,759.08	293,336.45	37.69	484,868.55
	STREET LIGHTING TOTAL	144,000.00	9,643.88	47,408.84	32.92	96,591.16
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	20,000.00	.00	4,208.85	21.04	15,791.15
	SNOW REMOVAL TOTAL	82,275.00	775.60	1,074.93	1.31	81,200.07
	TREES & WEEDS TOTAL	50,000.00	.00	93.24	.19	49,906.76
	PUBLIC WORKS TOTAL	1,075,480.00	45,178.56	346,122.31	32.18	729,357.69
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,030.00	.00	1,030.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,925.00	.00	6,925.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	2,230.00	.00	2,230.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,540.00	.00	21,540.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,020.00	.00	1,020.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	990.00	.00	990.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,890.00	.00	1,890.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,510.00	.00	1,510.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,210.00	.00	2,210.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,360.00	.00	2,360.00	100.00	.00
	SALVATION ARMY TOTAL	1,905.00	.00	1,905.00	100.00	.00
	TOTAL	2,800.00	.00	2,800.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	5,140.00	.00	4,360.00	84.82	780.00
	HEALTH & SOCIAL SERVICES TOTA	64,550.00	.00	50,770.00	78.65	13,780.00
	LIBRARY TOTAL	464,476.00	42,395.60	174,219.35	37.51	290,256.65
	LIBRARY-DONATED TOTAL	32,500.00	.00	1,543.63	4.75	30,956.37
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,044.55	7,916.04	36.82	13,583.96
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	6,485.33	53,125.69	51.05	50,949.31
	PARK MAINTENANCE TOTAL	398,670.00	15,979.61	140,568.38	35.26	258,101.62
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	100.00	10,206.60	51.03	9,793.40
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	FOUR-PLEX COMPLEX TOTAL	48,052.00	397.04	4,539.26	9.45	43,512.74
	POOL TOTAL	242,036.00	5,255.20	46,873.49	19.37	195,162.51
	RECREATION TOTAL	68,949.00	4,679.61	29,017.61	42.09	39,931.39
	ADULT SOFTBALL TOTAL	600.00	.00	14.72	2.45	585.28
	COMMUNITY HEALTH/WEELLNESS TOTA	500.00	.00	.00	.00	500.00
	SENIOR ACTIVITY TOTAL	1,000.00	1,238.95	1,238.95	123.90	238.95-
	CEMETERY TOTAL	148,733.00	6,223.29	52,196.54	35.09	96,536.46
	COMMUNITY CTR/ZOO/MARINA TOTA	188,166.00	10,749.49	65,020.15	34.55	123,145.85
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	511.03	2,458.21	34.81	4,603.79
	FIELDHOUSE TOTAL	65,000.00	.00	.00	.00	65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	.00	1,514.95	4.36	33,218.05
	YOUTH BASKETBALL TOTAL	10,209.00	703.79	1,035.29	10.14	9,173.71
	VOLLEYBALL TOTAL	2,115.00	.00	1,313.31	62.10	801.69
	FLAG FOOTBALL TOTAL	6,070.00	.00	3,453.92	56.90	2,616.08
	HALLOWEEN TOTAL	250.00	.00	273.19	109.28	23.19-
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	555.82	1,107.63	42.36	1,507.37
	CIRL TOTAL	2,000.00	.00	995.00	49.75	1,005.00
	SOFTBALL TOURNAMENT TOTAL	1,000.00	150.00	150.00	15.00	850.00
	HISTORICAL SOCIETY TOTAL	491.00	.00	5,000.00	1,018.33	4,509.00-
	HISTORIC PRESERVATION TOTAL	8,500.00	.00	.00	.00	8,500.00
	OTHER CULTURE/RECREATION TOTA	2,930.00	780.00-	2,930.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,898,752.00	95,689.31	606,711.91	31.95	1,292,040.09
	ECONOMIC DEVELOPMENT TOTAL	432,352.00	77,875.37	80,744.81	18.68	351,607.19
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	.00	.00	10,000.00
	PLANNING & ZONING TOTAL	166,282.00	7,480.65	42,207.11	25.38	124,074.89
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	9,000.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	30,700.00	.00	364.00	1.19	30,336.00
	COMMUNITY & ECONOMIC DEV TOTA	678,634.00	85,356.02	148,315.92	21.86	530,318.08
	MAYOR/COUNCIL/CITY MGR TOTAL	12,220.00	306.38	4,514.61	36.94	7,705.39
	COUNCIL TOTAL	7,987.00	.00	2.00	.03	7,985.00
	CITY ADMINISTRATOR TOTAL	74,800.00	342.26	4,074.60	5.45	70,725.40
	CLERK/TREASURER/ADM TOTAL	347,573.00	22,440.12	98,385.56	28.31	249,187.44
	LEGAL SERVICES/ATTORNEY TOTAL	120,800.00	10,019.00	45,989.00	38.07	74,811.00
	CITY HALL/GENERAL BLDGS TOTAL	124,349.00	11,991.31	49,280.67	39.63	75,068.33
	TORT LIABILITY TOTAL	40,160.00	.00	40,653.20	101.23	493.20-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	1,270.31	3,534.49	27.19	9,465.51
	GENERAL GOVERNMENT TOTAL	740,889.00	46,369.38	246,434.13	33.26	494,454.87
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	.00	.00	.00	96,613.00

CITY OF NEVADA
BUDGET REPORT

CALENDAR 11/2020, FISCAL 5/2021 PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT EXPENDED	UNEXPENDED
	2019B CIP WORK TOTAL	570,350.00	.00	.00	.00	570,350.00
	DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
	DEBT SERVICE TOTAL	1,341,263.00	.00	.00	.00	1,341,263.00
	ROADS, BRIDGES, SIDEWALKS TOTAL	4,411,000.00	164,353.69	2,658,160.39	60.26	1,752,839.61
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
	FIELDHOUSE TOTAL	8,500,000.00	.00	12,834.68	.15	8,487,165.32
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	280.00	14.00	1,720.00
	CAPITAL PROJECTS TOTAL	12,943,000.00	164,353.69	2,671,275.07	20.64	10,271,724.93
	OTHER GENERAL GOVERNMENT TOTAL	.00	5,194.01	13,098.33	.00	13,098.33
	WTR 2012C BOND TOTAL	3,983,004.00	.00	3,408,400.75	85.57	574,603.25
	WATER TOTAL	40,720.00	.00	10,180.08	25.00	30,539.92
	WATER-PLANT/PUMPS TOTAL	793,897.00	99,840.67	381,092.34	48.00	412,804.66
	WATER-LINES-INST & O&M TOTAL	61,493.00	4,445.52	24,956.95	40.59	36,536.05
	WATER ACCOUNTING TOTAL	330,517.00	28,878.33	141,275.95	42.74	189,241.05
	WASTEWATER PLANT TOTAL	702,080.00	50,231.83	282,771.44	40.28	419,308.56
	WASTEWATER COLLECTION TOTAL	2,070,052.00	5,785.59	734,794.30	35.50	1,335,257.70
	WASTEWATER ACCOUNTING TOTAL	224,352.00	18,321.58	81,567.21	36.36	142,784.79
	LANDFILL/GARBAGE TOTAL	72,079.00	35,744.71	71,700.24	99.47	378.76
	STORM WATER TOTAL	35,900.00	159.50	1,222.02	3.40	34,677.98
	ENTERPRISE FUNDS TOTAL	8,314,094.00	248,601.74	5,151,059.61	61.96	3,163,034.39
	TRANSFERS IN/OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TRANSFER OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TOTAL EXPENSES	37,154,336.00	789,548.24	12,920,373.63	34.77	24,233,962.37

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 11/2020, FISCAL 5/2021 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	41.6% UNCOLLECTED
	GENERAL TOTAL	4,024,110.00	352,022.70	1,915,314.51 47.60 2,108,795.49
	HOTEL MOTEL TOTAL	11,250.00	3,600.51	4,956.72 44.06 6,293.28
	ROAD USE TAX TOTAL	958,128.00	84,655.01	426,215.96 44.48 531,912.04
	EMPLOYEE BENEFITS TOTAL	702,835.00	45,104.83	375,875.55 53.48 326,959.45
	RUT CAPITAL TOTAL	176,500.00	227.24	175,907.19 99.66 592.81
	EMERGENCY FUND TOTAL	73,308.00	4,713.96	39,290.67 53.60 34,017.33
	LOCAL OPTION SALES TAX TOTAL	922,000.00	282,054.72	646,478.18 70.12 275,521.82
	TAX INCREMENT FINANCING TOTAL	969,646.00	29,307.65	465,469.10 48.00 504,176.90
	LMI-SUBFUND TOTAL	64,672.00	.00	.00 .00 64,672.00
	RESTRICTED GIFTS TOTAL	30.00	4.08	20.56 68.53 9.44
	CEMETARY CIP/LAND TOTAL	300.00	37.10	187.26 62.42 112.74
	LIBRARY TRUST TOTAL	8,100.00	3,698.82	7,446.61 91.93 653.39
	FIRE TRUST TOTAL	300.00	24.47	123.49 41.16 176.51
	SCORE-UNDESIGNATED TOTAL	100.00	7.98	41.90 41.90 58.10
	SCORE O&M TOTAL	5.00	.37	1.86 37.20 3.14
	NORTH STORY BASEBALL TOTAL	21,500.00	6.83	34.45 .16 21,465.55
	SENIOR CENTER TRUST TOTAL	150.00	11.39	57.48 38.32 92.52

CITY OF NEVADA
REVENUE REPORT
CALENDAR 11/2020, FISCAL
BUDGET
ESTIMATE

5/2021
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

41.6%
UNCOLLECTED
Page 2
OPER: KW

ACCOUNT NUMBER	ACCOUNT TITLE					
	GATES HALL PIANO TOTAL	225.00	26.65	134.50	59.78	90.50
	ASSET FORFEITURE TOTAL	100.00	17.09	86.24	86.24	13.76
	PARK OPEN SPACE TOTAL	24,450.00	161.06	15,673.90	64.11	8,776.10
	COLUMBARIAN MAINTENANCE TOTAL	220.00	5.08	25.61	11.64	194.39
	TRAIL MAINTENANCE TOTAL	10,200.00	9.13	10,036.44	98.40	163.56
	DANIELSON TRUST TOTAL	500.00	352.62	1,781.98	356.40	1,281.98-
	LIB BLDG TRUST TOTAL	200.00	.27	1.38	.69	198.62
	TREES FOREVER TOTAL	50.00	6.40	32.29	64.58	17.71
	4TH OF JULY TRUST TOTAL	2,020.00	7.31	136.60	6.76	1,883.40
	COMMUNITY BAND TOTAL	1,000.00	1.19	6.01	.60	993.99
	DEBT SERVICE TOTAL	1,364,389.00	36,135.53	314,758.92	23.07	1,049,630.08
	CH CAMPUS PROJ TOTAL	100.00	.82	5.36	5.36	94.64
	LIBRARY ADDITION TOTAL	102,237.00	10,791.11	89,787.09	87.82	12,449.91
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	.00	.00	8,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	270.84	1,993.20	5.69	33,006.80
	2019 CIP WORK TOTAL	.00	2,352.27	11,874.89	.00	11,874.89-
	2019 SOUTH D AVE PAVING TOTAL	.00	480,179.97	480,179.97	.00	480,179.97-

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	5/2021 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	9,285,000.00	6,172.07	287,985.46	3.10	8,997,014.54
	TRAIL CIP RESERVE PROJTS TOTA	66,837.00	337.41	1,702.90	2.55	65,134.10
	2017 STS/WT/SE/STRM PROJ TOTA	.00	491.15	2,478.87	.00	2,478.87-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	.00	45,903.65	.00	45,903.65-
	2017 BOND, REFUND 2013B TOTAL	.00	.01	.05	.00	.05-
	PERPETUAL CARE TOTAL	3,800.00	600.00	1,850.00	48.68	1,950.00
	WATER TOTAL	2,204,527.00	285,156.69	1,109,349.21	50.32	1,095,177.79
	WATER DEPOSITS TOTAL	25,000.00	1,050.00	9,040.00	36.16	15,960.00
	WATER PLANT UPGRADE RSRV TOTA	210,000.00	1,533.11	207,437.48	98.78	2,562.52
	WATER 2012C/2020B BOND TOTAL	3,440,757.00	.00	4,074,246.46	118.41	633,489.46-
	WATER CAPITAL REVOLVING TOTAL	127,500.00	460.42	127,576.99	100.06	76.99-
	SEWER TOTAL	1,316,054.00	143,771.47	690,150.61	52.44	625,903.39
	SEWER CONSTRUCTION TOTAL	323,000.00	9,003.50	293,456.81	90.85	29,543.19
	SEWER CAP IMP PROJECT TOTAL	3,000,000.00	.00	.00	.00	3,000,000.00
	SEWER EQUIP REVOLVING TOTAL	63,000.00	419.28	62,125.79	98.61	874.21
	LANDFILL/GARBAGE TOTAL	68,650.00	6,227.91	30,411.11	44.30	38,238.89
	STORM WATER TOTAL	178,900.00	15,841.30	78,623.67	43.95	100,276.33

CITY OF NEVADA
REVENUE REPORT
CALENDAR 11/2020, FISCAL
BUDGET
ESTIMATE

5/2021
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 4
OPER: KW
41.6%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 11/2020, FISCAL BUDGET ESTIMATE	5/2021 MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	41.6% UNCOLLECTED
	REVOLVING FUND TOTAL	487,500.00	6,207.02	397,252.68 81.49	90,247.32
	FLEX BENEFIT REVOLVING TOTAL	.00	2,461.26	13,640.28 .00	13,640.28-
	OTHER INTERNAL SERV FUND TOTA	4,500.00	433.58	2,188.30 48.63	2,311.70
	TOTAL REVENUE BY FUND	<u>38,778,650.00</u>	<u>1,815,961.18</u>	<u>12,419,356.19 32.03</u>	<u>26,359,293.81</u>

Applicant License Application (LC0032922)Item # 5D
Date: 12/14/2020Name of Applicant: Mi Casita, Inc.Name of Business (DBA): Mi CasitaAddress of Premises: 1115 6th StreetCity NevadaCounty: StoryZip: 50201Business (515) 382-2444Mailing 1115 6th StreetCity NevadaState IAZip: 50201**Contact Person**Name Martin FuentesPhone: (515) 382-2444

Email

bzednichek@shomo-madsen.com**Classification** Class C Liquor License (LC) (Commercial)Term: 12 monthsEffective Date: 12/15/2020Expiration Date: 12/14/2021**Privileges:**Class C Liquor License (LC) (Commercial)Outdoor ServiceSunday Sales**Status of Business**Business Type: Privately Held CorporationCorporate ID Number: XXXXXXXXXXFederal Employer ID XXXXXXXXXX**Ownership****Martin Fuentes**First Name: MartinLast Name: FuentesCity: BooneState: IowaZip: 50036Position: Owner% of Ownership: 100.00%U.S. Citizen: Yes**Insurance Company Information**Insurance Company: Integrity InsurancePolicy Effective Date: 12/15/2020Policy Expiration 12/15/2021

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective Date

Temp Transfer Expiration Date:

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the December 14, 2020 Council Agenda

Business Name Mi Casita Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

11-25-20
Date

RAD
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders



Item # 5E
Date: 12/14/2020

December 3rd, 2020

Mrs. Kerin Wright
City of Nevada
1209 6th Street
P.O. Box 530
Nevada, Iowa 50201-0530

RE: 2021 Bridge Inspection Services

Dear Mrs. Wright:

As requested, we have prepared this proposal to perform the inspection of 6 bridges in the City of Nevada, 5 of which will be inspected by conventional visual methods and 1 of which will be inspected with the use of an Iowa DOT snooper truck. The scope of work covers inspection services required by the federal program to maintain funding eligibility for the City of Nevada. Field inspections on the structures are due to be completed in June 2021.

We will complete the scope of work as outlined on Exhibit "A" and under the terms and conditions of the attached standard professional services agreement.

We will perform the bridge inspection services as shown below:

5 bridges at \$252 per bridge	\$1,260
6 th Street bridge	\$ 681
<i>Total Shuck-Britson Fee</i>	<i>\$1,941</i>
Iowa DOT snooper truck rental + operators	\$194/hr (\$970 estimated)
Flaggers and traffic control (Iowa Plaines Signing)	\$ 550 (estimated)
<i>Total Estimated Project Cost</i>	<i>\$3,461</i>

The Iowa DOT will provide the snooper truck and operators for the 6th Street bridge inspection, as has been done in past inspection cycles. The DOT requires the lease to be set up directly between the DOT and the City. Once we have approval to proceed with the project, we will contact the DOT to schedule the truck. The DOT will then contact the City to set up the lease agreement.

Mrs. Kerin Wright
City of Nevada
December 3, 2020
Page 2 of 2

Should you have any questions or wish to discuss any aspect of the proposed services, please feel free to contact our office. If this proposal is acceptable, please return one signed copy for our file. We appreciate the opportunity to assist the City of Nevada.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brian Johnson".

Brian Johnson, P.E.



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 3rd day of December, 2020, **Shuck-Britson, Inc.**,
400 East Court Avenue, Suite 140, Des Moines, Iowa 50309 (hereinafter, Professional), and
City of Nevada, 1209 6th Street, Nevada, Iowa 50201
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: 2021 Bridge Inspection Services
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of \$10,000 for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services (2 pages)

Exhibit

City of Nevada (Client)

By: _____
(Authorized agent)

(Printed or typed signature)

Exhibit

Exhibit

SHUCK-BRITSON, INC. (Professional)

By: _____
(Authorized agent)

Timothy J. Monson, P.E.
(Printed or typed signature)

Route executed copy to: MEA

2021 CITY OF NEVADA BRIDGE INSPECTION PROGRAM**SCOPE OF WORK**

Shuck-Britson Inc. proposes to perform this bridge inspection program as follows:

1. Physical inspection of six bridges as designated by City. Inspection to be performed by an engineer qualified under current FHWA and Iowa DOT requirements.

• 6 th Street over West Branch Indian Creek	FHWA #49000
• 8 th Street over West Branch Indian Creek	FHWA #8530
• E Avenue over West Branch Indian Creek	FHWA #8565
• Lincoln Highway over Union Pacific Railroad	FHWA #362440
• Lincoln Highway over West Branch Indian Creek	FHWA #49411
• W. 4 th Street over West Branch Indian Creek	FHWA #314531

The 6th Street bridge will require the use of an Iowa DOT snooper truck to perform the inspection. Shuck-Britson will schedule the truck with the Iowa DOT. The contract and payment for use of the truck will be coordinated between the Iowa DOT and the City of Nevada, per Iowa DOT requirements. Traffic control and flaggers will also be required. Shuck-Britson will schedule these services with an outside agency as has been done in the past.

2. Updating of the Iowa DOT SIIMS (Structure Inventory and Inspection Management System) system with a copy of the inspection report and SI&A form for the City. Bridges will have the following information updated in SIIMS:
 - Upload and label photos showing roadway and side views, and major problem areas (if any).
 - Update field data collection forms for deck, superstructure, substructure, culvert, and channel.
 - Update SI&A fields.
 - Complete load rating evaluation form.
 - Complete critical finding form, if required.
3. Updating of City files with all SI&A forms, photographs, and SIIMS generated field inspection reports.
4. Complete field inspections in June 2021. Iowa DOT SIIMS updates and load rating updates will be started within 30 days of the field inspection date and finalized within 90 days of the field inspection date per Iowa DOT I.M. 7.020. Inspection reports will be completed and delivered by September 2021.
5. Bridge inspection services will be completed for a fee of \$1,941 plus traffic control costs. Snooper truck rental cost will be handled between the City and the Iowa DOT.

Assumptions:

- Bridge inspection program will conform to the requirements of Iowa DOT Instructional Memorandum 7.020 and the AASHTO Manual for Bridge Evaluation, current editions.
- City will provide a list of repairs/maintenance/replacements since the last inspection and information on the type of work performed.
- Load rating updates will be for the controlling member. Material in files, prepared by others, will be relied upon as accurate, including field measurements.
- Element level inspection requirements are not included in this scope.
- Additional services, if requested, will be provided on a time and material basis.
- Services shall be performed in accordance with the standard of professional practice ordinarily exercised by similar professionals at the time and in the locality where the work is performed.

Item # 5F
Date: 12/14/2020

CENTRAL IOWA REGIONAL
CIRTPA
TRANSPORTATION PLANNING ALLIANCE

420 Watson Powell Jr. Parkway, Suite 200
Des Moines, Iowa 50309
Phone: 515.334.0075
www.cirtpa.org

December 1, 2020

Mayor Brett Barker
City of Nevada
1209 6th St.
Nevada, IA 50201

DEC 4 2020

RE: Calendar Year 2021 CIRTPA Representation

Dear Mayor Barker,

The Central Iowa Regional Transportation Planning Alliance (CIRTPA) annually requests its member governments to appoint or to reappoint, by City Council action, persons to represent that member government on the CIRTPA Transportation Policy Committee (TPC) and on the CIRTPA Transportation Technical Committee (TTC).

The City of Nevada, through the Amended and Substituted Agreement Establishing the Central Iowa Regional Transportation Planning Alliance under Chapter 28E, Code of Iowa (28E Agreement) is entitled to one primary representative and to one alternate representative to both the CIRTPA TPC and to the CIRTPA TTC. The City of Nevada's current representation is:

CIRTPA TPC Primary Representative
CIRTPA TPC Alternate Representative
CIRTPA TTC Primary Representative
CIRTPA TTC Alternate Representative

Larry Stevens
Brandon Mickelson *Casey Patten*
Larry Stevens
Brandon Mickelson *Casey Patten*

There should be a strong link between the Nevada City Council and its CIRTPA representatives to enhance communication among our member governments through the CIRTPA process. The CIRTPA, in accordance with Title VI of the Civil Rights Act of 1964, urges our member governments to consider minority individuals when making these appointments.

This correspondence is to request the City of Nevada submit the names and contact information of each newly appointed or reappointed representatives to the CIRTPA TPC and to the CIRTPA TTC on the enclosed forms. **These forms are due to the CIRTPA on or before January 15, 2021.**

Thank you for your assistance. If you have any questions regarding this request, please contact Tracey Deckard by telephone at (515) 334-0075 or by e-mail at tdeckard@dmampo.org.

Respectfully yours,



R. Todd Ashby
Program Coordinator

2021 Representative Information

CIRTPA POLICY COMMITTEE

Primary Representative:

Name: Larry Stevens Title: City Engineer
Address: 5525 Merle Hay Road Suite 200
City, State, Zip: Johnston IA 50131-1448
Email: lstevens@hrgreen.com Phone: 515-657-5273
Jurisdiction/Agency: City of Nevada

Alternate Representative:

Name: Casey Patton Title: City Engineer
Address: 5525 Merle Hay Road Suite 200
City, State, Zip: Johnston IA 50131-1448
Email: c.pattson@hrgreen.com Phone: 515-657-5252
Jurisdiction/Agency: City of Nevada

If any additional staff member should receive copies of emails or notices for the representative, please provide the following:

Name: _____

Email: _____

Please return this form to:

Tracey Deckard, Office Manager
CIRTPA Office
420 Watson Powell Jr. Way, Suite 200
Des Moines, IA 50309
tdeckard@dmampo.org

2021 Representative Information

CIRTPA Transportation Technical Committee (TTC)

Primary Representative:

Name: Larry Stevens Title: _____

Address: _____

City, State, Zip: _____

Email: _____ Phone: _____

Jurisdiction/Agency: _____

Alternate Representative:

Name: Casey Patton Title: _____

Address: _____

City, State, Zip: _____

Email: _____ Phone: _____

Jurisdiction/Agency: _____

If any additional staff member should receive copies of emails or notices for the representative, please provide the following:

Name: _____

Email: _____

Please return this form to:

Tracey Deckard, Office Manager
CIRTPA Office
420 Watson Powell Jr. Way, Suite 200
Des Moines, IA 50309
tdeckard@dmampo.org



Item # 56
Date: 12/14/2020

Alliant Energy CUSTOMER PROPOSAL

Kerin Wright
935 Lincoln hwy
Nevada, Ia 50201
11/24/2020, 9:58:50 AM

Dear Kerin Wright,

Luminous LLC is pleased to present this Project Summary for the equipment survey performed at your facility by Collette Thomas on 11/24/2020.

The Project Summary outlines your facility's energy-saving opportunity(s) in the *Small Business Energy Solutions program*. To encourage your business to install more energy-efficient equipment, this program will pay a substantial portion of the project costs directly to the participating contractor on your behalf. The amount paid to the contractor is based on the amount of kilowatt-hours saved by your project. Your investment in the project costs will not exceed the amount listed as Customer Cost in the Project Savings Section.

Pre- and post-installation inspections may be conducted as a part of the program. I will coordinate this with you, so that it is scheduled at your convenience. You are not obligated to pay your portion of the project cost until installation is completed and verified.

Right to Cancel:

You have three days after you receive a printed or emailed copy of this Project Summary from the Participating Contractor to cancel this agreement. If you have any questions related to the program, the installation, or need to cancel this agreement contact the contractor or a program representative at 1-866-857-8782 or alliantsbes@CLEAResult.com.

Attached please find the Project Savings Summary, Scope of Work, and Terms and Conditions.

Sincerely,
Collette Thomas

PROJECT SAVINGS SUMMARY

Customer Information:

Nevada Fire station, Nevada Fire station, Kerin Wright, 935 Lincoln hwy, Nevada, Ia 50201

Contractor Information:

Collette Thomas, Luminous LLC, 7076 Coolidge St, NORWALK, IA 50211

PROJECT SAVINGS*

Estimated Annual Bill Savings: \$ 1,419.95

Project Cost: \$ 5,640.00

Project Incentive: \$ 2,839.90

Included Non-EE Costs: \$ 0

Customer Cost: \$ 2,800.1

Project Payback: 23.66 months

Estimated kW Savings: 2.88

Estimated kWh Savings: 14,199.47

* Savings are based on \$ 0.1 per kWh utility rate

The table below shows a brief overview of your estimated return on investment as well as the estimated annual savings that may be realized from the installation of the energy-efficient equipment.

1 Year savings: \$ 0.00

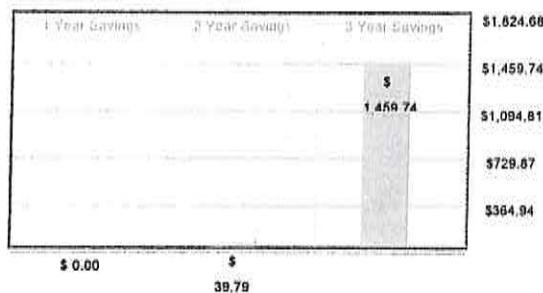
2 Year savings: \$ 39.79

3 Year savings: \$ 1,459.74

Annual cost savings: \$ 1,419.95

Project cost to customer: \$ 2,800.1

Payback 23.66 months



ANNUAL CARBON IMPACT

Based on your total estimated annual kWh savings, your total greenhouse gas reduction is:

- 10.02 metric tons of carbon dioxide

That is equivalent to eliminating the greenhouse gas emissions of:

- 2.09 passenger vehicles
- 1123.18 gallons of gasoline
- 1.51 homes

(Source: <http://www.epa.gov/cleanenergy/energy-resources/calculator.html> on 01/01/2014)

SCOPE OF WORK

Customer Information:

Nevada Fire station, Nevada Fire station, Kerin Wright, 935 Lincoln hwy, Nevada, IA 50201

Contractor Information:

Collette Thomas, Luminous LLC, 7076 Coolidge St, NORWALK, IA 50211

Lighting

Room Description	Original Fixture Description	Replacement Fixture Description	Replacement Fixture Notes
Everywhere	[28] x F42ILL - T8, Electronic, (2) 32W 48in lamps	[56] x LED012-LAMP - LED Lamp, Electronic, (1) 12W	
Everywhere	[36] x F44ILL - T8, Electronic, (4) 32W 48in lamps	[144] x LED012-LAMP - LED Lamp, Electronic, (1) 12W	

Control Survey

Room Description	Original Control	Replacement Control
------------------	------------------	---------------------

TERMS & CONDITIONS

Disclaimer:

The selection of a participating contractor to perform work is the sole decision of the property owner, customer, and/or authorized lessee/occupant. Inclusion of a contractor in the program's participating contractor list does not constitute an endorsement of any product, individual, or company by Alliant Energy or any CLEAResult company. Work performed by a participating contractor is not guaranteed or subject to any representation or warranty, either expressed, implied or otherwise, by either the Interstate Power and Light Company (IPL), an Alliant Energy Company, its affiliates, or any CLEAResult company. Neither Alliant Energy or any CLEAResult company makes any guarantee, other representation or warranty, expressed, implied or otherwise, as to the quality, cost, or effectiveness of product(s) provided or work(s) performed by a participating contractor, participating contractor employees, subcontractors, or suppliers. Project costs and incentive amounts noted in this Project Summary are estimates, and under all circumstances are subject to validation from Small Business Energy Solutions program administrators prior to being authorized to begin construction. Incentives are issued on a first-come, first-served basis. Incentives are offered until approval funds are exhausted or through December 31, 2020, whichever comes first. Submission of signed project proposal does not guarantee payment. Alliant Energy reserves the right to modify or end this program at any time without prior notice. Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies, neither Alliant Energy or any CLEAResult company guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer under the program. Because a facility's energy use is impacted by multiple factors, energy savings may not be immediately apparent. For lighting projects, in addition to reduced energy costs, a high-efficiency lighting improvement project will typically result in improved lighting quality and consistency, and reduced maintenance costs.

CUSTOMER ACKNOWLEDGEMENT: I acknowledge that by signing below I commit to having the energy efficient equipment installed that is specified in the Scope of Work. I agree to allow inspection of the installation if requested by the program representative. I agree to pay the participating contractor the Customer Costs specified in the Project Savings Summary. I acknowledge that I have read and understand the above disclaimer.

Customer Name: Kerin Wright

Customer Company Name: Nevada Fire station

Customer Signature:

CONTRACTOR ACKNOWLEDGEMENT: I acknowledge that by signing below I have committed to providing the equipment installation specified in this Scope of Work to industry best practice standards. In addition I will provide a written warranty of labor and materials for a minimum of one year from the date the service is performed. Installed equipment will carry manufacturer's warranty, including optional extended warranty coverage. All equipment installed has received ENERGY STAR® qualification or DesignLights Consortium™ qualification. I will not charge any amount higher than the Customer Costs outlined in the Project Savings Summary.

Contractor Name: Collette Thomas

Contractor Signature:

Collette Thomas

While the contractor is solely liable for all work performed and associated with this project, representatives from Alliant Energy are available to assist you by answering questions or addressing your concerns regarding the program or this project.

If you have any questions related to the program, the installation, or need to cancel this agreement contact the Participating Contractor or a program representative at 1-866-857-8782 or alliantsbes@CLEAResult.com.

Review other rebate offerings from Alliant Energy at www.alliantenergy.com/rebates.



Alliant Energy CUSTOMER PROPOSAL

Jeremy Neveda
1209 6th St
Neveda , la 50201
12/8/2020, 9:18:07 AM

Dear Jeremy Neveda,

Luminous LLC is pleased to present this Project Summary for the equipment survey performed at your facility by Collette Thomas on 12/8/2020.

The Project Summary outlines your facility's energy-saving opportunity(s) in the *Small Business Energy Solutions program*. To encourage your business to install more energy-efficient equipment, this program will pay a substantial portion of the project costs directly to the participating contractor on your behalf. The amount paid to the contractor is based on the amount of kilowatt-hours saved by your project. Your investment in the project costs will not exceed the amount listed as Customer Cost in the Project Savings Section.

Pre- and post-installation inspections may be conducted as a part of the program. I will coordinate this with you, so that it is scheduled at your convenience. You are not obligated to pay your portion of the project cost until installation is completed and verified.

Right to Cancel:

You have three days after you receive a printed or emailed copy of this Project Summary from the Participating Contractor to cancel this agreement. If you have any questions related to the program, the installation, or need to cancel this agreement contact the contractor or a program representative at 1-866-857-8782 or alliantsbes@CLEAResult.com.

Attached please find the Project Savings Summary, Scope of Work, and Terms and Conditions.

Sincerely,
Collette Thomas

PROJECT SAVINGS SUMMARY

Customer Information:

City Hall Police Department, City Hall Police department, Jeremy Nevada, 1209 8th St , Nevada , IA 50201

Contractor Information:

Collette Thomas, Luminous LLC, 7076 Coolidge St, NORWALK, IA 50211

PROJECT SAVINGS*

Estimated Annual Bill Savings: \$ 6,132.15

Project Cost: \$ 19,070.76

Project Incentive: \$ 12,264.30

Included Non-EE Costs: \$ 0

Customer Cost: \$ 6,806.46

Project Payback: 13.32 months

Estimated kW Savings: 6.70

Estimated kWh Savings: 61,321.47

* Savings are based on \$ 0.1 per kWh utility rate

The table below shows a brief overview of your estimated return on investment as well as the estimated annual savings that may be realized from the installation of the energy-efficient equipment.

1 Year savings: \$ 0.00

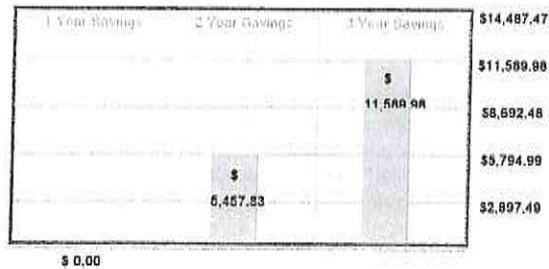
2 Year savings: \$ 5,457.83

3 Year savings: \$ 11,589.98

Annual cost savings: \$ 6,132.15

Project cost to customer: \$ 6,806.46

Payback 13.32 months



ANNUAL CARBON IMPACT

Based on your total estimated annual kWh savings, your total greenhouse gas reduction is:

- 43.29 metric tons of carbon dioxide

That is equivalent to eliminating the greenhouse gas emissions of:

- 9.01 passenger vehicles
- 4850.53 gallons of gasoline
- 6.50 homes

(Source: <http://www.epa.gov/cleanenergy/energy-resources/calculator.html> on 01/01/2014)

TERMS & CONDITIONS

Disclaimer:

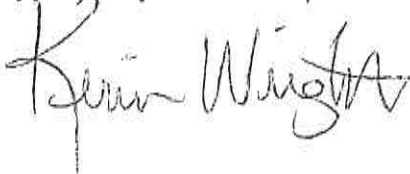
The selection of a participating contractor to perform work is the sole decision of the property owner, customer, and/or authorized lessee/occupant. Inclusion of a contractor in the program's participating contractor list does not constitute an endorsement of any product, individual, or company by Alliant Energy or any CLEAResult company. Work performed by a participating contractor is not guaranteed or subject to any representation or warranty, either expressed, implied or otherwise, by either the Interstate Power and Light Company (IPL), an Alliant Energy Company, its affiliates, or any CLEAResult company. Neither Alliant Energy or any CLEAResult company makes any guarantee, other representation or warranty, expressed, implied or otherwise, as to the quality, cost, or effectiveness of product(s) provided or work(s) performed by a participating contractor, participating contractor employees, subcontractors, or suppliers. Project costs and incentive amounts noted in this Project Summary are estimates, and under all circumstances are subject to validation from Small Business Energy Solutions program administrators prior to being authorized to begin construction. Incentives are issued on a first-come, first-served basis. Incentives are offered until approval funds are exhausted or through December 31, 2020, whichever comes first. Submission of signed project proposal does not guarantee payment. Alliant Energy reserves the right to modify or end this program at any time without prior notice. Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies, neither Alliant Energy or any CLEAResult company guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer under the program. Because a facility's energy use is impacted by multiple factors, energy savings may not be immediately apparent. For lighting projects, in addition to reduced energy costs, a high-efficiency lighting improvement project will typically result in improved lighting quality and consistency, and reduced maintenance costs.

CUSTOMER ACKNOWLEDGEMENT: I acknowledge that by signing below I commit to having the energy efficient equipment installed that is specified in the Scope of Work. I agree to allow inspection of the installation if requested by the program representative. I agree to pay the participating contractor the Customer Costs specified in the Project Savings Summary. I acknowledge that I have read and understand the above disclaimer.

Customer Name: Jeremy Nevada

Customer Company Name: City Hall Police Department

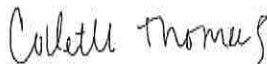
Customer Signature:



CONTRACTOR ACKNOWLEDGEMENT: I acknowledge that by signing below I have committed to providing the equipment installation specified in this Scope of Work to industry best practice standards. In addition I will provide a written warranty of labor and materials for a minimum of one year from the date the service is performed. Installed equipment will carry manufacturer's warranty, including optional extended warranty coverage. All equipment installed has received ENERGY STAR® qualification or DesignLights Consortium™ qualification. I will not charge any amount higher than the Customer Costs outlined in the Project Savings Summary.

Contractor Name: Collette Thomas

Contractor Signature:



While the contractor is solely liable for all work performed and associated with this project, representatives from Alliant Energy are available to assist you by answering questions or addressing your concerns regarding the program or this project.

If you have any questions related to the program, the installation, or need to cancel this agreement contact the Participating Contractor or a program representative at 1-866-857-8782 or alliantsbes@CLEAResult.com.

Review other rebate offerings from Alliant Energy at www.alliantenergy.com/rebates.

SCOPE OF WORK

Customer Information:

City Hall Police Department, City Hall Police department, Jeremy Nevada, 1209 6th St , Nevada , Ia 50201

Contractor Information:

Collette Thomas, Luminous LLC, 7076 Coolidge St, NORWALK, IA 50211

Lighting

Room Description	Original Fixture Description	Replacement Fixture Description	Replacement Fixture Notes
City Hall	[176] x F42ILL - T8, Electronic, (2) 32W 48in lamps	[352] x LED012-LAMP - LED Lamp, Electronic, (1) 12W	
Police Department	[71] x F42ILL - T8, Electronic, (2) 32W 48in lamps	[142] x LED012-LAMP - LED Lamp, Electronic, (1) 12W	
City Hall	[44] x F43ILL - T8, Electronic, (3) 32W 48in lamps	[132] x LED012-LAMP - LED Lamp, Electronic, (1) 12W	
Fire	[18] x F42ILL - T8, Electronic, (2) 32W 48in lamps	[36] x LED012-LAMP - LED Lamp, Electronic, (1) 12W	

Control Survey

Room Description	Original Control	Replacement Control
------------------	------------------	---------------------

Item # 517
Date: 12/14/2020

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____

RENEWAL X

I/We, Prett Sanitation Inc address 60800 LINCOLN HWY
do hereby, this 8th day of 2020, 20__ make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2021 to December 31, 2021. **I have attached the following documents to this application:** 1) a Certificate of Satisfactory Inspection issued by the City of Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of the number and type of collection and transportation equipment to be used; 3) a complete description of the frequency, routes and method of collection and transportation to be used; 4) a statement as to the precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6) if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 150 (\$25 per vehicle – list below) is attached to this application. I further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its requirements and will conduct myself and my equipment accordingly.

Signed

By _____

Vehicles:

1. 2009 International Roll off TRUCK
2. 1999 International Roll off TRUCK
3. 2007 STERLING ROLL OFF TRUCK
4. 2000 International Packer TRUCK
5. 2005 INTERNATIONAL PACKER TRUCK
6. 2013 FREIGHTLINER PACKER TRUCK

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest: _____

City Clerk,

City Administrator

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106. *PROVIDED WHEN RECEIVED BACK*
2. ✓ A complete and accurate listing of the number and type of collection and transportation equipment to be used;
3 ROLL OFF TRUCKS - complete list on page 1
3 REAR LOAD PACKERS - complete list on page 1

3. ✓ A complete description of the frequency, routes and method of collection and transportation to be used;

4. ✓ A statement as to the precise location and method of disposal or processing facilities to be used;
Residential and commercial MSW disposed of at Amers Resource Recovery
CONSTRUCTION/DEMOLITION MATERIAL DISPOSED OF AT BEONE COMPANY LANDFILL

5. ✓ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and *ALREADY ON FILE RENEWAL WILL BE SENT WHEN APPLICABLE*
6. ✓ If a corporation, the names and addresses of the officers thereof.
Gavin Stone, President.

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____

RENEWAL X

I/We, Arends Sanitation, Inc. address 11608 4th St / Nevada
do hereby, this 18th day of November, 2020 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2021 to December 31, 2021. **I have attached the following documents to this application:** 1) a Certificate of Satisfactory Inspection issued by the City of Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of the number and type of collection and transportation equipment to be used; 3) a complete description of the frequency, routes and method of collection and transportation to be used; 4) a statement as to the precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6) if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 125⁰⁰ (\$25 per vehicle – list below) is attached to this application. I further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its requirements and will conduct myself and my equipment accordingly.

Signed

By Charlotte (Arends)
Arends Sanitation, Inc.

Vehicles:

1. 2006 Freightliner - Trash truck
2. 1998 International - Hook/Rolloff truck
3. 2005 Sterling - Trash/Demo truck
4. 2007 Freightliner - Trash truck
5. 2008 International - Trash truck

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest: _____
City Clerk, City Administrator

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106. *Will provide when we receive*
2. X A complete and accurate listing of the number and type of collection and transportation equipment to be used;
2006 Freightliner - trash truck
1998 International - Hook/ Roll off truck
2005 Sterling - trash/demo truck
2007 Freightliner - trash truck
2008 International - trash truck
3. X A complete description of the frequency, routes and method of collection and transportation to be used;
Pickup in Nevada is on Wednesday & Saturday for residential customers
Commercial customers are Monday thru Saturday
4. X A statement as to the precise location and method of disposal or processing facilities to be used;
All trash goes to Ames Resource Recovery Plant or to Boone County Landfill when the plant diverts us there.
All demo materials go to Boone County Landfill
5. X A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and *Should already have on file*
6. X If a corporation, the names and addresses of the officers thereof.
Carl Arends - President
Charlotte Arends - Vice President
Address: 1704 5th St / Nevada

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____ RENEWAL ✓

I/We, Waste Management address 210 Fred Dave Ames, Iowa
do hereby, this 2 day of November, 2020 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2021 to December 31, 2021. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 325 (\$25 per vehicle - list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed

By Lindsay Pertrass
Waste Management of Ames

Vehicles:

1. _____
2. _____
3. _____
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest:

City Clerk, _____

City Administrator _____

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. _____ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
2. _____ A complete and accurate listing of the number and type of collection and transportation equipment to be used;

3. ☒ A complete description of the frequency, routes and method of collection and transportation to be used;
Residential frontload - Wednesday
Commercial frontload - Monday, Tuesday, Wednesday, Friday

4. ☒ A statement as to the precise location and method of disposal or processing facilities to be used;
Resource Recovery 110 Center Ave, Ames IA 50010

5. _____ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and
6. _____ If a corporation, the names and addresses of the officers thereof.

UNIT_NO	YEAR	MAKE	MODEL	LICENSE	MANUFACTURER	SERIAL_NO	SPEC_NO
208722	2007	MACK	MR688S	AJF778 - IA	MACK TRUCKS INC	1M2K195C97M035065	07MK688DMSFMC
210684	2009	PETERBILT	320	JSC932 - IA	PETERBILT MOTORS CO	3BPZL50X59F718666	09PB320DSSFNW
213892	2007	PETERBILT	320	GQM266 - IA	PETERBILT MOTORS CO	1NPZL00X87D717186	07PB320DSSFNW
263957	2004	MACK	LE613	JAR422 - IA	MACK TRUCKS INC	1M2AC07C64M009873	04MKL13DMDFMC
264100	2005	MACK	LE613	HOV822 - IA	MACK TRUCKS INC	1M2AC07C25M010827	05MKL13DMDFMC
264619	2007	MACK	LE613	HOV823 - IA	MACK TRUCKS INC	1M2AC07C67M013264	07MKL13DMDFMC
264793	2009	PETERBILT	320	FHA710 - IA	PETERBILT MOTORS CO	3BPZL0EX49F719013	09PB320DSSDFMC
412439	2009	PETERBILT	365	HKF602 - IA	PETERBILT MOTORS CO	1NPSL00X29N777088	09PB365DSROGB
413115	2008	MACK	GU700	JSK813 - IA	MACK TRUCKS INC	1M2AX04C48M003309	08MKG70DMROGB
415625	2018	PETERBILT	365	IYA873 - IA	PETERBILT MOTORS CO	1NPSL70X2JD455179	18PB365DSROGB
416421	2019	PETERBILT	365	HKJ711 - IA	PETERBILT MOTORS CO	1NPSL70X8KD499866	19PB365DSROGB
416253	2008	KENWORTH	T300	GUS118 - IA	KENWORTH TRUCK CO	2NKMLN9X38M217061	08KWT30DPRORU
417806	2007	MACK	CXN613	CX1672 - IA	MACK TRUCKS INC	1M1AK06Y37N015911	07MKCXNDRO

Complete the WM Payment Request Form for Suppliers who do not generate Invoices.

Instructions:

1. Confirm the Vendor Name/Address exists in Coupa.

Note: If the supplier does not exist in Coupa, then from the Coupa Homepage go the "Forms" dropdown menu and complete the form:

"2 - New Vendor Request (Non-PO) - Internal Use" to add the Supplier to Coupa prior to submitting this payment request form.

2. Populate the yellow fields below with the requested information.

3. eMail the WM Payment Request Form and supporting documents (behind form) to Scan One for processing:

wminvoice@onlinecapturecenter.com

PAYMENT REQUEST FORM

Vendor Name and Remit Information:

CITY OF NEVADA
1209 6TH ST
PO BOX 530
NEVADA, IOWA 50201-0530

Invoice Header Details

PO Number

Invoice #

Invoice Date

2021

WM Site Name and Address:

WASTE MANAGEMENT OF AMES
210 FREEL DRIVE
AMES IOWA 50010

WM Contact

WM email

TAWNIA MARTIN
TMART126@WM.COM

Purchase Description:

PQ Line#	Qty	Unit Price	Extended Amount
CITY OF NEVADA HAULERS FEE 2020	1	\$ 325.00	\$ 325.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Comments Optional (type any specific comments in this box)

Subtotal

Freight

Miscellaneous
Charges

Sales TAX

Canadian Tax GST

Canadian Tax HST

Canadian Tax PST

Canadian Tax QST

Total Amount Due

Currency

\$ 325.00
\$ 325.00
USD

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____ RENEWAL X

I/We, Aspen Waste address 67 N Ave Nevada Ia 50201
do hereby, this 5th day of December, 20 20 make application for a License/Renewal from
the City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to
pick up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2021 to December 31, 2021. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 100.00 (\$25 per vehicle - list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed

By



Vehicles:

1. #303 2021 International HV607
2. #1535 2016 Freightliner Loadmaster EX
3. #1516 2013 Freightliner Heil 5000
4. #1536 Freightliner Loadmaster EX
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest:

City Clerk,

City Administrator

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. ☐ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
2. ☒ A complete and accurate listing of the number and type of collection and transportation equipment to be used;

#303 2021 International HV607 will be used for trash collection
#1535 2016 Freightliner Loadmaster EX will be used for trash collection
#1516 2013 Freightliner Heil 5000 will be used for trash collection
#1536 Freightliner Loadmaster EX will be used for recycle collection – bi-weekly

Total we will have 3 trash trucks and 1 recycle truck to service our Nevada customers.
3. ☒ A complete description of the frequency, routes and method of collection and transportation to be used;

We will have 3 trash trucks and 1 recycle truck. The trash trucks will operate in Nevada weekly on Thursdays and the recycle truck will operate biweekly on Fridays. These routes will be completed by our side load and rear load trucks.
4. ☒ A statement as to the precise location and method of disposal or processing facilities to be used;

We will dispose of all trash at the City of Ames Resource Recovery Plant. When the RRP is closed then we will take all trash to the Boone County Landfill. All of our recycling will be taken to Mid America Recycling or International Paper in Des Moines.
5. ☒ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and *** Attached ***
6. ☒ If a corporation, the names and addresses of the officers thereof.
Thor Nelson, 2951 Weeks Ave SE MN 55414

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

STATE
MN
COMPANY

POLICY NUMBER

CA6675496

Safety National Casualty Corporation
EFFECTIVE DATE

12/31/2019

EXPIRATION DATE

12/31/2020

YEAR MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

FLEET

AGENCY/COMPANY ISSUING CARD

Marsh & McLennan Agency
763-748-8000

INSURED

Aspen Waste Systems Inc
2951 Weeks Avenue S.E.
Minneapolis MN 55414

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE
AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your
Agent/Company as soon as possible. Obtain the following
information:

1. Name and address of each driver, passenger and
witness.
2. Name of Insurance Company and policy number for
each vehicle involved.

Pursuant to M.S. 65B.67, failure to provide proof of insurance
at the request of a law enforcement official or within 14 days
is a misdemeanor punishable by a \$700 fine and/or 90 days
in jail, and revocation of driving privileges

Item # 7A(1-2)
 Date: 12/14/2020


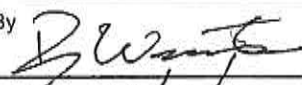
CHANGE ORDER

Distribution:

Owner X
 Contractor X
 HRG X
 Field _____
 Other _____

PROJECT: Central Business District Infrastructure Project Nevada, Iowa	Change Order No.	Change Order 4
	Date	December 7, 2020
To Contractor: Con-Struct, Inc. 305 South Dayton Avenue Ames, IA 50010	Project No.	HRG 180306
	Original Contract Date	February 24, 2020
<p>The contract is changed as follows:</p> <ol style="list-style-type: none"> 1. Install area drain in bumpout at SE Corner of J Avenue at 6th Street Lump sum at \$ 792.00. See attached breakdown. Add \$ 792.00 2. Install concrete pad around window well at 937 6th Street Lump sum at \$ 1,771.00. See attached breakdown. Add \$ 1,771.00 3. Install rock landscaping around streetlight controller adjacent to alley at Nevada Comm. Historical Society property at 624 J Avenue Lump sum at \$ 2,802.03. See attached breakdown. Add \$ 2,802.03 4. Modify two streetlight pole bases, LA201 and LA202 on J Avenue, to avoid multiple conduit conflicts Lump sum at \$ 3,892.35. See attached breakdown. Add <u>\$ 3,892.35</u> <p>Total Change Order, Add to Contract \$ 9,257.38</p>		
Original Contract Sum		\$ 7,850,850.00
Net change by previously authorized Change Orders		\$ 19,304.09
The Contract Sum prior to this Change Order was		\$ 7,870,154.09
The Contract Sum will be increased by this Change Order in the amount of		\$ 9,257.38
The new Contract Sum including this Change order will be		\$ 7,879,411.47
The Contract Time will be increased by		0 Days
The date of Substantial Completion as of the date of this Change Order therefore is		November 1, 2021

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER

Engineer HR Green, Inc.	Contractor Con-Struct, Inc.	Owner City of Nevada, IA
By 	By 	By _____
Date: 12/1/2020	Date: 12/8/20	Date: _____

Con-Struct, Inc.
305 S. Dayton Ave.
Ames, IA 50010

12/2/2020

Nevada CBD

EWO as requested

install drain tile in sidewalk

mini excavator	3.00	hr	\$	135.00	\$	405.00
labor	3.00	hr	\$	55.00	\$	165.00
materials	1.00	ls	\$	150.00	\$	150.00
					\$	720.00

hotel window wells

steel, foam, metal decking	1.00	ls	\$	800.00	\$	800.00
additional concrete	1.00	ls	\$	150.00	\$	150.00
labor	12.00	hr	\$	55.00	\$	660.00
					\$	1,610.00

subtotal \$ 2,330.00

markup 10% \$ 233.00

total \$ 2,563.00

see Distinctive charges 1.00 ls \$ 2,668.60

see jaspering electric charges 1.00 ls \$ 3,707.00

\$ 6,375.60

prime markup 5% \$ 318.78

total \$ 6,694.38

total change request \$ 9,257.38

Doug Walte
President



Jaspering Electric

2716 SE 5th, Suite 2 Ames, IA 50010
Phone: 515.232.4276 Fax: 515.663.8890
e-mail: jeffi@jasperingelectric.com

Change Request

Date: 12/1/2020

To: Construct
Attn: Corey

Job: Nevada Central Business District

Change Request: CR

Drawing:

Description:

1. Cut base and vac hole around existing telecom pipes. 2. Vac hole around existing communication pipes pour base on each side bridge communications raceway and pour base.

Labor:	\$75/ Hour	18.00 hours	\$ 1,350.00
Material			\$ 2,020.00
Material Sales Tax			
10% Mark up			\$ 337.00
5% Sub Mark up			\$ -
Bonding			
Total			\$ 3,707.00

Distinctive Landscapes, LLC

1288 Westwood Pl

Ames, IA 50014

Invoice

Date	Invoice #
11/18/2020	12895

Bill To
Con-Struct Attn: Doug Waite 305 S. Dayton Ave Ames, IA 50010

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	CO-Adding rock to alley outside Historic Center		
6	2' River Rock per ton.		
625	6' x 300' Weed Barrier 2 oz.-price per square foot	68.00	408.00T
70	Weed Barrier Stakes - Price per stake	0.28	175.00T
26	General labor rate - Price per man hour	0.08	5.60T
	Out-of-state sale, exempt from sales tax	80.00	2,080.00T
		0.00%	0.00

Thank you for your business.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER

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

FROM CONTRACTOR:

Con-Struct, Inc.
305 South Dayton Avenue
Ames, IA 50010

PROJECT:
Central Business District Infrastructure Project

Engineer:
H.R. Green, Inc.
5525 Merle Hay Rd Ste 200
Johnston, IA 50131

APPLICATION NO: 9

PERIOD TO: 11/30/20

PROJECT NO: 180306

CONTRACT DATE: 2/24/2020

DISTRIBUTION TO:
OWNER
ENGINEER
CONTRACTOR

PAGE 1 OF 2

CONTRACT FOR: Infrastructure Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$19,304.09	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
44179.		\$9,257.38	
TOTALS		\$28,561.47	\$0.00
Net change by Change Orders		\$28,561.47	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Con-Struct, Inc.

BY: _____ DATE: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Undersigned certifies to the Owner that the Work has progressed to the point indicated, that to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA G703, is attached.

1. ORIGINAL CONTRACT SUM \$7,850,850.00
2. Net change by Change Orders \$28,561.47
3. CONTRACT SUM TO DATE \$7,879,411.47
4. TOTAL COMPLETED & STORED TO DATE \$4,304,128.88
(Column G on G703)
5. RETAINAGE:
 - a. 5% of completed work \$215,206.44
(Column D + E on G703)
 - b. 5% of stored material \$0.00
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$4,088,922.44
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$3,885,577.24
8. CURRENT PAYMENT DUE \$203,345.20
9. BALANCE TO FINISH, PLUS RETAINAGE \$3,790,489.03
(Line 3 less Line 6)

AMOUNT CERTIFIED \$203,345.20

(Attach explanation if amount certified differs from the amount applied for)

By: _____ Date: 12/7/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's Monthly Payment Estimate

Owner: City of Nevada, LA
Central Business District Infrastructure Improvements Project
Contractor: Con-Sinco, Inc.

Estimate No. 9 Date: 11/30/2020

NO.	ITEM	CONTRACT				Period Ending: 11/30/2020				WORK COMPLETED			
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE	
1.	CLEARING AND GRUBBING	UNIT	50	\$ 100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
2.	TOPSOIL, OFF-SITE	CY	179	\$ 100.00	\$ 17,900.00	28.00	\$ 2,800.00	0.00	\$ -	28.00	\$ 2,800.00	\$ 140.00	15.64%
3.	EXCAVATION CLASS 10	CY	8,631	\$ 22.00	\$ 189,882.00	4,000.00	\$ 88,000.00	0.00	\$ -	4,000.00	\$ 88,000.00	\$ 4,400.00	46.34%
4.	BELT GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
5.	SUBGRADE PREPARATION	SY	25,514	\$ 4.00	\$ 102,056.00	13,285.00	\$ 53,140.00	0.00	\$ -	13,285.00	\$ 53,140.00	\$ 2,657.00	0.00%
6.	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	SY	25,514	\$ 10.00	\$ 255,140.00	13,285.00	\$ 132,850.00	0.00	\$ -	13,285.00	\$ 132,850.00	\$ 6,642.50	52.07%
7.	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	1,908	\$ 130.00	\$ 248,040.00	1,506.00	\$ 195,780.00	0.00	\$ -	1,506.00	\$ 195,780.00	\$ 9,789.00	78.93%
8.	REMOVAL OF SANITARY SEWER, VOP, 8"	LF	3,244	\$ 125.00	\$ 405,500.00	2,802.00	\$ 350,250.00	0.00	\$ -	2,802.00	\$ 350,250.00	\$ 17,512.50	88.37%
9.	STORM SEWER, TRENCHED, RCP, HOPE, 1.5"	LF	1,695	\$ 19.00	\$ 32,205.00	1,150.00	\$ 21,850.00	0.00	\$ -	1,150.00	\$ 21,850.00	\$ 1,092.50	67.65%
10.	STORM SEWER, TRENCHED, RCP, HOPE, 1.5"	LF	46	\$ 71.00	\$ 3,266.00	46.00	\$ 3,266.00	0.00	\$ -	46.00	\$ 3,266.00	\$ 163.30	100.00%
11.	STORM SEWER, TRENCHED, RCP, 8"	LF	36	\$ 110.00	\$ 3,960.00	24.00	\$ 2,640.00	0.00	\$ -	24.00	\$ 2,640.00	\$ 132.00	66.67%
12.	STORM SEWER, TRENCHED, RCP, 12"	LF	243	\$ 162.00	\$ 39,366.00	143.00	\$ 23,166.00	0.00	\$ -	143.00	\$ 23,166.00	\$ 1,158.30	58.85%
13.	STORM SEWER, TRENCHED, RCP, 15"	LF	948	\$ 155.00	\$ 147,095.00	317.40	\$ 49,197.00	0.00	\$ -	317.40	\$ 49,197.00	\$ 2,459.85	33.45%
14.	STORM SEWER, TRENCHED, RCP, 18"	LF	1,527	\$ 159.00	\$ 242,793.00	729.80	\$ 116,038.20	0.00	\$ -	729.80	\$ 116,038.20	\$ 5,801.91	47.79%
15.	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36"	LF	1,174	\$ 173.00	\$ 203,102.00	1,145.00	\$ 198,085.00	0.00	\$ -	1,145.00	\$ 198,085.00	\$ 9,504.25	97.53%
16.	SUBDRAIN, PERFORATED PVC, 8"	LF	4,245	\$ 19.00	\$ 80,655.00	1,029.00	\$ 19,551.00	0.00	\$ -	1,029.00	\$ 19,551.00	\$ 977.55	24.24%
17.	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"	EA	5,611	\$ 18.00	\$ 100,998.00	2,487.00	\$ 44,766.00	0.00	\$ -	2,487.00	\$ 44,766.00	\$ 2,238.30	44.32%
18.	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	8	\$ 800.00	\$ 6,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
19.	FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	32	\$ 500.00	\$ 16,000.00	16.00	\$ 8,000.00	0.00	\$ -	16.00	\$ 8,000.00	\$ 400.00	50.00%
20.	STORM SEWER SERVICE STUB, PVC, 6"	EA	40	\$ 690.00	\$ 27,600.00	3.00	\$ 2,070.00	0.00	\$ -	3.00	\$ 2,070.00	\$ 103.50	7.50%
21.	STORM SEWER SERVICE STUB, HOPE, 1-1/2"	EA	400	\$ 38.00	\$ 15,200.00	44.00	\$ 1,672.00	0.00	\$ -	44.00	\$ 1,672.00	\$ 83.60	11.00%
22.	WATER MAIN, TRENCHED, PVC, 3" RESTRAINED JOINT	LF	61	\$ 2,700.00	\$ 164,700.00	48.00	\$ 129,600.00	0.00	\$ -	48.00	\$ 129,600.00	\$ 8,480.00	78.65%
23.	WATER MAIN, TRENCHED, PVC, 4" RESTRAINED JOINT	LF	10	\$ 75.00	\$ 750.00	5.00	\$ 375.00	0.00	\$ -	5.00	\$ 375.00	\$ 18.75	50.00%
24.	WATER MAIN, TRENCHED, PVC, 6" RESTRAINED JOINT	LF	5	\$ 82.00	\$ 410.00	60.00	\$ 4,920.00	0.00	\$ -	60.00	\$ 4,920.00	\$ 246.00	1200.00%
25.	WATER MAIN, TRENCHED, PVC, 8" RESTRAINED JOINT	LF	38	\$ 61.00	\$ 2,318.00	60.00	\$ 3,660.00	0.00	\$ -	60.00	\$ 3,660.00	\$ 183.00	166.57%
26.	WATER MAIN, TRENCHED, PVC, 10" RESTRAINED JOINT	LF	1,550	\$ 60.00	\$ 93,000.00	1,020.00	\$ 61,200.00	0.00	\$ -	1,020.00	\$ 61,200.00	\$ 3,060.00	65.81%
27.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	1,684	\$ 70.00	\$ 117,880.00	1,167.00	\$ 81,690.00	0.00	\$ -	1,167.00	\$ 81,690.00	\$ 4,084.50	89.30%
28.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	50	\$ 78.00	\$ 3,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
29.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	400	\$ 68.00	\$ 27,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
30.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	531	\$ 88.00	\$ 46,728.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
31.	WATER MAIN, TRENCHED, DUCTILE IRON, 4"	LF	5	\$ 155.00	\$ 775.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
32.	WATER MAIN, TRENCHED, DUCTILE IRON, 8"	LF	325	\$ 78.00	\$ 25,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
33.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" RESTRAINED JOINT	LF	112	\$ 90.00	\$ 10,080.00	20.00	\$ 1,800.00	0.00	\$ -	20.00	\$ 1,800.00	\$ 90.00	17.86%
34.	FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12,049	\$ 11.00	\$ 132,539.00	6,266.00	\$ 68,926.00	0.00	\$ -	6,266.00	\$ 68,926.00	\$ 3,446.30	52.00%
35.	WATER SERVICE STUB, 1-1/2" PE SDR 9	LF	73	\$ 1,730.00	\$ 126,290.00	46.00	\$ 79,580.00	0.00	\$ -	46.00	\$ 79,580.00	\$ 3,979.00	63.01%
36.	WATER SERVICE PIPE, 1-1/2" PE SDR 9	LF	4,481	\$ 30.00	\$ 134,430.00	2,633.00	\$ 78,990.00	0.00	\$ -	2,633.00	\$ 78,990.00	\$ 3,945.50	56.76%
37.	VALVE, DI MJ GATE, 3"	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	\$ 50.00	100.00%
38.	VALVE, DI MJ GATE, 8"	EA	27	\$ 1,550.00	\$ 41,850.00	18.00	\$ 27,900.00	0.00	\$ -	18.00	\$ 27,900.00	\$ 1,395.00	66.67%
39.	VALVE, DI MJ GATE, 12"	EA	12	\$ 2,400.00	\$ 28,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
40.	VALVE, INSERTION VALVE, 4"-12"	EA	6	\$ 13,500.00	\$ 81,000.00	4.00	\$ 54,000.00	0.00	\$ -	4.00	\$ 54,000.00	\$ 2,700.00	66.67%

41.	FIRE HYDRANT ASSEMBLY	EA	13	\$ 5,250.00	\$ 68,250.00	7.00	\$ 36,750.00	0.00	\$ -	7.00	\$ 36,750.00	\$ 1,837.50	53.85%
42.	VALVE REMOVAL	EA	9	\$ 1,800.00	\$ 16,200.00	5.00	\$ 9,000.00	0.00	\$ -	5.00	\$ 9,000.00	\$ 450.00	55.56%
43.	SANITARY MANHOLE, SW-301, 48"	EA	25	\$ 750.00	\$ 18,750.00	12.00	\$ 6,000.00	0.00	\$ -	12.00	\$ 6,000.00	\$ 450.00	48.00%
44.	STORM MANHOLE, SW-401, 48"	EA	8	\$ 4,100.00	\$ 32,800.00	5.00	\$ 20,500.00	0.00	\$ -	5.00	\$ 20,500.00	\$ 1,025.00	62.50%
45.	STORM MANHOLE, SW-401, 60"	EA	10	\$ 3,900.00	\$ 39,000.00	3.00	\$ 11,700.00	0.00	\$ -	3.00	\$ 11,700.00	\$ 585.00	30.00%
46.	STORM MANHOLE, SW-401, 72"	EA	3	\$ 5,200.00	\$ 15,600.00	2.00	\$ 10,400.00	0.00	\$ -	2.00	\$ 10,400.00	\$ 520.00	66.67%
47.	INTAKE, SW-501	EA	1	\$ 3,400.00	\$ 3,400.00	1.00	\$ 6,300.00	0.00	\$ -	1.00	\$ 6,300.00	\$ 315.00	100.00%
48.	INTAKE, SW-505	EA	11	\$ 3,400.00	\$ 37,400.00	4.00	\$ 13,600.00	0.00	\$ -	4.00	\$ 13,600.00	\$ 680.00	38.36%
49.	INTAKE, SW-511	EA	10	\$ 6,500.00	\$ 65,000.00	6.00	\$ 39,000.00	0.00	\$ -	6.00	\$ 39,000.00	\$ 1,950.00	60.00%
50.	REMOVE INTAKE	EA	34	\$ 600.00	\$ 20,400.00	17.00	\$ 10,200.00	0.00	\$ -	17.00	\$ 10,200.00	\$ 510.00	50.00%
51.	REMOVE INTAKE	EA	12	\$ 600.00	\$ 7,200.00	8.00	\$ 4,800.00	0.00	\$ -	8.00	\$ 4,800.00	\$ 240.00	66.67%
52.	PAVEMENT, PCC, 8 INCH	SY	3,068	\$ 68.00	\$ 183,960.00	34.00	\$ 2,040.00	0.00	\$ -	34.00	\$ 2,040.00	\$ 184.00	23.74%
53.	PAVEMENT, PCC, 9 INCH	SY	3,117	\$ 73.00	\$ 227,541.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	61.76%
54.	PAVEMENT, PCC, 9 INCH	LS	1	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
55.	REMOVAL OF SIDEWALK	SY	6,591	\$ 10.00	\$ 65,910.00	3,807.00	\$ 38,070.00	0.00	\$ -	3,807.00	\$ 38,070.00	\$ 1,903.50	67.16%
56.	REMOVAL OF DRIVEWAY	SY	1,178	\$ 10.00	\$ 11,780.00	399.00	\$ 3,990.00	0.00	\$ -	399.00	\$ 3,990.00	\$ 199.50	33.87%
57.	SIDEWALK, PCC, 4 INCH	SY	197	\$ 50.00	\$ 9,850.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
58.	SIDEWALK, PCC REINFORCED, 5 INCH	SY	4,773	\$ 65.00	\$ 299,400.00	57.00	\$ 3,705.00	0.00	\$ -	57.00	\$ 3,705.00	\$ 185.25	67.62%
59.	PAVER SIDEWALK WITH PAVEMENT BASE	SY	774	\$ 120.00	\$ 92,880.00	333.00	\$ 39,960.00	0.00	\$ -	333.00	\$ 39,960.00	\$ 6,756.00	45.13%
60.	DETECTABLE WARNING	SY	628	\$ 50.00	\$ 31,400.00	322.00	\$ 16,100.00	0.00	\$ -	322.00	\$ 16,100.00	\$ 805.00	51.27%
61.	DRIVEWAY, PAVED, PCC, 8 INCH	SY	1,007	\$ 60.00	\$ 60,420.00	341.00	\$ 20,460.00	0.00	\$ -	341.00	\$ 20,460.00	\$ 1,023.00	33.86%
62.	GRANULAR SURFACING	SY	3,500	\$ 10.00	\$ 35,000.00	147.00	\$ 1,470.00	0.00	\$ -	147.00	\$ 1,470.00	\$ 73.50	4.20%
63.	FULL DEPTH PATCHING, PCC/HMA	SY	924	\$ 140.00	\$ 129,360.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	46.38%
64.	PAVEMENT REMOVAL	SY	24,873	\$ 8.00	\$ 198,984.00	11,535.00	\$ 92,280.00	0.00	\$ -	11,535.00	\$ 92,280.00	\$ 4,614.00	27.59%
65.	PAINTED PAVEMENT MARKINGS, DURABLE	STA	190	\$ 160.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	72.17%
66.	PAINTED SYMBOLS AND LEGENDS, DURABLE	STA	29	\$ 420.00	\$ 12,180.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	27.59%
67.	GROOVES CUT FOR PAVEMENT MARKINGS	STA	102	\$ 160.00	\$ 16,320.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	84.00%
68.	GROOVES CUT FOR SYMBOLS AND LEGENDS	STA	29	\$ 210.00	\$ 6,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	80.00%
69.	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	0.60	\$ 30,000.00	0.00	\$ -	0.60	\$ 30,000.00	\$ 1,500.00	56.00%
70.	SWPP MANAGEMENT	LS	75	\$ 100.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	50.00%
71.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00	0.00	\$ -	0.50	\$ 2,500.00	\$ 125.00	0.00%
72.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	200	\$ 1.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
73.	INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$ 200.00	\$ 5,600.00	6.00	\$ 1,200.00	0.00	\$ -	6.00	\$ 1,200.00	\$ 60.00	21.43%
74.	INLET PROTECTION DEVICE, MAINTENANCE	EA	28	\$ 30.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
75.	CONCRETE STEPS, TYPE A	SE	195	\$ 120.00	\$ 23,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
76.	MOBILIZATION	LS	1	\$ 360,000.00	\$ 360,000.00	0.45	\$ 162,000.00	0.00	\$ -	0.45	\$ 162,000.00	\$ 8,100.00	45.00%
77.	TEMPORARY GRANULAR SIDEWALK	SY	500	\$ 20.00	\$ 10,000.00	49.00	\$ 980.00	0.00	\$ -	49.00	\$ 980.00	\$ 49.00	9.80%
78.	CONCRETE WASHOUT	LS	6,204	\$ 5.50	\$ 34,122.00	1,793.00	\$ 9,861.50	0.00	\$ -	1,793.00	\$ 9,861.50	\$ 493.08	28.90%
79.	REMOVAL OF LIGHT POLE	EA	75	\$ 135.00	\$ 10,125.00	46.00	\$ 6,210.00	0.00	\$ -	46.00	\$ 6,210.00	\$ 310.50	61.33%
80.	REMOVAL OF CONCRETE FOUNDATION OF LIGHT POLE	EA	79	\$ 300.00	\$ 23,700.00	46.00	\$ 13,800.00	0.00	\$ -	46.00	\$ 13,800.00	\$ 690.00	58.23%
81.	INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	78	\$ 7,800.00	\$ 608,400.00	30.00	\$ 234,000.00	0.00	\$ -	30.00	\$ 234,000.00	\$ 11,700.00	53.85%
82.	PAD-MOUNT LIGHTING CONTROL STATION	EA	2	\$ 10,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
83.	WALL-MOUNT LIGHTING CONTROL STATION	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
84.	METER SOCKET	EA	1	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
85.	POWER OUTLET PEDESTAL	EA	12	\$ 2,000.00	\$ 24,000.00	8.00	\$ 16,000.00	0.00	\$ -	8.00	\$ 16,000.00	\$ 800.00	66.67%
86.	HANDHOLE - TYPE II	EA	13	\$ 910.00	\$ 11,830.00	7.00	\$ 6,370.00	0.00	\$ -	7.00	\$ 6,370.00	\$ 318.50	76.92%
87.	HANDHOLE - TYPE IV - MODIFIED	EA	3	\$ 1,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	46.65%
88.	CONDUIT - 1.5" PVC, TRENCHED	LF	7,503	\$ 7.00	\$ 52,521.00	2,400.00	\$ 16,800.00	0.00	\$ -	2,400.00	\$ 16,800.00	\$ 1,225.00	33.33%
89.	CONDUIT - 2" PVC, TRENCHED	LF	511	\$ 8.00	\$ 4,088.00	1,046.00	\$ 8,368.00	0.00	\$ -	1,046.00	\$ 8,368.00	\$ 418.40	35.23%
90.	CONDUIT - 3" PVC, TRENCHED	LF	1,046	\$ 8.00	\$ 8,368.00	260.00	\$ 2,080.00	0.00	\$ -	260.00	\$ 2,080.00	\$ 120.00	100.00%
91.	CONDUIT - 1.5" PVC, BORED	LF	450	\$ 15.00	\$ 6,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	66.67%
92.	CONDUIT - 2.5" PVC, BORED	LF	250	\$ 15.00	\$ 3,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	80.00%
93.	CONDUIT - 2.5" PVC, BORED	LF	180	\$ 25.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
94.	CONDUIT - 2" GRS	LF	13	\$ 22.00	\$ 286.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%

103.	CONDUIT - 2.5" GRS	LF	12	\$	25.00	\$	300.00	0.00	\$	-	0.00	\$	-	0.00	\$	14,000.00	14,000.00	\$	-	\$	-	0.00%
104.	WIRE - 1/C #8 AWG, INSULATED	LF	21,530	\$	1.00	\$	21,530.00	0.00	\$	-	14,000.00	\$	-	0.00	\$	14,000.00	14,000.00	\$	-	\$	-	65.00%
105.	WIRE - 1/C #6 AWG, INSULATED	LF	5,812	\$	1.00	\$	5,812.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
106.	WIRE - 1/C #20 AWG, INSULATED	LF	1,335	\$	4.00	\$	5,340.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
107.	WIRE - 1/C #30 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
108.	WIRE - 1/C 250 kcmil, INSULATED	LF	7,039	\$	7.00	\$	49,273.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
109.	WIRE - 1/C 350 kcmil, INSULATED	LF	328	\$	9.00	\$	2,954.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
110.	WIRE - 1/C #8 AWG, BARE	LF	6,854	\$	1.00	\$	6,854.00	10,080.00	\$	10,080.00	0.00	\$	-	0.00	\$	-	10,080.00	\$	10,080.00	\$	504.00	0.00%
111.	WIRE - 1/C #4 AWG, BARE	LF	2,208	\$	2.00	\$	4,416.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
112.	WIRE - 1/C #2 AWG, BARE	LF	40	\$	3.00	\$	120.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
113.	TEMPORARY CABLE - #10, #10, #2 ALUM	LF	300	\$	6.00	\$	1,800.00	300.00	\$	1,800.00	0.00	\$	-	0.00	\$	-	300.00	\$	1,800.00	\$	90.00	100.00%
114.	TEMPORARY LIGHT STRING ASSEMBLY	EA	4	\$	350.00	\$	1,400.00	4.00	\$	1,400.00	0.00	\$	-	0.00	\$	-	4.00	\$	1,400.00	\$	73.25	100.00%
115.	TRIPLEX	LF	2,095	\$	7.00	\$	14,665.00	1,500.00	\$	10,500.00	595.00	\$	4,165.00	2,095.00	\$	14,665.00	2,095.00	\$	14,665.00	\$	73.25	100.00%
116.	INSTALL/REMOVE TEMPORARY SIDEWALK	EA	20	\$	200.00	\$	4,000.00	15.00	\$	3,000.00	5.00	\$	1,000.00	20.00	\$	4,000.00	20.00	\$	4,000.00	\$	200.00	100.00%
117.	ADDITIONAL LONGITUDINAL CHANNELING	LS	1	\$	5,900.00	\$	5,900.00	1.00	\$	5,900.00	0.00	\$	-	1.00	\$	5,900.00	1.00	\$	5,900.00	\$	295.00	100.00%
118.	REPAIR 10" STORM SEWER, CO #2	LS	1	\$	1,775.24	\$	1,775.24	1.00	\$	1,775.24	0.00	\$	-	1.00	\$	1,775.24	1.00	\$	1,775.24	\$	88.76	100.00%
119.	ABANDON WATER MAIN, CO #2	EA	0	\$	3,500.00	\$	-	48.00	\$	264,000.00	-12.00	\$	(66,000.00)	36.00	\$	198,000.00	36.00	\$	198,000.00	\$	357.07	100.00%
120.	MATERIALS STORED ON-SITE - LIGHT POLES	LS	1	\$	792.00	\$	792.00	0.00	\$	-	1.00	\$	792.00	1.00	\$	792.00	1.00	\$	792.00	\$	39.60	100.00%
121.	SIDEWALK DRAIN TILE JAVE AT 6TH ST., CO #4	LS	1	\$	1,771.00	\$	1,771.00	0.00	\$	-	1.00	\$	1,771.00	1.00	\$	1,771.00	1.00	\$	1,771.00	\$	88.55	100.00%
122.	WINDOW WELL CONC PAD, 937 6TH ST., CO #4	LS	1	\$	2,802.03	\$	2,802.03	0.00	\$	-	1.00	\$	2,802.03	1.00	\$	2,802.03	1.00	\$	2,802.03	\$	140.10	100.00%
123.	ROCK LANDSCAPE AT 624 J AVE, CO #4	LS	1	\$	3,892.35	\$	3,892.35	0.00	\$	-	1.00	\$	3,892.35	1.00	\$	3,892.35	1.00	\$	3,892.35	\$	194.62	100.00%
124.	LIGHT POLE BASE MOD, LA201 AND 202, CO#4	LS	1	\$	3,892.35	\$	3,892.35	0.00	\$	-	1.00	\$	3,892.35	1.00	\$	3,892.35	1.00	\$	3,892.35	\$	194.62	100.00%
125.	TOTAL						\$ 7,874,923.98			\$4,090,081.30		\$ 214,047.58			\$4,304,128.88		\$ 215,206.44					


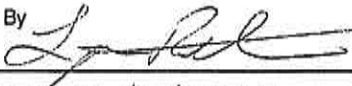
Item # 7B(1-3)
 Date: 12/14/2020

CHANGE ORDER

Distribution:

Owner	<u>X</u>
Contractor	<u>X</u>
HRG	<u>X</u>
Field	<u> </u>
Other	<u> </u>

PROJECT: W Avenue Paving Project Nevada, Iowa	Change Order No.	Change Order 3
	Date	December 07, 2020
To Contractor: Absolute Concrete, Inc. 505 First Avenue N Slater, IA 50244	Project No.	HRG 190345
	Original Contract Date	June 12, 2019
The contract is changed as follows: Adjust final quantities for field adjustments. See attached Over/Under Run Tabulation. Add: \$ 6,853.49		
Original Contract Sum		\$ 298,069.00
Net change by previously authorized Change Orders		\$ 3,200.00
The Contract Sum prior to this Change Order was		\$ 301,269.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 6,853.49
The new Contract Sum including this Change order will be		\$ 308,122.49
The Contract Time will be increased by		0
The date of Substantial Completion as of the date of this Change Order therefore is		May 31, 2020

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
Engineer HR Green, Inc.	Contractor Absolute Concrete, Inc.	Owner City of Nevada, IA
By 	By 	By
Date: 12/07/2020	Date: 12/9/2020	Date:

OVER-UNDER RUN TABULATION
W Avenue Paving Project, Nevada, Iowa
Contractor: Absolute Concrete, Inc.
HA Green Project No. 190345

12/7/2020

NO.	ITEM	CONTRACT				WORK COMPLETED			
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	FINAL QTY	FINAL AMOUNT	QTY DIFFERENCE	\$ DIFFERENCE
1	On-Site Topsoil Stripped, Salvaged, and Spread	CY	700	\$13.00	\$9,100.00	700	\$9,100.00	0	\$0.00
2	Class 10 Excavation	CY	1,225	\$18.00	\$22,050.00	1,225.00	\$22,050.00	0	\$0.00
3	Subgrade Preparation	SY	2,052	\$3.00	\$6,156.00	2,052.00	\$6,156.00	0	\$0.00
4	Subbase, Modified, 6"	SY	2,052	\$6.00	\$12,312.00	2,052.00	\$12,312.00	0	\$0.00
5	Storm Sewer, Trenched, RCP, 15"	LF	26	\$100.00	\$2,600.00	26	\$2,600.00	0	\$0.00
6	Storm Sewer, Trenched, RCP, 18"	LF	127	\$84.00	\$10,668.00	127	\$10,668.00	0	\$0.00
7	Storm Sewer, Trenched, RCP, 24"	LF	18	\$150.00	\$2,700.00	18	\$2,700.00	0	\$0.00
8	Pipe Culvert, Trenched, CMP, 8"	LF	60	\$47.00	\$2,820.00	60	\$2,820.00	0	\$0.00
9	Pipe Apron, CMP, 8"	EA	1	\$1,100.00	\$1,100.00	1	\$1,100.00	0	\$0.00
10	Beveled Pipe and Guard, 8"	EA	1	\$500.00	\$500.00	1	\$500.00	0	\$0.00
11	Subdrain, Type 1 (Longitudinal Subdrain), PVC, 6"	LF	680	\$18.00	\$11,880.00	680	\$12,240.00	20	\$360.00
12	Subdrain Cleanout, Type A-1, PVC, 6"	EA	5	\$500.00	\$2,500.00	5	\$2,500.00	0	\$0.00
13	Subdrain Outlets and Connections, PVC, 6"	EA	5	\$500.00	\$2,500.00	5	\$2,500.00	0	\$0.00
14	Water main, Trenched, PVC, 6" Restrained Joint	LF	8	\$202.00	\$1,616.00	8	\$1,616.00	0	\$0.00
15	Water Main, Trenched, PVC, 8" Restrained Joint	LF	350	\$66.50	\$23,275.00	350	\$23,275.00	0	\$0.00
16	Fitting, Ductile Iron, Mechanical Joint	LB	538	\$11.00	\$5,918.00	538	\$5,918.00	0	\$0.00
17	Valve, DI MJ Gate, Resilient Wedge With Box, 6"	EA	1	\$1,565.00	\$1,565.00	0	\$0.00	-1	(\$1,565.00)
18	Valve, DI MJ Gate, Resilient Wedge With Box, 8"	EA	1	\$4,365.00	\$4,365.00	1	\$4,365.00	0	\$0.00
19	Fire Hydrant Assembly	EA	1	\$4,700.00	\$4,700.00	0	\$0.00	-1	(\$4,700.00)
20	Fire Hydrant Assembly Removal	EA	1	\$1,020.00	\$1,020.00	0	\$0.00	-1	(\$1,020.00)
21	Storm Sewer Manhole, SW-401, 48" Dia.	EA	1	\$3,650.00	\$3,650.00	1	\$3,650.00	0	\$0.00
22	Storm Sewer Intake, SW-505	EA	1	\$4,750.00	\$4,750.00	1	\$4,750.00	0	\$0.00
23	Storm Sewer Intake, SW-506	EA	1	\$7,450.00	\$7,450.00	1	\$7,450.00	0	\$0.00
24	Connection to Existing Storm Sewer Manhole	EA	1	\$2,250.00	\$2,250.00	1	\$2,250.00	0	\$0.00
25	PCC Pavement, 7"	SY	1,814	\$52.50	\$95,235.00	2,021.30	\$106,118.25	207.3	\$10,883.25
26	Removal of Sidewalk, PCC	SY	6	\$26.00	\$156.00	0	\$0.00	-6	(\$156.00)
27	Removal of Driveway, PCC	SY	28	\$26.00	\$728.00	55.66	\$1,447.16	27.66	\$719.16
28	Sidewalk, PCC, 4"	SY	6	\$77.00	\$462.00	0	\$0.00	-6	(\$462.00)
29	Driveway, Paved, PCC, 6"	SY	28	\$88.00	\$2,464.00	55.66	\$4,898.08	27.66	\$2,434.08
30	Granular Shoulders, Type A	TON	5	\$52.00	\$260.00	5	\$260.00	0	\$0.00
31	Permanent Road Closure - Urban, SI-182	EA	1	\$850.00	\$850.00	1	\$850.00	0	\$0.00
32	Temporary Traffic Control	LS	1	\$5,500.00	\$5,500.00	1	\$5,500.00	0	\$0.00
33	Seeding	AC	0.3	\$12,500.00	\$3,750.00	0.3	\$3,750.00	0	\$0.00
34	SWPPP - Preparation	LS	1	\$1,000.00	\$1,000.00	1	\$1,000.00	0	\$0.00
35	SWPPP - Management	LS	1	\$4,000.00	\$4,000.00	1	\$4,000.00	0	\$0.00
36	Silt Fence, CO1 Deleted	LF	0	\$1.50	\$0.00	0	\$0.00	0	\$0.00
37	Mobilization	LS	1	\$34,539.00	\$34,539.00	1	\$34,539.00	0	\$0.00
CO1	Wattles	LF	1,160	\$3.00	\$3,480.00	1,280.00	\$8,840.00	120	\$5,360.00
CO2	Geogrid, Furnish	LS	1	\$1,400.00	\$1,400.00	1	\$1,400.00	0	\$0.00
TOTAL					\$301,269.00		\$308,122.49		\$6,853.49

RESOLUTION NO. 057 (2020/2021)

**A RESOLUTION ACCEPTING THE
W AVENUE PAVING PROJECT AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Absolute Concrete, Inc. to construct the W Avenue Paving Project on June 10, 2019; and

WHEREAS, the project has now been completed by the Contractor, and inspected and recommended for approval by Staff and HR Green, Inc.; and

WHEREAS, the completed total construction price is \$ 308,122.49; and

WHEREAS, HR Green, Inc. has found that this project has been completed in substantial conformance with the contract documents and recommends acceptance of the work completed with the following conditions: \$1,000 will be retained until spring 2021 to guarantee seed germination. The Statement of Completion and Final Acceptance of Work is submitted for execution.

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

1. The W Avenue Paving Project has been completed in conformance with the construction documents and is hereby accepted with the conditions of withholding \$1,000 retainage until spring 2021 to guarantee seed germination; and the Statement of Completion and Final Acceptance of Work be approved and executed by the Mayor.

RESOLVED this 14th of December, 2020, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 057 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 057 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 057 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14th day of December, 2020.

Kerin Wright, City Clerk

**STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK**

W Avenue Paving Project
HR Green Project No. 190345
City of Nevada, Iowa
1209 6th Street
Nevada, IA 50201

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following conditions:

Conditions – \$1,000 will be retained until spring 2021 to guarantee seed germination.

City staff observed the construction and recommends acceptance.

The final contract amount is \$ 308,122.49.

Recommended by Engineer,

HR Green, Inc.

By



Larry J. Stevens, PE

December 9, 2020

Date

Accepted by Owner, City of Nevada, IA

By _____

Name _____

Title _____

Date _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER

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

PROJECT:

W Avenue Paving Project

APPLICATION NO: 7

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO: 12/1/20

FROM CONTRACTOR:

Absolute Concrete, Inc.
505 1st Avenue N.
Slater, IA 50244

Engineer:

H.R. Green, Inc.
5525 Merle Hay Rd Ste 200
Johnston, IA 50131

PROJECT NO: 190345

CONTRACT DATE: 6/12/2019

CONTRACT FOR: Street Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$3,200.00	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
3.	12/14/2020	\$6,853.49	
TOTALS		\$10,053.49	\$0.00
Net change by Change Orders		\$10,053.49	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Absolute Concrete, Inc.

BY:  DATE: 12/19/2020

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA G703, is attached.

1. ORIGINAL CONTRACT SUM	\$298,069.00
2. Net change by Change Orders	\$10,053.49
3. CONTRACT SUM TO DATE	\$308,122.49
4. TOTAL COMPLETED & STORED TO DATE	\$308,122.49
(Column G on G703)	
5. RETAINAGE:	
a. _____ of completed work	\$1,000.00
(Column D + E on G703)	
b. _____ 5% of stored material	\$0.00
(Column F on G703)	
6. TOTAL EARNED LESS RETAINAGE	\$307,122.49
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$292,716.37
8. CURRENT PAYMENT DUE	\$14,406.12
9. BALANCE TO FINISH, PLUS RETAINAGE	\$1,000.00
(Line 3 less Line 5)	

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Undersigned certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$14,406.12
(Attach explanation if amount certified differs from the amount applied for)

By:  Date: December 9, 2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
W Avenue Paving Project
Contractor: Absolute Concrete, Inc.

Estimate No. 7 Date: 12/1/2020

CONTRACT													WORK COMPLETED				Period Ending: 12/1/2020					
NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE										
1.	On-Site Topsoil Stripped, Salvaged, and Spread	CY	700	\$ 13.00	\$ 9,100.00	700.00	\$ 9,100.00	0.00	\$ -	700.00	\$ 9,100.00	\$ 455.00	100.00%									
2.	Class 10 Excavation	CY	1,225	\$ 18.00	\$ 22,050.00	1,225.00	\$ 22,050.00	0.00	\$ -	1,225.00	\$ 22,050.00	\$ 1,102.50	100.00%									
3.	Subgrade Preparation	SY	2,052	\$ 3.00	\$ 6,156.00	2,052.00	\$ 6,156.00	0.00	\$ -	2,052.00	\$ 6,156.00	\$ 307.80	100.00%									
4.	Subbase, Modified, 6"	SY	2,052	\$ 6.00	\$ 12,312.00	2,052.00	\$ 12,312.00	0.00	\$ -	2,052.00	\$ 12,312.00	\$ 615.60	100.00%									
5.	Storm Sewer, Trenched, RCP, 15"	LF	26	\$ 100.00	\$ 2,600.00	26.00	\$ 2,600.00	0.00	\$ -	26.00	\$ 2,600.00	\$ 130.00	100.00%									
6.	Storm Sewer, Trenched, RCP, 18"	LF	127	\$ 84.00	\$ 10,668.00	127.00	\$ 10,668.00	0.00	\$ -	127.00	\$ 10,668.00	\$ 533.40	100.00%									
7.	Storm Sewer, Trenched, RCP, 24"	LF	18	\$ 150.00	\$ 2,700.00	18.00	\$ 2,700.00	0.00	\$ -	18.00	\$ 2,700.00	\$ 135.00	100.00%									
8.	Pipe Culvert, Trenched, CMP, 8"	LF	60	\$ 47.00	\$ 2,820.00	60.00	\$ 2,820.00	0.00	\$ -	60.00	\$ 2,820.00	\$ 141.00	100.00%									
9.	Pipe Apron, CMP, 8"	EA	1	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00	0.00	\$ -	1.00	\$ 1,100.00	\$ 55.00	100.00%									
10.	Beveled Pipe and Guard, 8"	EA	1	\$ 500.00	\$ 500.00	1.00	\$ 500.00	0.00	\$ -	1.00	\$ 500.00	\$ 25.00	100.00%									
11.	Subdrain, Type 1 (Longitudinal Subdrain), PVC, 6"	LF	680	\$ 18.00	\$ 12,240.00	680.00	\$ 12,240.00	0.00	\$ -	680.00	\$ 12,240.00	\$ 612.00	100.00%									
12.	Subdrain Cleanout, Type A-1, PVC, 6"	EA	5	\$ 500.00	\$ 2,500.00	5.00	\$ 2,500.00	0.00	\$ -	5.00	\$ 2,500.00	\$ 125.00	100.00%									
13.	Subdrain Outlets and Connections, PVC, 6"	EA	5	\$ 500.00	\$ 2,500.00	5.00	\$ 2,500.00	0.00	\$ -	5.00	\$ 2,500.00	\$ 125.00	100.00%									
14.	Water Main, Trenched, PVC, 6" Restrained Joint	LF	8	\$ 202.00	\$ 1,616.00	8.00	\$ 1,616.00	0.00	\$ -	8.00	\$ 1,616.00	\$ 80.80	100.00%									
15.	Water Main, Trenched, PVC, 8" Restrained Joint	LF	350	\$ 66.50	\$ 23,275.00	350.00	\$ 23,275.00	0.00	\$ -	350.00	\$ 23,275.00	\$ 1,163.75	100.00%									
16.	Filling, Ductile Iron, Mechanical Joint	LB	538	\$ 11.00	\$ 5,918.00	538.00	\$ 5,918.00	0.00	\$ -	538.00	\$ 5,918.00	\$ 295.90	100.00%									
17.	Valve, DI MJ Gate, Resilient Wedge With Box, 6"	EA	0	\$ 1,365.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	100.00%									
18.	Valve, DI MJ Gate, Resilient Wedge With Box, 8"	EA	1	\$ 4,365.00	\$ 4,365.00	1.00	\$ 4,365.00	0.00	\$ -	1.00	\$ 4,365.00	\$ 218.25	100.00%									
19.	Fire Hydrant Assembly	EA	0	\$ 4,700.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	100.00%									
20.	Fire Hydrant Assembly Removal	EA	0	\$ 1,020.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	100.00%									
21.	Storm Sewer Manhole, SW-401, 48" Dia.	EA	1	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00	0.00	\$ -	1.00	\$ 3,650.00	\$ 182.50	100.00%									
22.	Storm Sewer Inlet, SW-505	EA	1	\$ 4,750.00	\$ 4,750.00	1.00	\$ 4,750.00	0.00	\$ -	1.00	\$ 4,750.00	\$ 237.50	100.00%									
23.	Storm Sewer Inlet, SW-505	EA	1	\$ 7,450.00	\$ 7,450.00	1.00	\$ 7,450.00	0.00	\$ -	1.00	\$ 7,450.00	\$ 372.50	100.00%									
24.	Connection to Existing Storm Sewer Manhole	EA	1	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	0.00	\$ -	1.00	\$ 2,250.00	\$ 112.50	100.00%									
25.	PCC Pavement, 7"	SY	2,021	\$ 52.50	\$ 106,118.25	2,021.30	\$ 106,118.25	0.00	\$ -	2,021.30	\$ 106,118.25	\$ 5,305.91	100.00%									
26.	Removal of Sidewalk, PCC	SY	0	\$ 26.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	100.00%									
27.	Removal of Driveway, PCC	SY	56	\$ 26.00	\$ 1,447.16	55.66	\$ 1,447.16	0.00	\$ -	55.66	\$ 1,447.16	\$ 72.36	100.00%									
28.	Sidewalk, PCC, 4"	SY	0	\$ 77.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	100.00%									
29.	Driveway, Paved, PCC, 6"	SY	56	\$ 88.00	\$ 4,896.00	55.66	\$ 4,896.00	0.00	\$ -	55.66	\$ 4,896.00	\$ 244.90	100.00%									
30.	Granular Shoulders, Type A	TON	5	\$ 52.00	\$ 260.00	5.00	\$ 260.00	0.00	\$ -	5.00	\$ 260.00	\$ 13.00	100.00%									
31.	Permanent Road Closure - Urban, SH-182	EA	1	\$ 850.00	\$ 850.00	1.00	\$ 850.00	0.00	\$ -	1.00	\$ 850.00	\$ 42.50	100.00%									
32.	Temporary Traffic Control	LS	1	\$ 5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	0.00	\$ -	1.00	\$ 5,500.00	\$ 275.00	100.00%									
33.	Seeding	AC	0.3	\$ 12,500.00	\$ 3,750.00	0.30	\$ 3,750.00	0.00	\$ -	0.30	\$ 3,750.00	\$ 187.50	100.00%									
34.	SWPPP - Preparation	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	\$ 50.00	100.00%									
35.	SWPPP - Management	LS	1	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	0.00	\$ -	1.00	\$ 4,000.00	\$ 200.00	100.00%									
36.	Silt Fence, COT Deleted	LF	0	\$ 1.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	100.00%									
37.	Mobilization	LS	1	\$ 34,539.00	\$ 34,539.00	1.00	\$ 34,539.00	0.00	\$ -	1.00	\$ 34,539.00	\$ 1,726.95	100.00%									
CO1	Geotext, Furnish	LF	1,280	\$ 3.00	\$ 3,840.00	1,280.00	\$ 3,840.00	0.00	\$ -	1,280.00	\$ 3,840.00	\$ 192.00	100.00%									
CO2	TOTAL	LS	1	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	0.00	\$ -	1.00	\$ 1,400.00	\$ 70.00	100.00%									

2019 W Avenue Paving

#4935 Absolute Concrete

515-497-6137

FUND 311 210-6761 STS

CONTRACTOR:

WARD CONTRACT DATE:
engineer's Estimate

Resolution No. 066 (2018/2019) June 10, 2019

AGREEMENT/CONTRACT, PERFORMANCE & BID BONDS, INS

ORIGINAL CONTRACT AMOUNT:

298,069.00

substantial Complete
completion Date
target date:

Reso 058 (2020/2021) 14-Dec-20

Retain \$1,000 until Spring 2021, seed germination

AMOUNT	DATE	AMENDED CONTRACT AMOUNT:	
3,480.00	10/14/2019	301,549.00	
(1,680.00)		299,869.00	
1,400.00		301,269.00	
6,853.49		308,122.49	
10,053.49		308,122.49	Amended Contract Amt

TOTAL CHANGE ORDERS

ARTIAL PAYMENT

AMOUNT	DATE PD	CHECK	RETAINAGE (only 3%, DOT requirements)
94,103.85	10/14/2019	72421	4,952.83
38,750.31	11/12/2019	72559	2,039.49
5,218.35	1/14/2020	72902	274.65
16,754.20	4/14/2020	73352	881.80
96,972.93	5/11/2020	73512	5,103.84
40,916.73	6/9/2020	73776	2,153.51
14,406.12	12/14/2020		(14,406.12)

TOTAL AMOUNT PAID

307,122.49	Paid	99.68%
1,000.00	Remaining	0.32%

308,122.49

308,122.49

IDOT, tubing for project 262.22
Street Signs 233.64
Nevada Hardware 6.99
Purison Ind, signs 422.1

RESOLUTION NO. 058 (2020/2021)

**A RESOLUTION APPROVING THE ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE
CONTRACT BY MID STATES MATERIAL HANDLING & FABRICATION, INC.; VIER
ENTERPRISES, L.C.; THE CITY OF NEVADA; AND THE IOWA ECONOMIC
DEVELOPMENT AUTHORITY
– CONTRACT NUMBER: 21-HQJP-006 AND
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE**

WHEREAS, the Mid States Material Handling & Fabrication, Inc.; Vier Enterprises, L.C.; and the Iowa Economic Development Authority have reached an agreement on the proposed contract (Number 21-HDQJP-006); and

WHEREAS, the City of Nevada is a participant in the contract and feels that participation in the contract is in the best interests of the City; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada, Iowa approves the Economic Development Financial Assistance Contract by Mid States Material Handling & Fabrication, Inc.; Vier Enterprises, L.C.; the City of Nevada, and the Iowa Economic Development Authority – Contract Number: 21-HQJP-006 and the City Administrator is hereby directed to execute the contract on behalf of the City.

Passed this 14th day of December, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Motion by Council Member __, seconded by Council Member __, that Resolution No. 058 (2020/2021) be adopted.

Ayes: —
Nays: —
Absent: —

The Mayor declared Resolution No. 058 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 058 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14th day of December, 2020.

Kerin Wright, City Clerk

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

MID-STATES MATERIAL HANDLING & FABRICATION, INC.,

VIER ENTERPRISES, L.C.,

THE CITY OF NEVADA,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 21-HQJP-006

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CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000390
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
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Economic Development Assistance Contract

RECIPIENT:	MID-STATES MATERIAL HANDLING & FABRICATION, INC. AND VIER ENTERPRISES, L.C.
COMMUNITY:	CITY OF NEVADA
CONTRACT NUMBER:	21-HQJP-006
AWARD DATE:	AUGUST 21, 2020
AWARD AMT. – TAX INCENTIVES	\$108,015

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, Mid-States Material Handling & Fabrication, Inc. and Vier Enterprises, L.C. (together, the Recipient), 1280 S B Avenue, Nevada, IA 50201, and the City of Nevada (Community), 1209 6th Street, Nevada, IA 50201.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient [if local match required: and Community] with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

"Affiliate" means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

"Award" means any and all assistance provided by IEDA for the Project under this Contract.

"Award Date" means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

"Award Funds" means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

"Base Employment Level" means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient's payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

"Benefits" means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

"Brownfield site" means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include

property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

"Contract Effective Date" means the latest date on the signature page of this Contract.

"Contract End Date" means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

"Created Job" means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient's payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

"Full-Time Equivalent job," "FTE," or *"full-time"* means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, "employment of one person" means the employment of one natural person and does not include "job sharing" or any other means of aggregation or combination of hours worked by more than one natural person.

"Grayfield site" means a property meeting all of the following requirements:

- a. The property has been developed and has infrastructure in place, but the property's current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property's improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
 - (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
 - (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
 - (3) The property is currently being used as a parking lot.
 - (4) The improvements on the property no longer exist.
- c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

"Job Obligations" means the jobs that must be created or retained as a result of receipt of Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient's Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient's job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient's Base Employment Level and the number of new jobs required to be created above the Base Employment Level.

"Laborshed Wage" means the Qualifying Wage Threshold applicable to Recipient's Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

"Loan" means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. "Loan" includes deferred loans, forgivable loans, and float loans. A "deferred loan" is one for which the payment for principal, interest, or both, is not required for some specified period. A "forgivable loan" is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A "float loan" means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

"Maintenance Period" means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

"Maintenance Period Completion Date" means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

"Modernization Project" means a Project in which no high quality jobs are created or retained but economic activity is furthered by the qualifying investment and will result in increased skills and wages for the current employees.

"Person" means as defined in Article 6.1(g) of this Contract.

"Project" means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

"Project Completion Assistance" means financial assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

"Project Completion Date" means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the Project Completion Period ends is identified in Exhibit D.

"Project Completion Period" means the period of time between the Award Date and the Project Completion Date.

"Qualifying Jobs" are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold requirement established to qualify for program funding for the programs providing assistance to this Project.

"Qualifying Wage Threshold" means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold requirement for this Project is outlined in Exhibit D, Job Obligations.

"Recipient's Employment Base" means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient's Employment Base.

"Retained Job" means an existing job that meets the Qualifying Wage Threshold requirements and would be eliminated or moved to another state if the Project did not proceed in Iowa.

"Sufficient Benefits" means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 80 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 50 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph "1" or "2" above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

"Tax Incentives" means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

"Total Project Cost" means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Tax Incentives	\$ 108,015
<i>TOTAL STATE TAX INCENTIVES:</i>		\$ 108,015

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Reserved.

4.2 Tax Incentives–Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number

shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from Iowa, which is the State of incorporation and organization for the Recipient.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement and tax and judgment lien search results in the Recipient's state of incorporation or organization, against the Recipient, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past three (3) years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Suspected Event of Default.* If IEDA obtains, receives, or otherwise comes into possession of information supporting a reasonable belief that an Event of Default has occurred, IEDA has the discretion to temporarily suspend or delay issuance of Tax Incentives while the suspected Event of Default is being investigated or resolved.

(b) *Unremedied Event of Default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(c) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, or relocates or closes any of its Iowa facilities, IEDA has the discretion to reduce or eliminate some or all of the Award or require the Recipient to repay all or a portion of the Tax Incentives it has received or claimed. Factors IEDA may consider when determining whether to exercise its discretion under this paragraph include, but are not limited to, the percentage of Recipient's workforce affected; the total number of employees involved; whether the action is seasonal, temporary, or permanent; whether employees are relocated to other Iowa facilities; the reasons causing the layoff, closure, or relocation; and the impact on the Project, Community, and State.

(d) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of authorization or issuance of Tax Incentives to the Recipient.

4.5 Closing Cost Fee. Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under

the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) or other generally recognized method of accounting applied on a consistent basis. To the knowledge of the Recipient, the Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project subject to indebtedness reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in jurisdictions in which Recipient has reasonably determined it has a filing responsibility have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP or other generally recognized method of accounting have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP or other generally recognized method of accounting have not been made on its accounts. Adequate provisions in accordance with GAAP or other generally recognized method of accounting for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene

or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget.*

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing.* The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award only for Project.* The Recipient shall use the Award only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award shall conform to the Budget for the Project as detailed in Exhibit C -Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

Award Date	Project Completion Period	COMPLIANCE MEASUREMENT POINT	Maintenance Period	COMPLIANCE MEASUREMENT POINT	Contract Closeout
		Project Completion Date		Maintenance Period Completion Date	
"Award Date" is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.	"Project Completion Period" is the period of time between the Award Date and the Project Completion Date.	"Project Completion Date" is the date defined in Exhibit D by which the Recipient must complete the Project. At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.	"Maintenance Period" is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.	"Maintenance Period Completion Date" is the date defined in Exhibit D on which the Maintenance Period ends. At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.	IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met. "Contract End Date" is the date stated in IEDA's written Notice of Final Contract Closeout that is issued pursuant to Article 1.

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project.

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices. Recipient will repair or restore property that is damaged due to casualty within a reasonable period of time after such damage is incurred.

(b) *Reserved.*

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA. Notwithstanding anything in this Contract to the contrary, changes in ownership, structure, or control involving only Recipient and its Affiliates will not be considered material changes to the Project, and Recipient shall not be required to provide IEDA with advance notice of such changes.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 st for the period ending June 30th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work

in the State of Iowa. Documentation that Recipient obtained completed Forms I-9 (U.S. Citizenship and Immigration Services' Employment Eligibility Verification), reviewed social security cards or other sources of identification, and/or performed other procedures to identify illegal employees at the time of hiring any individuals who are later found to not be legally authorized to work in the state of Iowa shall be taken into consideration in determining whether Recipient knowingly violated federal or state immigration laws.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

7.7 Inspection and Audit. The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, and with reasonable advance notice, unless IEDA or its designee deems it necessary to proceed without advance notice, to:

- (a) Conduct site visits and inspect the Project.
- (b) Audit financial records related to the Project.
- (c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.
- (d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP or other generally recognized method of accounting and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be made available to IEDA and its designees at places and times reasonably designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer

of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. Except with respect to any claims, costs, or expenses arising from the gross negligence or malicious conduct of the IEDA or the State of Iowa (which shall include any of its departments, divisions, agencies, sections, commissions, officers, employees, and agents), the Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

- (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

7.12 Ongoing Fees Based on Claims. For the duration of this Contract and for as long as Recipient claims Tax Incentives under this Contract, Recipient shall remit to IEDA a compliance cost fee equal to one-half of 1 percent (0.5%) of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract. For purposes of this Section 7.12, the compliance cost fee shall only be owed by Recipient for Tax Incentives that reduce Recipient's current Iowa tax liability. No fees shall be owed for Tax Incentives that result in carryforwards because Recipient's current-year Iowa tax liability is not sufficient to utilize all available Tax Incentives

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment for more than thirty (30) days following the due date of any payment required by this Contract whether by lapse of time, acceleration or otherwise; or
2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than twenty (20) business days; or
3. *Reserved.*
4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or
5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or
6. *Reserved.*
7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of thirty (30) days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or
8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or
9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or
10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such

proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Reserved.*

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates or closes any of its facilities within the state of Iowa. IEDA may take into consideration factors as described in Section 4.4(c) of this Contract; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa, as described in Section 7.6(e) of this Contract, then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default and which may be extended by approval of IEDA, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Reserved.
3. Reserved.
4. Reserved.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) *Reserved.*

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of Award Funds due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed. Repayment of all or a portion of Tax Incentives, including interest, if applicable, shall be collected as described in Section 4.1 of Exhibit B-1 of this Contract.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with a documented Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this

Contract.

9.2 Default by Community. An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Reserved.

2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Contract, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Mid-States Material Handling & Fabrication, Inc. and Vier Enterprises, L.C.
Andrew Pistorius
1280 S. B Avenue
Nevada, IA 50201

E-mail: apistorius@mmfiowa.com
Telephone: 515.290.0901

To the IEDA at:

Iowa Economic Development Authority
Compliance
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Attention: Business Development - Compliance

E-mail: Compliance@iowaeda.com
Telephone: 515.348.6200
Facsimile: 877.631.7575

To the Community at:

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

E-mail: jcook@cityofnevadaiaowa.org
Telephone: 515.382.5466

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Contract is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient to a party other than an Affiliate unless approved in writing by IEDA, which approval shall not be unreasonably withheld. Any attempt by Recipient to assign this Contract other than as permitted herein shall be null and void.

10.12 Termination. This Contract can be terminated under any of the following circumstances:

(a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.

(b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9. Notwithstanding anything in this Contract to the contrary, IEDA shall provide Recipient with the opportunity to petition IEDA for a waiver of the local match requirement prior to terminating the Contract due to the Community defaulting on its agreement to provide such match.

(c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding

to IEDA as provided in Article 4.4(c).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000390
2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
3. Exhibit C - Description of the Project and Award Budget
4. Exhibit D - Job Obligations
5. Exhibit E- Reserved
6. Exhibit F - Reserved

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Article 1 - 10 of this Contract.
2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000390
3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
4. Exhibit C - Description of the Project and Award Budget
5. Exhibit D - Job Obligations
6. Exhibit E - Reserved
7. Exhibit F - Reserved

10.15 Integration. This Contract contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

-This space intentionally left blank, signature page follows -

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY: _____

Deborah V. Durham, Director

Date

FOR RECIPIENT:

BY: _____

Signature

Andrew Pistorius DIRECTOR OF ADMINISTRATION
AND FINANCE

Typed Name and Title

12/4/2020

Date

FOR THE COMMUNITY:

BY: _____

Signature

Typed Name and Title

Date

LIST OF EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000390
Exhibit B-1	High Quality Jobs Program – Tax Credit Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

EXHIBIT B – 1
High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 21-HQJP-006

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

"Capital Investment" means the investment spent on land and depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA's administrative rule 261 IAC 174.10.

"Investment Qualifying for the Tax Credit" means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project. The allowable categories of expenditures for purposes of claiming the investment tax credits are described in IEDA's administrative rule 261 IAC 174.10.

"Qualifying Investment" means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

"Economically Distressed Area" means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$108,015.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

(a)	Capital Investment.	\$ 3,169,500
(b)	Qualifying Investment.	\$ 3,169,500
(c)	Investment Qualifying for Tax Credits.	\$ 3,169,500

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 44,625
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Investment Tax Credit (2%)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 63,390
<i>Research Activities Credit.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

2.4 Conditions for Authorized Incentives. The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) within two weeks of project completion.
 - ii. Make an application to IDR within one year after project completion. For purposes of claiming this refund, "project completion" means any date during the period beginning the date a Certificate of Completion, Certificate of Occupancy, or similar document is provided by the Community to the Recipient upon completion of the construction of the building included in the Project and ending on the Project Completion Date as identified in Exhibit D.

(b) *Reserved.*

(c) *Reserved.*

(d) *Investment Tax Credit.*

1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the Recipient. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

January 1, 2020 – December 31, 2020	\$ 12,678
January 1, 2021– December 31, 2021	\$ 12,678
January 1, 2022– December 31, 2022	\$ 12,678
January 1, 2023– December 31, 2023	\$ 12,678
January 1, 2024– December 31, 2024	\$ 12,678

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this incentive, "Qualifying Expenditures" means:
 - i. The purchase price of real property and any buildings and structures located on the real property.
 - ii. The cost of improvements made to real property which is used in operation of the business.
 - iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) "e" and "j" purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP or other generally recognized method of accounting.
4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer's costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

(f) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) *Failure to Meet Job Obligations by Project Completion Date.* If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in Created Jobs. For example, if the Recipient creates 50 percent of the jobs required, the Recipient shall repay 50 percent of the incentives

received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) *Job shortfall at Maintenance Period Completion Date.* If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) *Qualifying Investment.* If the Recipient does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the Recipient meets 75 percent of the amount of required Qualifying Investment, the Recipient shall repay 25 percent of the amount of the Tax Incentives received.

(d) *Less than Total Project Cost at Project Completion Date.* If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's actual Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) *Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost.* If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) *Selling, Disposing, or Razing of Property.* If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B - 1 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: Mid-States Material Handling & Fabrication, Inc. and Vier Enterprises, L.C.

Name of Community: City of Nevada

Contract Number: 21-HQJP-006

PROJECT DESCRIPTION

Mid-States Material Handling & Fabrication, Inc. and Vier Enterprises, L.C. will expand the current facility by 40,000 s.f. The companies will also acquire state-of-the-art fabrication equipment.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs			*Land Acquisition	
HQJP Tax Credit		¹ See Below	*Site Preparation	
			*Building Acquisition	\$1,487,500
Business	\$3,169,500	Internal Financing	*Building Construction	
			*Building Remodeling	
			Lease Payments	
			*Mfg Machinery and Equipment	\$1,669,500
			*Other Machinery and Equipment	
			Racking, Shelving, etc.	
			*Computer Hardware	\$12,500
			Computer Software	
			*Furniture and Fixtures	
			Working Capital	
			Research and Development	
			Job Training	
			*Included as capital investment if awarded tax credit program	
Total	\$		Total	\$3,169,500

¹\$108,015 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Abatement	\$225,000	5 year	YES
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

EXHIBIT D – JOB OBLIGATIONS

Recipient: Mid-States Material Handling & Fabrication, Inc. and Vier Enterprises, L.C.
Community: City of Nevada
Contract Number: 21-HQJP-006

This Project has been awarded Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outlines the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date	August 31, 2023			
Maintenance Period Completion Date	August 31, 2025			
Total employment at project location		28	9	37
Average wage of total employment at project location		\$24.84		
Qualifying Laborshed Wage threshold requirement (per hr)		\$27.07 (120%)		
Number of jobs at or above qualifying wage		7	1	8
Average Wage of jobs at or above qualifying wage		\$40.59		

Notes re: Job Obligations

- When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
- Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

- ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$3,000 for single coverage or \$6,000 for family coverage.

RESOLUTION NO. 059 (2020/2021)

**A RESOLUTION ACCEPTING THE
SCORE SANITARY SEWER PROJECT AS COMPLETE AND
AUTHORIZING FINAL PAYMENT WITH CONDITIONS**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Keith Cooper & Sons, Inc. to construct the SCORE Sanitary Sewer Project on May 29, 2018; and

WHEREAS, the project has now been completed by the Contractor, and inspected and recommended for approval by Staff and HR Green, Inc.; and

WHEREAS, the completed total construction price is \$ 53,550.00; and

WHEREAS, HR Green, Inc. has found that this project has been completed in substantial conformance with the contract documents and recommends acceptance of the work completed with the following conditions: \$2,500 will be retained until spring 2021 to guarantee seed germination. The Statement of Completion and Final Acceptance of Work is submitted for execution.

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

1. The SCORE Sanitary Sewer Project has been completed in conformance with the construction documents and is hereby accepted with the conditions of withholding \$2,500 retainage until spring 2021 to guarantee seed germination; and the Statement of Completion and Final Acceptance of Work be approved and executed by the Mayor.
2. The City Clerk is authorized to make Payment of the remaining balance of \$10,887.50.

RESOLVED this 14th of December, 2020, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

**STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK**

SCORE Park Sanitary Sewer Project
HR Green Project No. 40160100.03
City of Nevada, Iowa
1209 6th Street
Nevada, IA 50201

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following conditions:

Conditions – \$2,500 will be retained until spring 2021 to guarantee seed germination.


City staff observed the construction and recommends acceptance.

The final contract amount is \$ 53,550.00.

Recommended by Engineer,

HR Green, Inc.

By



Larry J. Stevens, PE

December 9, 2020

Date

Accepted by Owner, City of Nevada, IA

By _____

Name _____

Title _____

Date _____

CONTRACTOR: SCORE Sanitary Sewer
 Keith Cooper & Sons
 610-816-6390
ET PH HEARING DATE: N/A
PUBLICATION: N/A
Bid Received: 5/24/2018
AD DATE: N/A
APPROVE PLANS & SPECS:
CONTRACT DATE: Reso 062 (17/18)
ward Contract: AGREEMENT/CONTRACT, PERFORMANCE & BID BONDS, INS

Engineer's Estimate:
ORIGINAL CONTRACT AMOUNT: 53,550.00
Substantial Complete:
Completion Date:

SALES TAX EXEMPTION APPLIED FOR:

Change Order #1:
TOTAL CHANGE ORDERS:

AMOUNT	DATE
53,550.00	
53,550.00	Amended Contract Amt

ARTIAL PAYMENT:

AMOUNT	DATE PD	CHECK	RETAINAGE
40,162.50	10/12/2018	70201	-
10,887.50	12/14/2020		10,887.50
51,050.00	Paid	95.33%	
2,500.00	Remaining	4.67%	
			51,050.00

ACCEPT WORK: by Resolution No. 059 (2020/2021) 12/14/2020
 Retain \$2,500 for guarantee of seed germination in spring 2021

RESOLUTION NO. 047C (2019/2020)

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO TAKE APPROPRIATE EMERGENCY MEASURES DURING THE COVID-19 PANDEMIC, AMENDED

WHEREAS, On March 9, 2020, the Honorable Governor Kim Reynolds has declared a State of Public Health Disaster Emergency in response to the outbreak of Novel Coronavirus 2019 (COVID-19); and

WHEREAS, On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, On March 13, 2020, President Donald J. Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, multiple cases of COVID-19 have been confirmed in Iowa, and the Iowa Department of Public Health has determined that community spread of COVID-19 is occurring within our state; and

WHEREAS, the CDC has advised that local governments should take immediate action to limit the spread of the virus through social distancing, cancellation of public meetings, limiting public gatherings and events, and implementing additional public health safety and education measures to prevent, contain and, where possible, to mitigate the impact of the virus; and

WHEREAS, on April 13th, 2020, the Nevada City Council passed Resolution 047A (2019/2020) outlining the terms of the original resolution, and the City Council wishes to make minor revisions to the restrictions set forth in that resolution, and

WHEREAS, the City of Nevada determines it to be in the best interest of the public to delegate certain decision-making authority to the Mayor and City Administrator during this time to avoid the necessity of multiple public meetings during this crisis.

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

1. That, consistent with the declarations of the WHO, the federal government, and the Governor of the State of Iowa, a Declaration of an emergency is hereby established by the City Council of Nevada, Iowa.
2. The Council hereby authorizes the Mayor and City Administrator to conduct such emergency measures as may be appropriate to safeguard the public health, safety and welfare of both our residents and visitors.
3. The Council authorizes a one-time increase of the signing thresholds for the Mayor and City Administrator for signing contracts of \$100,000 and for single checks \$100,000 without the prior approval of Council, but to be presented at the next Council meeting, or on a monthly basis to the Council for ratification.
4. The Council authorizes the Mayor Pro Tem to sign as an alternate signatory on contracts and checks for the Mayor on behalf of the City, should he be unavailable, and for the

City Clerk to sign contracts, checks and agreements on behalf of the City Administrator, should he be unavailable.

5. No checks may be written in relation to any contract authorized under this resolution without certification by the City Clerk that the appropriate funds exist to meet the obligation, nor any contract or agreement entered into without the review and approval of the City Attorney .

6. The Council authorizes the implementation of electronic mechanisms for the conduct of City business, including staff meetings, planning meetings, and telephonic participation by the Council of such Council Meetings and advisory boards and committees as necessary. Such meetings shall be published, as required, recorded and made public on the City website or by email, upon request, as soon as possible.

7. The Council authorizes, consistent with the recommendations of the CDC, the following:

~~a. That all City public events, trainings and meetings and any events, trainings and meetings planned to be held in or on City property are hereby cancelled until further notice, with the status to be reviewed every 30 days.~~

b. That all out-of-state travel or trainings for City business are hereby cancelled, with the status of this prohibition to be reviewed every 30 days and any requests for exceptions for public safety or other essential services to be reviewed on a case by case basis by the City Administrator.

c. The City Administrator may set such safeguards for the public and employees regarding employees that travel out of the area or that become ill as are reasonable to protect the health and safety of staff and the public, consistent with the most current public health guidelines and advisories.

d. That all non-essential programs of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days, and with no exceptions.

~~e. That all non-essential facilities of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days.~~

f. That the Council authorizes that the Mayor and City Administrator are authorized to enter into any MOU's, shared services agreements, and contracts as may be necessary to provide the continued operation of services in a time of depleted staff or increased need due to this state of emergency with other governmental, quasi-governmental or private entities and may similarly assist other governmental entities, utilities, health services and entities engaged in the delivery of essential services to the community necessary for the continued public health, welfare and safety of the community.

g. That the Council authorizes the Mayor, City Administrator and City Clerk to prepare for, expend resources in anticipation of, and to apply for such state and federal assistance as may be anticipated or allocated as related to the states of emergency.

h. That the Council authorizes the City Clerk to establish an emergency account and to fund said account in the amount of \$250,000 for the tracking and finding of such costs as may result from or be needed to address the health emergency, including: over-time, contract labor, computers, smart phones, electronic equipment and telecommunications

services, etc. as may be necessary for remote and work at home arrangements, and such preventative and safety equipment and supplies as antiseptic, masks, gloves, etc.

PASSED and approved this 22nd day of June, 2020, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member Brian Hanson, seconded by Council Member Dane Nealson, that Resolution No. 047C (2019/2020) be adopted.

AYES: Hanson, Nealson, Sampson, Ehrig, Mittman
NAYS: Spence
ABSENT: None

The Mayor declared Resolution No. 047C (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 047C (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of June, 2020.

Kerin Wright, City Clerk

Item # 8A
Date: 12/14/2020



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 Fax 515.278.1846

HRGREEN.COM

December 9, 2020

Jordan Cook
City Manager
City of Nevada, IA
1209 6th Street
Nevada, IA 50201

Re: Nevada WWTF Improvements – Consumers Energy Electrical Service Agreement Recommendation

Dear Jordan:

Enclosed is Consumers Energy Proposal for Services to provide electrical utility service to the new WWTF site as part of the Phase 2 improvements. Per the proposal, there is no cost to the City for installation of the primary electrical service to the site, WWTF transformer, and electric meter.

The WWTF site is within Consumers Energy's service territory. Consumers Energy is the only electric utility provider for the WWTF site.

HR Green recommends the City approves the Consumers Energy proposal.

If approved, please return the signed proposal to Consumers Energy and keep a copy for your records. If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

HR GREEN, INC

A handwritten signature in black ink, appearing to read 'Michael Roth'.

Michael Roth, P.E.
Senior Project Manager

Cc: Kerin Wright, City
Larry Stevens, HRG
Casey Patton, HRG

Enclosure

J:\2016\160473\Corr\Consumers_Energy\tr-120920-
Nevada_WWTF_Improvements_Consumers_Energy_service_agreement_recommendation-City.docx



PROPOSAL FOR SERVICES

A Touchstone Energy® Cooperative
City of Nevada WWTF

28 Line

515-278-2913

270th St.

Nevada, IA

50201

Description

Install 3 phase overhead service from Consumers Energy's existing facilities to the new Waste Water Treatment Facility site on 270th St.

Install 3 phase underground service from Consumers Energy's new overhead facilities to the new WWTF transformer, routed per the WWTF electrical site plan.

Install 1500 kVa transformer with 277Y/480 VAC 3 phase 4 wire secondary and transformer basement located per the WWTF electrical site plan.

Transformer will be capable of terminating 20 sets of 600 kcmil copper conductors.

Install meter on transformer.

The WWTF project's electrician to install all secondary conductors from the transformer.

Consumers Energy will complete this work on or before June 4, 2021 weather permitting.

Total

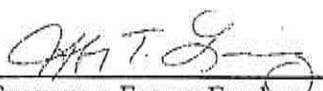
\$0.00

Area must be at or close to grade and free of obstructions before trenching can begin. Signing and returning this proposal to Consumers Energy will indicate your desire to have us proceed with this work.

Total due within 30 days of completion.

Variances from this proposal are to be agreed upon by Consumers Energy and the member-customer.

This proposal is valid for 30 days from date of signature.


Consumers Energy Employee

Member-Customer

Thursday, October 8, 2020

Date

Date

Form #81, 9/20/19, kjg

Kerin Wright

From: Jordan Cook
Sent: Tuesday, November 10, 2020 3:51 PM
To: Melanie Worley
Cc: Kerin Wright
Subject: RE: Your Life Iowa Crisis Line/CICS Mobile Response Banners and Yard Signs

Melanie,

I have reached out to our staff and mentioned this to our Council and Mayor. Historically, we have allowed this and will continue to allow but they ask that you come (virtually or in-person) and present to the Council. I have included Kerin Wright on the email, as she is the one to communicate with about the correct wording for the Council Meeting. Looking forward to seeing and hearing about it. Let me know if you have any other questions.

Respectfully,
Jordan Cook
City Administrator
1209 6th Street
Nevada, Iowa 50201
O: (515) 382. 5466 ext. 232

From: Melanie Worley <melanie.worley@cicsmhds.org>
Sent: Monday, November 9, 2020 12:09 PM
To: Jordan Cook <jcook@cityofnevadaiaowa.org>
Subject: Your Life Iowa Crisis Line/CICS Mobile Response Banners and Yard Signs

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

Jordan,

Per our phone conversation, attached are the samples of what the yard signs and banners look like, and below is more information about these signs and the Crisis Line and Mobile Crisis Response services that are available to all residents of Story County.

Please feel free to contact myself and/or my director Karla Webb with any questions or for additional information.

Thank you for sharing this information with the city staff for their consideration. We look forward to hearing back from you.

-Melanie Worley, Administrative Assistant II
Central Iowa Community Services (CICS)



CICS
Supporting Individuals. Strengthening Communities.
SINCE 1981

Story County Office
126 S. Kellogg Ave. Suite 001
Ames, IA 50010

Phone: 515-663-2928

Fax: 515-663-2940

www.cicsmhds.org
www.storycountyiowa.gov

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CICS has banners and yard signs available to promote the Your Life Iowa Crisis Line and CICS Mobile Response services. The yard signs are 24 inches X 18 inches, and the suggested banner size is 8-foot X 2-foot, however we can also do a 4-foot X 2-foot banner.

The banners are built differently depending on if you would be hanging it inside or outside. For inside the banners have hems and grommets and no ropes. For outside the banners have reinforced corners, hems, grommets, and ropes.

CICS will provide the banners and yards signs at no cost to you. Please let me know if you would like any of these materials to display at city buildings, parks, etc. We also are making the yard signs available to residents of CICS so if you would like a yard sign for your home, please let me know.

If you need information regarding CICS Mobile Response services, here is a link to the CICS website where you can find a description of this service <https://www.cicsmhds.org/services/crisis-services/>. We are finding a higher percentage of mobile response calls are being initiated by individuals and family members and fewer calls are from law enforcement and other professionals, it is great to see that residents are accessing these services on their own.

Thank you for considering these options to help us promote the Your Life Iowa Crisis Line/CICS Mobile Response services. In addition, we have business cards available with this same information; if you would like a supply, please let me know. Please reach out to me with any questions.

Sincerely,

Karla Webb,

Story County Community Services Director

Central Iowa Community Services, Operations Officer



126 S. Kellogg Ave., Ste. 001

Ames, IA 50010

Phone: 515-663-2945

Fax: 515-663-2940

www.cicsmhds.org

www.storycountyiowa.gov

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RESOLUTION NO. 060 (2020/2021)

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE
INTERGOVERNMENTAL CONTRACT WITH CITY OF AMES REGARDING FIRE AND
EMS SERVICES IN THE AREA AROUND THE INTERSECTION OF HIGHWAY 30
AND INTERSTATE 35**

WHEREAS, the City of Ames, Story County, Iowa (hereafter "Ames") and the City of Nevada, Story County, Iowa (hereafter "Nevada") desire to prompt Fire and EMS services; and

WHEREAS, the area generally located around the intersection of US Highway 30 and Interstate 35 which is currently provided services by the Nevada Community Fire Department through contract with Grant Township; and

WHEREAS, it has been determined that the City of Ames is able to provide service more promptly due to its closer proximity; and

WHEREAS, Ames and Nevada previously approved the Intergovernmental Contract and desire to continue the Contract with Amendment No. 1; and

WHEREAS, it is in the best interests of the City of Nevada to approve the Intergovernmental Contract with Amendment No. 1 as well.

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

1. The proposed Amendment No. 1 to the Intergovernmental Contract between the City of Ames and the City of Nevada, a copy of which is attached hereto, is approved.
2. The Mayor and City Clerk are authorized to execute the contract on behalf of the City.

PASSED AND APPROVED this 14th day of December, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 060 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 060 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 060 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14th day of December, 2020.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2020-2021\060-Approve Amended Fire-EMS Agreement with Ames.doc

AMENDMENT NO. 1
To
AN INTERGOVERNMENTAL CONTRACT
BY THE CITY OF AMES, IOWA, AND THE CITY OF NEVADA, IOWA
Effective Date: December 15, 2020

This AMENDMENT No. 1 is by and among the City of Ames, Iowa, and the City of Nevada, Iowa, and amends the Intergovernmental Contract by the City of Ames, Iowa, and the City of Nevada, Iowa, approved by the Ames City Council on May 11, 2010 and approved by the Nevada City Council on June 14, 2010 ("Intergovernmental Contract"). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. The Parties agree that an amendment should be made to the duration of the Intergovernmental Contract in order to extend the renewal period of the agreement for an additional ten years.
2. Section 8 of the Intergovernmental Contract is amended to replace "it shall automatically renew for additional 12 month periods until December 31, 2020" with the following: "it shall automatically renew for additional 12-month periods until December 31, 2030".

SECTION 2. AMENDMENT ALLOWED.

1. The Intergovernmental Contract provides for this Amendment with the approval of both city councils. All other terms and conditions of the Intergovernmental Contract shall remain in full force and effect except as specifically modified by this Amendment.

Remainder of page intentionally left blank

Approved by the Ames City Council on the 8th day of December 2020, pursuant to Resolution No. _____.

Approved by the Nevada City Council on the 14th day of December 2020, pursuant to Resolution No. _____.

THE CITY OF AMES, IOWA

THE CITY OF NEVADA, IOWA

By: _____
John A. Haila, Mayor

By: _____
Brett Barker, Mayor

By: _____
Diane Voss, City Clerk

By: _____
Kerin Wright, City Clerk

INTERGOVERNMENTAL CONTRACT

WHEREAS, the City of Ames, Story County, Iowa (hereafter "Ames") and the City of Nevada, Story County, Iowa (hereafter "Nevada") are both Iowa Municipal Corporations located in Story County, Iowa, both operating their separate, individual Fire and EMS Departments; and

WHEREAS, U.S. Highway 30 runs East and West through Story County and connects the cities of Ames and Nevada; and

WHEREAS, U.S. Interstate Highway I-35 runs North and South through Story County, but lies substantially closer to the City of Ames than to the City of Nevada; and

WHEREAS, prior to the effective date of this contract, Nevada has been responsible for providing Fire and EMS services to that portion of Interstate I-35 located in Grant Township pursuant to a prior agreement with the townships; and

WHEREAS, due to the heavy traffic on I-35 and U.S. 30, frequent motor vehicle accidents occur on these highways, many involving serious personal injuries to the occupants and occasionally involving life threatening motor vehicle fires; and

WHEREAS, both parties desire to render prompt Fire and EMS responses to travelers involved in accidents on these highways; and

WHEREAS, Iowa Code Section 28E.12 allows municipalities as governmental agencies to contract with each other to perform and provide services that both agencies are otherwise authorized to perform.

NOW THEREFORE, it is mutually agreed as follows:

1. The purpose and objective of this contract is to provide the fastest Fire and EMS response time possible to victims and potential victims involved in accidents that may occur in the "Covered Area" as designated in the attached "Exhibit A," incorporated by reference herein.
2. Each party to this contract shall retain all of the powers and rights it presently retains as an Iowa Municipal Corporation operating a Fire and EMS Service.
3. On and after the effective date of this contract, Ames shall be responsible for responding to Fire and EMS calls to and within the Covered Area.
4. When responding to calls in the Covered Area, all Ames Fire Fighters and EMS personnel shall be under the command and supervision of their usual Ames superiors and shall make all emergency decisions pertaining to services provided on the site in accordance with their own established procedures and protocol. All vehicles and equipment used during the call shall be Ames vehicles and equipment.
5. All liability to third parties for alleged acts and omissions of Ames Fire and EMS personnel while responding to calls in the Covered Area, all responsibility for personal injuries sustained by Ames Fire and EMS personnel and all damage to Ames vehicles and equipment shall be the responsibility of Ames, the same as if the Covered Area were within the boundaries of the City of Ames.
6. Ames may charge service fees to the persons who receive Fire and EMS services as it deems appropriate and as provided for by the Ames Municipal Code.
7. This contract shall be approved by City Council Resolution. The contract first shall be approved by the City of Ames and two executed originals delivered to the Nevada City Clerk. Following approval by the City of Nevada, the contract becomes effective at 12:01 AM on the first Sunday following delivery of a fully-executed original to the Ames City Clerk.

8. This contract shall remain in full force and effect until December 31, 2010, at which time it shall automatically renew for additional 12 month periods until December 31, 2020. Provided, however, that either party may terminate the contract on any of its annual termination dates on December 31 by giving the other party notice on or before November 1 of the year in which the party intends to terminate on December 31. Notice shall be in writing and shall be mailed by certified mail, return receipt, properly addressed to the appropriate City Clerk at City Hall.

9. Nevada shall continue to respond to Fire and EMS calls in the remainder of the area it is presently responsible for.

10. This contract shall have no effect on any existing Intergovernmental Mutual Aid or similar contract or agreement that may exist between the parties or between one of the parties and another community or agency.

11. Although this contract is formed pursuant to the authority of Iowa Code Section 28E.12, it shall not be considered or construed as a "28E Agreement"; shall not be subject to the requirements of Chapter 28E and shall not be recorded with the Secretary of State. The consideration for the contract shall be the mutual desire of both parties to render the fastest response time to persons and property in distress within the Covered Area. This contract does not require the reimbursement of any expenses or costs between the parties or the sharing of costs, it does not provide for the acquisition of any joint real or personal property, the designation of an Administrator or Board of Directors nor the creation of any joint budget or chain of command involving personnel of both parties.

12. This contract may be amended from time to time, provided the amendment is in writing and is approved by the City Councils of both parties prior to its effective date.

Approved by the Ames City Council on the 11th day of May, 2010, pursuant to Resolution No. 10-129.

Approved by the Nevada City Council on the 14th day of June, 2010, pursuant to Resolution No. 63 (2009-2010).

THE CITY OF AMES, IOWA

By: Ann Campbell, Mayor

By: Deanne R. Voss, Clerk

THE CITY OF NEVADA, IOWA

By: Will E. B. F., Mayor

By: Jessica R. Peterson, Clerk

APPROVED AS TO FORM
BY D. Marek
DOUGLAS R. MAREK
CITY ATTORNEY

EXHIBIT A

The Covered Area

1. The entire area of the I-35 and U.S. Highway 30 Interchange, including all entrance and exit ramps.

2. U.S. Highway 30, both Eastbound and Westbound, from the Dayton Road Interchange, including all exit and entrance ramps, through the area described in Item #1 above.

3. I-35, both Northbound and Southbound from Lincoln Highway, the present Ames City limits on I-35, through to the I-35 merge lane with the Southbound I-35 entrance ramp and the Northbound Interstate 35 exit in the I-35 interchange with Highway 30.

8D
DATE: 12/14/2020

COUNCIL ACTION FORM

AGENDA ITEM: Discussion and Appropriate Follow-up on Nevada Senior Citizens Agreement for January 1, 2021 to December 31, 2023

HISTORY:

Attached is the new Nevada Senior Citizens Agreement with the City of Nevada/Senior Community Center. The only change to the agreement from previous years are the dates.

The Senior Group is ready to sign and approve this agreement. The Nevada Senior Community Center Board is also recommending continuation of the agreement with no changes.

Also attached are the last fiscal years revenue and expense reports. If you look at the years combined the center came out ahead. The last few years there has been a small loss at the center. However, it was not a good year for the center with the pandemic. The total for all years is still ahead by \$4,573.53.

OPTIONS:

1. Approve the Recommendation from the Nevada Senior Community Center Board to approve the Nevada Senior Citizens Agreement for another three (3) year term, January 1, 2021 through December 31, 2023.
2. Refer back to staff to re-evaluate the agreement.
3. Do Nothing at this time.

STAFF'S RECOMMENDED ACTION:

The Nevada Senior Community Center Board and Staff recommend approval of the renewal of the Agreement for another three (3) year term.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1; thus approving the Nevada Senior Citizens Agreement for another three (3) year term beginning January 1, 2021 through December 31, 2023.

AGREEMENT BETWEEN
NEVADA SENIOR CITIZENS
AND
CITY OF NEVADA SENIOR COMMUNITY CENTER
1231 6th Street
Nevada, Iowa 50201
515-382-5466

This agreement is made this 14th day of December, 2020, between the Nevada Senior Citizens, hereafter referred to as the "Seniors", and the City of Nevada Senior Community Center, hereafter referred to as the "City."

DURATION OF CONTRACT

This contract shall be effective January 1, 2021 to December 31, 2023. Upon written approval of both parties, this agreement may be extended for additional terms.

The Seniors and City agree to the following terms and conditions:

TERMS AND CONDITIONS

1. **FEES AND DAYS OF OPERATION.** The City will make available to the Seniors, the Nevada Senior Community Center, hereinafter the "NSCC," for the use for programs between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday each week. Upon prior written notice and approval by the City, the NSCC may be made available to the Seniors at 7:00 a.m. during weekdays. The Seniors shall pay a rental fee of \$125.00 per month for this use. Payment is due by the tenth (10th) of each month to cover utilities, garbage and for maintenance and repairs of the facility. Payment shall be made at 1209 6th Street, Nevada, Iowa 50201.

The Seniors acknowledge that other entities can rent the NSCC space between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, however the rental to other parties during these set hours shall in no way interfere with the Seniors' use of the NSCC space and the Seniors' shall clear the space for the use of other rentals.

The Seniors assume the responsibility of making advanced reservations with the City to ensure that the NSCC space is available. Reservations may be made up to one (1) year in advance from the present calendar month.

The City shall provide the Seniors with two (2) keys, which shall not be duplicated. If lost, the Seniors will be charged a fine of \$25.00.

If the Seniors of the Seniors organization would like to rent the facility for additional hours at night or on the weekends, the Seniors may reserve the space for free if it is not already reserved, by scheduling their date with City Hall.

2. DUTY OF CARE AND MAINTENANCE. The Seniors shall be responsible, at their own expense, for leaving the site in a clean and orderly condition each day the facility is used. Specifically, the Seniors shall put all equipment and supplies into storage areas, shall wipe clean with appropriate sanitizer all surfaces used in preparation, serving, and eating of the food, and shall keep clean all areas and equipment. The Seniors shall be responsible for sweeping and vacuuming floors and any shared equipment each day. The Seniors have received a copy of the Rental Inspection Clean-Up Checklist and agree to be bound by its requirements, excluding restroom responsibilities during the weekday.

The Seniors agree to enforce the "No Smoking" law for public buildings, including no smoking in the parking area.

Any damage caused by the Seniors' use of the NSCC facility or equipment shall be paid by the Seniors. Kitchen utensils, appliances, office equipment, tables, chairs and other items belonging to the premises are not to be removed from the NSCC facility.

The Seniors agree that they will replace any office supplies they use, including but not limited to paper, pens, sticky notes, and printer cartridges.

The City shall be responsible for the overall cleanliness of the site, including, but not limited to, polishing of the floors, mowing, trimming, snow removal and garbage disposal.

The City shall provide supplies for restrooms and janitorial service.

The City shall provide a safe environment that meets safety standards set by federal, state and local regulations, such as fire extinguishers, etc.

3. INDEMNIFICATION. The Seniors shall be responsible for any damage to the NSCC facility, the parking area, and third persons occasioned by, or arising out of, any accident, acts, omissions or occurrences causing or inflicting injury and/or damage happening or done in, upon or about the NSCC facility due directly or indirectly to the rental, use or occupancy thereof or any part thereof by the Seniors or any person claiming through or under the Seniors. The Seniors will protect, indemnify and save harmless the City, its agents, employees and elected officials from and against any and all loss, cost, damages and expenses occasioned by, or arising out of, any accident or any other occurrence causing or inflicting injury and/or damages to any person or property, happening or done, in, upon, or about the NSCC facility, parking area or due directly or indirectly to the rental, use occupancy thereof or any part thereof by the Seniors or any person claiming through or under the Seniors.

4. UTILITIES. The City shall furnish water, sanitary sewer, heat, air conditioning, electricity, telephone, cable and sanitary (garbage) disposal for the NSCC facility.

5. SUBLETTING. The Seniors shall not sublet the premises. The Seniors are responsible for any caterers, servers, and concessionaires who are affiliated with the Seniors' program/event.

6. ALCOHOLIC BEVERAGES. No alcoholic beverages of any kind are to be consumed inside or outside of the building. No liquor shall be sold within the building or premises without further authorization from the City.

7. DECORATIONS. The parties acknowledge that each program/event will be unique. Thus, prior to putting up any sort of decorations, the Seniors agree to get permission from the City. The following rules apply in all circumstances: No decorations may be adhered to the walls, ceiling, woodwork or windows; no open flame candles; no confetti; and no nails, thumbtacks or staples shall be applied to any surface of the building.

8. LIABILITY. The City shall carry primary insurance for those participating or using the NSCC. There shall be liability coverage for personal injury, personal liability, and product liability. The Seniors shall not do or omit from doing any act which would vitiate any insurance, or increase the insurance rates in force upon the premises.

9. NONDISCRIMINATION. All parties to this agreement shall comply with the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant thereto, the Rehabilitation Act of 1965, Section 504 and all other applicable Federal, State and local laws.

All parties shall comply with Federal, State and local nondiscrimination laws. In accordance with such laws, no person shall be discriminated against, excluded from participation, be denied benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, sex, age, national origin, or handicap.

10. ASSIGNMENT. No assignment or transfer of this agreement or any extension thereof may be made in whole or in part, without the written consent of the City and the Seniors.

11. TERMINATION. No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized officers of both the Seniors and the City. Both parties may, at any time during the life of this agreement or any extension thereof, terminate this agreement upon thirty (30) days written notice of intention to do so.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be signed by the duly authorized offices the day and year first written above

SENIORS

CITY

By _____
Chair
Nevada Senior Citizens

By _____
City Administrator, Jordan Cook

Date _____

Date _____

EVADA SENIOR CENTER - FINANCIAL HISTORY

ACT #	ACCOUNT TITLE	YTD FY11/12	YTD FY12/13	YTD FY13/14	YTD FY14/15	YTD FY15/16	YTD FY16/17	YTD FY17/18	YTD FY18/19	YTD FY19/20
I1-461-4311	SENIOR CENTER RENT	5,958.50	6,279.00	7,307.00	6,639.00	5,616.00	6,763.00	6,777.00	6,862.00	5,443.00
I1-461-6020	SNR CNTR=SALARIES-PERM PT	881.33	665.93	666.4	839.21	883.43	1,077.39	1503.84	1919.63	1,563.88
I1-461-6062	HOLIDAY	-	-	-	-	-	-	-	-	-
I1-461-6063	SICK LEAVE	-	-	-	-	-	-	-	-	-
I1-461-6064	VACATION	-	-	-	-	-	-	-	-	-
I1-461-6110	FICA-CITY CONTRIBUTION	54.6	41.23	43.51	64.17	67.51	82.43	115.04	146.86	119.62
I1-461-6120	MEDICARE-CITY	12.84	9.68	7.45	-	-	-	-	-	-
I1-461-6130	IPERS (REGULAR)	71.08	57.68	59.52	74.51	78.91	96.25	134.29	181.28	147.65
I1-461-6150	GROUP INSURANCE	-	-	-	-	-	-	-	-	-
I1-461-6160	WORKERS COMPENSATION	-	72.2	-72.2	40.34	12.82	15.62	13	19.06	10.00
I1-461-6310	BUILDING MAINT & REPAIR	475.56	207.84	246	259.99	341.74	230.41	191.01	7.98	-
I1-461-6341	MISC EQUIPMENT REPAIR	-	-	-	-	-	-	165.28	6.54	38.18
I1-461-6371	ELECTRIC/GAS	2,236.42	2,737.91	3,136.72	2,766.38	2,594.82	2,910.92	3,538.76	3,164.80	2,821.90
I1-461-6373	TELEPHONE/FAX	686.48	704.76	666.59	649.47	657.63	274.3	-	673.43	676.82
I1-461-6408	GENERAL/TORT INSURANCE	315.34	333.14	344.05	546.59	539.87	525.52	576.61	450.31	720.00
I1-461-6483	SANITATION	-	-	-	250	300	300	300	300	300.00
I1-461-6499	MISC CONT SERVICES	18.3	18.45	123.5	28.22	28.79	27.66	133.41	25.91	25.91
I1-461-6508	POSTAGE/SHIPPING	2.24	2.25	0.96	281.5	83.9	0.46	0.68	-	-
I1-461-6581	JANITORIAL/CLEANING SUP	149.25	149.56	-	41.56	132.66	-	131.71	-	-
I1-461-6599	MISC OPERATING SUPPLIES	-	-	-	37.9	114.12	154.12	259.89	150	-
DIFFERENCE		1,055.06	1,278.37	2,084.50	759.16	-220.2	1,067.92	-286.52	-183.80	(980.96)
PROOF		1,055.06	1,278.37	2,084.50	759.16	-220.2	1,067.92	-286.52	-183.80	(980.86)

2

City Administrators Report

November 20-December 9

LMI:

Kerin and I have been talking about this for quite some time on how to utilize this money, I have been in contact with our bond attorneys and Brenda Dryer to get more information on this. We currently have a small amount of money on hand for this but will be collecting a lot more with the TIF we will be receiving.

MetroNet:

Still talking with MetroNet about services, they have been offering a better deal than we currently have. Craig, Kerin, and I have been in several meetings with many companies. We are looking at internet and phone because our internet is slowly getting worse and our phones are outdated.

Volunteer Hours:

Last Monday I volunteered at toys for tots, this is a yearly event I partake in. They did not receive as many toys as last year but fortunately they had more toys than needed last year. It has been a rough year for businesses that rely on volunteers, many places do not want employees to volunteer and many people do not feel comfortable volunteering because of COVID.

FEMA:

Continuing to have meetings every Tuesday with FEMA. We continue to finger through documents but we are getting closer to submitting the claim. Majority of the documents we are still waiting on are invoices and estimates for replacing the items we lost.

CIASSO Training:

Enrolled and took a "dog bite awareness/recognition of workplace hazards. Classes were interesting, I liked the second part to it rather than the dog bite webinar. I felt the dog bite webinar was more informational rather than preventative. It was nice to have a refresher on these.

Website Design:

Marlys has been working with Abigail to get the website off the ground. She has a meeting with all the department heads next week to discuss specifics for department pages.

Nextlink:

This was the company with an enticing offer for phone and internet. Craig and I were set up for a zoom meeting with the company but unfortunately, the gentleman was a no show. I sent him a message and we will see when he gets back to me.

Helper Helper:

I gave this duty to Marlys, she will be reaching out to the community cupboard to see if this would be something they would be interested in utilizing.

Public Health:

We continue to work with Les and the county to provide the most updated and accurate numbers for the council and citizens.

UPDATES:

COVID-19:

Marlys has been providing updates bi-weekly.

Verbio Annexation:

Ames public hearing went well, the annexation was approved with a 5-1 vote. We will be having a public hearing on Monday night. Excited it was approved, things are moving along.

Burke:

Hormel is creating WWTP document

South Glen:

Done for the season, will pick up next year-starting with the road.

Plaques:

These are finished, waiting to get the moisture pulled from the bricks first.

WWTP:

They have been working on the site for a week or so, they have a lot done already.

-End of Report-



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Ray Reynolds
Director of Fire & EMS

Cathy Jager
Chief's Assistant

Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: December 7, 2020

REF: Activity report for Trustees, City Council and Honorable Mayor.

Total Calls to date for 2020:	676
Fire calls for Nov. 2020:	8
EMS calls for Nov. 2020:	52
Good intent calls for Nov. 2020:	8
Community Events for Nov. 2020:	0
Narcans administered this month:	0

Engine 310

The 1997 Spartan engine (23 years old) is continuing to see some more mechanical issues. The engine has had some incidents where the motor dies. It was taken to Des Moines and a rebuilt alternator was installed in the engine. The water pump is leaking fluid out the weep holes and a new water pump will be installed this week by our in-house mechanical staff member. That should save a considerable amount of money. We think some of the issues involving the truck not always going into pump gear on the first time may be related to the electrical system. The new alternator should help.

A steering committee is starting to look at prices for a new engine and some funding options. The capital budget for the fire department is not in a position where we could afford the purchase a new engine. There was some discussion of looking for a used engine. Many of the fire department officers had some concerns with the unknowns of buying someone else's used engine. As a major investment we intend to use for 20 years, the committee thinks we should purchase new and look at finance options available. NFPA recommends replacement of front line engines at 20 years.

Smoke alarm purchases

The Nevada Firefighters Inc. was awarded a grant through Alliant Energy for the purchase of \$1000 worth of smoke alarms. The department has already purchased the smoke alarms and we hope to see the shipment arrive soon. We continue to the practice of installing smoke alarms for residents who request

them. We also carry a smaller amount of smoke alarms on the engine so we can install the alarms in residences where we see the need. This is a successful venture and will someday pay dividends in lives saved.

Advanced Life Support

The department is in the process of moving forward with licensing to provide paramedic level care to the residents of Nevada and our surrounding townships. We still have a long way to go but we wanted to start the process. A number of out of county transports seem to be taking our ambulances out of the area. This causes a delay in residents receiving paramedic level care. Last week the local ambulance made two trips to Sioux City transporting mental health patients to the closest available bed. This means for 7 hours, there were no paramedics east of I-35 for the entire county. Having Mary Greeley respond adds an additional 12-15 minutes before paramedics can arrive on scene. This month, Ankeny FD responded to the county to provide an ambulance because none were available. The department currently has 5 paramedic members. The department is looking to license as a non-transport paramedic response level service. Iowa City Fire Department offers the same service. This will support both our resident's needs and the local ambulance service.

Unit 610 old and new

The 2007 Ford F-350 attack truck was retired and turned over to the rural townships pursuant to the Rural Fire Protection Agreement of 2009. The department has utilized the vehicle for many grass fires in the surrounding four townships. The design and layout of the vehicle worked well for our department. The new 2020 F-350 attack truck will continue to have the UHP unit. The value of our UHP unit is without question a very useful tool in more than grass fires. The unit has been the first unit on scene to a house fire during the Derecho and a machine shed fire the following day. The use at dumpster fires and grass fires has helped the department have a powerful quick attack response capability. The new truck is decayed and is awaiting the installation of emergency lighting. It is completely operational and responds in a non-emergent fashion until the lights are installed.

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December 2020

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

I zoomed into the FY22 Budget Workshop put on by the League. The rates for IPERS remain the same. Rollback numbers for Residential is up slightly 56.4094% (last year 55.0743%); Multi-Residential down to 67.5% (last year 71.25%). We continue to watch the revenue side as we get through the pandemic. At this point we are holding steady but forecasters warn that it could be a year or two before we see the fallout. Our Local Option Sales and Road Use Taxes are holding steady. At the first meeting in January council will review the FY22 Budget Worksheets. Then at the last meeting in January (25th) will be our budget workshop after the regularly scheduled council meeting.

We received our State CARES Act reimbursement after working through the required processes. We are getting closer to the final steps in our other request for reimbursement from FEMA.

The TIF Certification, Urban Renewal Report and Annual Financial Report have all been filed. TIF payments have been processed.

Continue working with our financial advisor and engineers to prepare the first request for reimbursement for our SRF loan for the Wastewater Treatment Facility.

With the last council meeting of December cancelled we will be sending a claim list out on Tuesday, December 22nd for review of any last bills that need paid. Please let me know by Wednesday, the 23rd if there are concerns regarding any of them.

I will be out of the office from December 24th through January 1st.

For: December 14, 2020 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Shanna Speer, Library Director

**Nevada Public Library
Council Report**

- WiFi hotspots are now in circulation. They can be checked out for one week at a time and can be reserved through our catalog, email, or phone. Patrons must be 18 or older in order to check them out. We are limiting it to Nevada and rural Story County residents only.
- The board has been discussing potentially going Fine Free. This will continue to be a discussion. To start, we will be clearing all old fines and encouraging the return of old items before February at which time we will begin incurring fines again. Due to the pandemic we have been lenient with fines.
- We are planning a diversity audit of our young adult collection. We will be partnering with Nevada High School's Cub Colors, our TAG members, and engaging any interested local teens in discussing topics about diversity to get their input regarding what is important to them in our collection.
- Our Take & Make crafts continue to be very popular. We typically have to replenish the bins multiple times throughout the week. Virtual programs continue to draw people together to share stories, discuss books, craft together, do shadow puppets, etc.
- Collette Thomas from Luminous visited the library to count and analyze our lighting for Alliant rebate options. She provided quotes, but due to the availability of product and crews, the work would not likely get done by the end of the year, which is a requirement of the program. We will be looking into it again next year.

LIBRARY BOARD OF TRUSTEES MONDAY, NOVEMBER 16, 2020, 5:00 P.M.

Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees via Zoom in accordance with emergency measures as a result of the COVID-19 Pandemic on Monday, November 16, 2020 at 5:01 p.m. 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: Elizabeth Klaes, David Morris, Adam Riedell, and Allison Severson. Absent: Priscilla Gammon and Peter Korsching.

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, and Donna Mosinski.

Motion by Board Member David Morris, seconded by Board Member Allison Severson, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: Morris, Severson, Klaes, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

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

Motion by Board Member Allison Severson, seconded by Board Member David Morris, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the October 19, 2020 regular meeting
- (2) Approve November 2020 **claims** totaling \$5,551.32 (see attached list)
- (3) Accept and place on file the Director's **memo** dated November 13, 2020
- (4) Accept and place on file the October 2020 **financial report**

The roll being called, the following named board members voted. Ayes: Severson, Morris, Riedell, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Elizabeth Klaes, seconded by Board Member Allison Severson, to approve the Volunteer and Community Service Volunteer Policies as amended. The roll being called, the following named board members voted. Ayes: Klaes, Severson, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

The Board discussed going Fine Free or zeroing out the amount due in fines for everyone and starting over. They discussed a gradual change starting with children being fine free. Shanna will discuss the board's ideas with the City Administrator and the Mayor and bring it back at a future meeting. The discussion went for 45 minutes.

Library Director Shanna Speer reported on:

- The hotspots are at the library and they are working on the agreement.
- The city council has approved the digital sign and she has contacted the vendor.

The next meeting will be held at 5:00 p.m. Monday, **December 21, 2020.**

There being no further business to come before the Board, it was moved by Board Member David Morris, seconded by Board Member Allison Severson, to *adjourn the meeting*. The roll being called, the following board members voted. Ayes: Morris, Severson, Klaes, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 5:55 p.m. he adjourned the meeting.

ATTEST:

Elizabeth Klaes, Secretary

Adam Riedell, Chairperson