



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, FEBRUARY 8, 2021 – 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, February 8, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Wastewater Treatment Facility – Phase 2 Project
 1. Public Hearing
 2. Resolution No. 065 (2020/2021): A Resolution approving Plans and Specifications, form of contract and estimate of cost for the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project
 3. Resolution No. 066 (2020/2021): A Resolution awarding the contract for the Nevada Wastewater Treatment Facility Improvements-Phase 2 Project

B. Amend Chapter 66.05 Load and Restrictions-Truck Routes

1. Public Hearing
2. Ordinance No. 1016 (2020/2021): An Ordinance amending Chapter 66 Load and Restrictions

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 January 25, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75136-75188 and Electronic Numbers 895-900 (Inclusive) Totaling \$302,755.81 (See attached list)
- C. Approve Financial Reports for Month of January, 2021
- D. Schedule Public Hearing on Fiscal Year 2022 Proposed Maximum Property Tax Levy for February 22, 2021 at 6:00 p.m. and Authorize Publication of Notice on February 11, 2021
- E. Resolution No. 067 (2020/2021): A Resolution to enter into a 28E Agreement with Story County to provide Dispatch/Jail Services for FY2021/2022
- F. Resolution No. 068 (2020/2021): A Resolution naming Depositories and Reviewing Maximum Balances
- G. Approve Tax Abatement
 1. BP2018-0077, 1056 C Avenue, Garage
 2. BP2018-0127, 1322 W 3rd Street, Garage
 3. BP2019-0121, 1315 2nd Street, Deck/Bath Remodel

6. MAYOR'S APPOINTMENTS

- A. Library Board Appointment, Nonresident member, Tim McLaughlin to fill the vacant seat for which term ends June 30, 2025

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

- A. Swear in Police Sergeant Andrew Henderson

8. OLD BUSINESS

- A. Resolution No. 069 (2020/2021): A Resolution to authorize the filing of a Sponsored Project Application (2nd request) with the Iowa Department of Natural Resources and the Iowa Finance Authority State Revolving Fund for the City of Nevada, Iowa
- B. Approve Pay Request No. 2 for the Wastewater Treatment Facility, Phase 1 from Wenthold Excavating LLC in the amount of \$93,468.13
- C. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)

9. NEW BUSINESS

- A. Resolution No. 070 (2020/2021): A Resolution to approve Johnson Controls Sales Agreement for Brivo Services at the Water Plant
- B. Resolution No. 071 (2020/2021): A Resolution to Renewal/Upgrade Agreement with Mediacom to provide Internet Services
- C. Resolution No. 072 (2020/2021): A Resolution approving the Amendment to the Comprehensive Development Plan
- D. Approve both Addendums to the Suez Water (Utility Service Group) Contract for water tower maintenance to include pressure wash exteriors in between paintings
- E. Resolution No. 073 (2020/2021): A Resolution approving a Fuel Sharing Agreement with the Nevada Community School District and the City of Nevada

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

11. ADJOURN

The agenda was posted on the official bulletin board on February 4, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2021-02-08.DOC

*Nevada City Council will go into exempt session under Iowa Code 20.17(3) after the regularly scheduled meeting on February 8, 2021 to discuss negotiating strategy.



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REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, FEBRUARY 8, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

8. OLD BUSINESS

- A. Resolution No. 069 (2020/2021): A Resolution to authorize the filing of a Sponsored Project Application (2nd request) with the Iowa Department of Natural Resources and the Iowa Finance Authority State Revolving Fund for the City of Nevada, Iowa
Enclosed you shall find a resolution to apply for funds to help with Best Management Practices for the sponsored project that has identified several water quality problem areas in local watershed.
- B. Approve Pay Request No. 2 for the Wastewater Treatment Facility, Phase 1 from Wenthold Excavating LLC in the amount of \$93,468.13
Enclosed you shall find an application for payment for work done in Phase 1 of our Wastewater Treatment Plant.
- C. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)
Enclosed you shall find the resolution exercising emergency measures to provide any updates or changes to the current document.

9. NEW BUSINESS

- A. Resolution No. 070 (2020/2021): A Resolution to approve Johnson Controls Sales Agreement for Brivo Services at the Water Plant
Enclosed you shall find a resolution to enter into an agreement with Johnson Controls to provide Managed Access Control Services for the Water plant security system.
- B. Resolution No. 071 (2020/2021): A Resolution to Renewal/Upgrade Agreement with Mediacom to provide Internet Services
Enclosed you shall find a resolution to renew for an extended 1-year period and upgrade to prime gig with Mediacom.
- C. Resolution No. 072 (2020/2021): A Resolution approving the Amendment to the Comprehensive Development Plan
Enclosed you shall find a resolution to amend the comprehensive plan to approve and include the amended Future Land Use Map by the recommendation of Nevada City Planning and Zoning.
- D. Approve both Addendums to the Suez Water (Utility Service Group) Contract for water tower maintenance to include pressure wash exteriors in between paintings
Enclosed you shall find an addendum to include new services to provide cleaning opposite years of painting exterior of both water towers.

- E. Resolution No. 073 (2020/2021): A Resolution approving a Fuel Sharing Agreement with the Nevada Community School District and the City of Nevada
Enclosed you shall find a resolution to help maximize efficiency on fuel costs.

Item # 4A
Date: 2/8/21

Proof Of Publication in
NEVADA JOURNAL

RECEIVED

JAN 27 2021

CITY OF NEVADA

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, Bethleen Allen, on oath depose and say
that I am the Legal Clerk of NEVADA JOURNAL, a weekly
newspaper, published at Ames, Story County, Iowa that the
annexed printed:

CITY OF NEVADA
PH, WWTP Phase 2

was published in said newspaper 1 time(s) on

January 21, 2021

the last day of said publication being the
21st day of January, 2021

Bethleen Allen
Legal Clerk

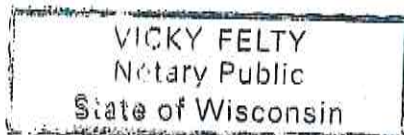
Vicky Felty
Notary Public, State of Wisconsin, County of Brown

9/19/21

My commission expires

sworn to before me and subscribed in my presence by this the
21st day of January, 2021

FEE: \$47.47
AD #: 0001382823
ACCT: 37490



#1382823
NOTICE OF PUBLIC HEARING ON
PROPOSED
PLANS AND SPECIFICATIONS,
FORM OF CONTRACT AND
ESTIMATE OF COST FOR THE
NEVADA WWTF IMPROVEMENTS -
PHASE 2

NEVADA, IOWA

CITY CLERK

Published in the Ames Tribune on
January 21, 2021 (1T)

Notice is hereby Given: That at
6:00 PM, at the City Hall, 1209 6th
Street, Nevada, IA 50201 on Febru-
ary 8, 2021, the City Council of the
City of Nevada, Iowa (The "City")
will hold a public hearing on the
proposed plans and specifica-
tions, form of contract and esti-
mate of cost (the "Contract Docu-
ments") for the proposed Nevada
WWTF Improvements - Phase 2
(the "Project").

The Project shall consist of:

The Work to be performed un-
der these Contract Documents
consists of the construction of the
Nevada Wastewater Treatment Fa-
cilities (WWTF) - Phase 2. The
Contractor will furnish and install
all labor, materials, and equip-
ment for the construction im-
provements project.

The proposed wastewater treat-
ment facilities include:
Administration/Vehicle Storage
Building with administrative area,
control room, offices, IT room,
training and breakroom, locker
rooms, mezzanine, vehicle stor-
age bays, electrical room, and
emergency standby engine gener-
ator; Headworks Building with
screening, grit removal, flow
measurement; Three-Stage Oxida-
tion ditch activated sludge system
with flow splitter; Secondary
Treatment Building with return
sludge and waste sludge pumping
and control, flow measurement,
office and operations laboratory;
Secondary Clarifiers with flow
splitter, scum removal; Secondary
Treatment Chemical Feed and
Storage Building with storage
tanks and chemical feed equip-
ment; Ultraviolet Disinfection
Building with UV disinfection
equipment, flow measurement, ef-
fluent pumping, effluent sam-
pling; Aerobic Digesters with inte-
gral membrane thickening units,
diffused aeration and mixing sys-
tem, and cover system; Solids
Processing Building with waste
sludge screening, permeate
pumping, aeration blowers,
biosolids pumping; Biosolids Stor-
age Tank and Biosolids Pumping
Station with tank decant, mixing
system and truck load-out; Return
Pumping Station; Sitework with
access roads, yard piping, grad-
ing, drainage, yard structures,
surfaces, erosion control, land-
scaping, fencing, lighting, security
with associated mechanical, elec-
trical, instrumentation and con-
trols, architectural, and structural
systems.

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

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

RESOLUTION NO. 065 (2020/2021)

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the “Contract Documents”) for the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project (the “Project”), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on February 8, 2021;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved February 8, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

The Mayor announced that bids for the construction of the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project had been received before 2:00 p.m., on January 20, 2021, at the office of the City Clerk, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Base Bid</u>
Williams Brothers Construction, Inc. P.O. Box 1366 Peoria, IL 61654	\$35,850,000.00
C.D. Smith Construction, Inc. 125 Camelot Drive Fond du Lac, WI 54935	\$36,479,000.00
Gridor Constr., Inc. 3990 27th St. SE Buffalo, MN 55313	\$38,400,800.00
Story Construction Co. 2810 Wakefield Circle Ames, Iowa 50010	\$38,770,000.00
Weiss Construction Co. LLC dba PWC 79033 485th Ave Ashton, NE 68817	\$41,832,000.00

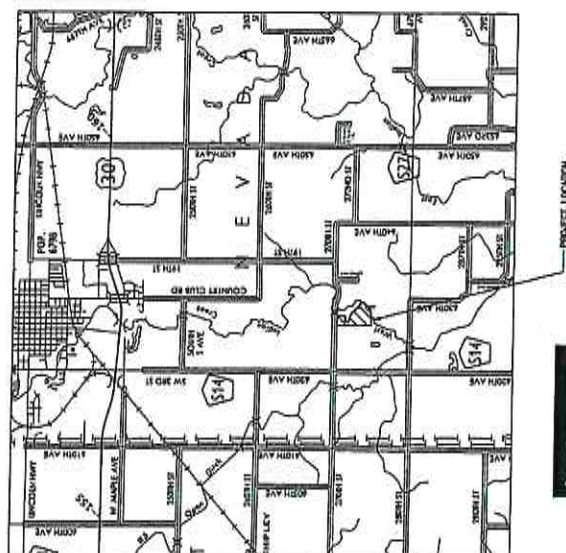
**NEVADA WASTEWATER TREATMENT
FACILITY IMPROVEMENTS - PHASE 2
CITY OF NEVADA
NEVADA, IOWA
2021**

CERTIFICATION

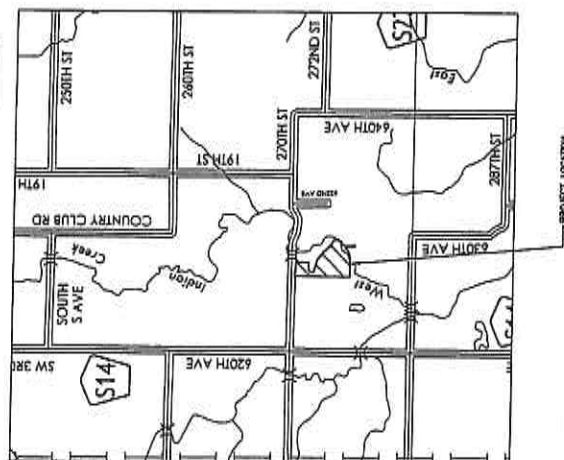
<p>I hereby certify that the foregoing occurred on page 14 of the 14 pages of the report submitted by the licensee and that the facts are true and correct.</p> <p>General Practitioner-Employee under the laws of the State of Texas.</p> <p><i>Michael J. Smith, M.D.</i> 10/30/20 DATE</p> <p>MICHAEL J. SMITH, M.D. L10016 P. 2307 11/03/20 P. 2308 11/03/20 P. 2309 11/03/20 P. 2310 11/03/20</p>	<p>I hereby certify that the foregoing occurred on page 15 of the 14 pages of the report submitted by the licensee and that the facts are true and correct.</p> <p>General Practitioner-Employee under the laws of the State of Texas.</p> <p><i>James R. McGinnis, P.E.</i> 10/30/20 DATE</p> <p>JAMES R. MCGINNIS, P.E. L10016 P. 2307 11/03/20 P. 2308 11/03/20 P. 2309 11/03/20 P. 2310 11/03/20</p>	<p>I hereby certify that the foregoing occurred on page 16 of the 14 pages of the report submitted by the licensee and that the facts are true and correct.</p> <p>General Practitioner-Employee under the laws of the State of Texas.</p> <p><i>David P. Dismick, D.O.</i> 10/30/20 DATE</p> <p>DAVID P. DISMICK, D.O. L10016 P. 2307 11/03/20 P. 2308 11/03/20 P. 2309 11/03/20 P. 2310 11/03/20</p>	<p>I hereby certify that the foregoing occurred on page 17 of the 14 pages of the report submitted by the licensee and that the facts are true and correct.</p> <p>General Practitioner-Employee under the laws of the State of Texas.</p> <p><i>Andrew J. Robinson, M.D.</i> 10/30/20 DATE</p> <p>ANDREW J. ROBINSON, M.D. L10016 P. 2307 11/03/20 P. 2308 11/03/20 P. 2309 11/03/20 P. 2310 11/03/20</p>
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VICINITY MAP



LOCATION MAP



5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, IOWA 50131
Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com

IDNR CONSTRUCTION
PERMIT SUBMITTAL

ORIGIN: _____	DOB: _____	DOB DATE: 2000	DOB IS ONE INCH OR OFFICAL MEASUREMENT
APPROVED: _____	DOB: _____	DOB DATE: 2000	DOB IS ONE INCH OR OFFICAL MEASUREMENT
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NEVADA WWTF IMPROVEMENTS - PHASE 2
CITY OF NEVADA

GENERAL
COVER SHEET

SHEET NO. 01



- | STRUCTURE KEY | |
|---------------|---|
| 120 | ADMINISTRATION - WAREHOUSE BUILDING |
| 210 | HEAVYWEIGHT BUILDING |
| 310 | ORIENTATION DITCHES |
| 350 | SECONDARY TREATMENT BUILDING |
| 360 | SECONDARY TREATMENT CHEMICAL STORAGE BUILDING |
| 380 | SECONDARY CLARIFIERS |
| 390 | RETURN PUMP STATION |
| 410 | IN DIRECTION BUILDING |
| 510 | MEMBER DITCHES |
| 520 | SOLIDS PROCESSING BUILDING |
| 530 | BOSSLETS PUMPING BUILDING |
| 540 | BOSSLETS STORAGE TANKS |

1 OVERALL SITE PLAN

NEVADA WHITE IMPROVEMENTS - PHASE 2
CITY OF NEVADA



HRGreen.com

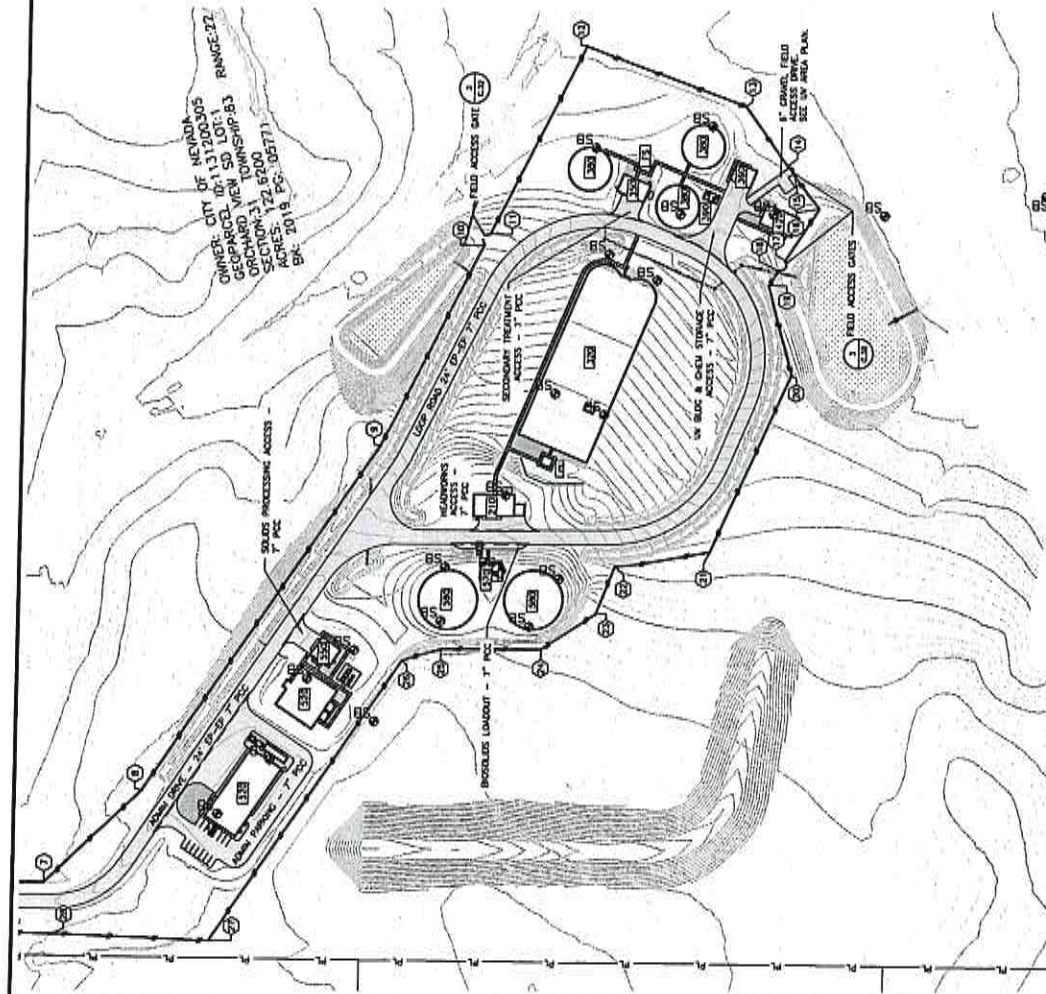
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CAD DATE:	10/28/2020	4:39:32 PM
CAD FILE:	A:\2016\1180473\CAD\Depo\1515.DWG	ON overall site plan.dwg
APPROVED:	JLF	
DRAWN BY:	CAB	
JOB NUMBER:	150473	
JOB DATE:	3/2/2	

I NOT ONE BOX
ALIGHT SOIL ACCOUNT.

STRUCTURE KEY	
125	ADMINISTRATION - WAREHOUSE BUILDING
126	ADMINISTRATION - WAREHOUSE BUILDING
127	ADMINISTRATION - WAREHOUSE BUILDING
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149	ADMINISTRATION - WAREHOUSE BUILDING
150	ADMINISTRATION - WAREHOUSE BUILDING

PAVING/FENCING LOCATES		
POINT	DESCRIPTION	NORTHING EASTING ELEVATION
1	ACCESS CONTROL GATE END POST	3450060.07 4833766.43 954.38
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33	ACCESS CONTROL GATE END POST	3450060.07 4833766.43 954.38



GENERAL NOTES

- 1) SEE C-28 FOR ROAD SECTION DETAILS
- 2) SEE C-29-C-32 FOR ROAD PLAN AND PROFILE

2 PAVING AND FENCING PLAN



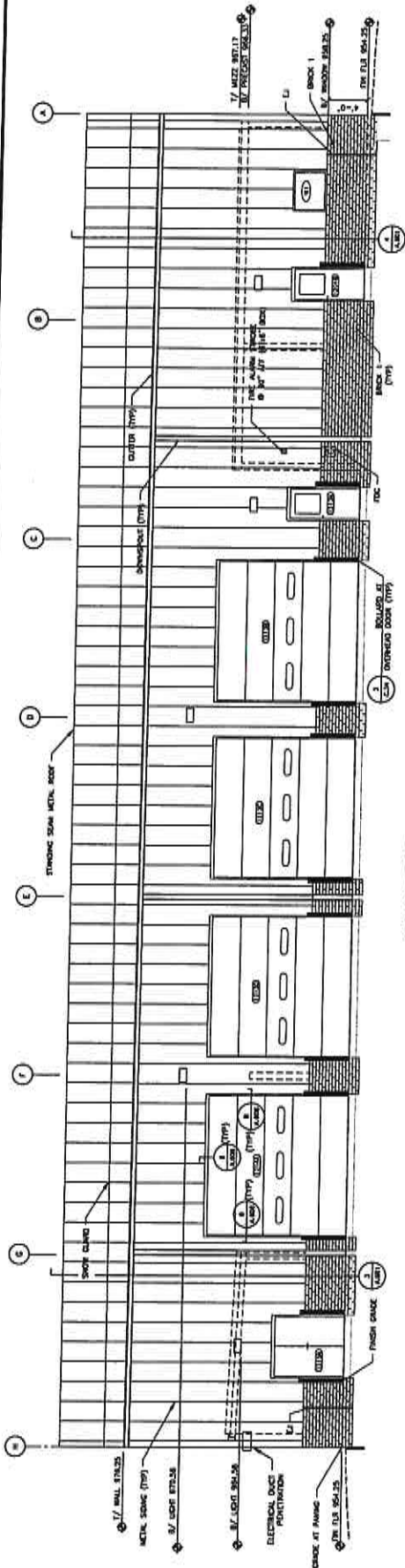
SHEET NO
C.02

SITE WORK
PAVING AND FENCING PLAN

NEVADA WHITE IMPROVEMENTS - PHASE 2
CITY OF NEVADA
NEVADA, IOWA

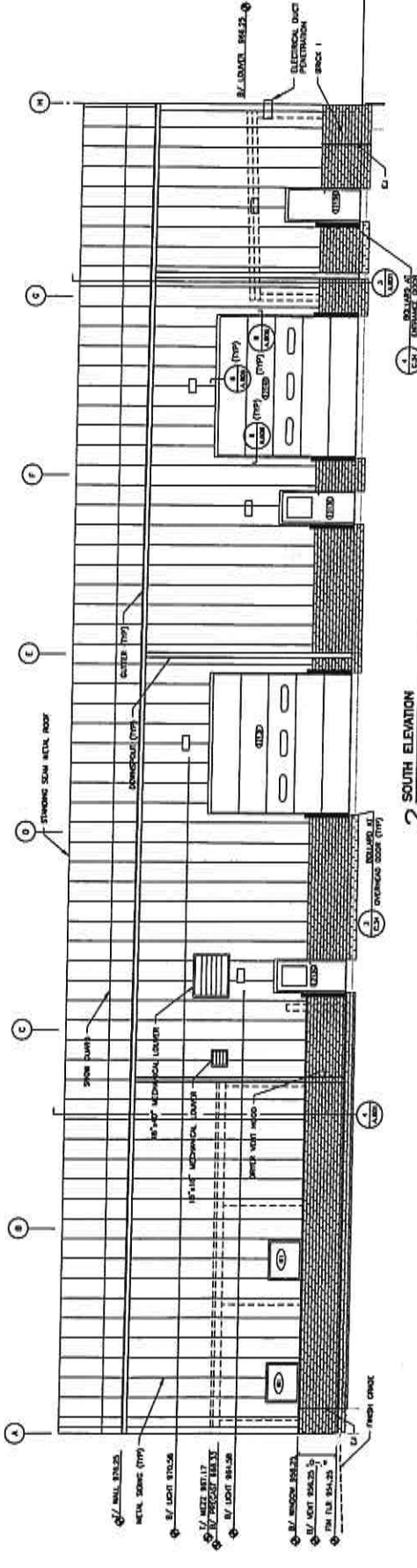
HRGreen.com
HRGreen

DATE	10/28/2020
TIME	2:55:47 AM
USER	ADMIN\ADMINISTRATOR
PROJECT	NEVADA WHITE IMPROVEMENTS - PHASE 2
FILE	NEVADA WHITE IMPROVEMENTS - PHASE 2 - PAVING AND FENCING PLAN



1 NORTH ELEVATION
SCALE: 3/16"=1'-0"

NOTES:
1. SEE A-100 SERIES SHEETS FOR DOOR AND WINDOW TYPES AND DETAILS.
2. DIMENSIONS LOCATIONS OF AIR TYPE ELECTRICAL WITH SOMEWHERE LOCATIONS (TYP)



2 SOUTH ELEVATION
SCALE: 3/16"=1'-0"

DATE	2020
BY	JOB NUMBER: 100123
CHK DATE:	8/24/2020
CHK BY:	2/20/2020
CHK DATE:	2/20/2020
CHK BY:	2/20/2020

NO.	DATE	BY	DESCRIPTION



NEVADA WWTF IMPROVEMENTS - PHASE 2
CITY OF NEVADA
NEVADA, IDAHO

ADMINISTRATION - MAINTENANCE BUILDING - 120
ARCHITECTURAL
EXTERIOR ELEVATIONS

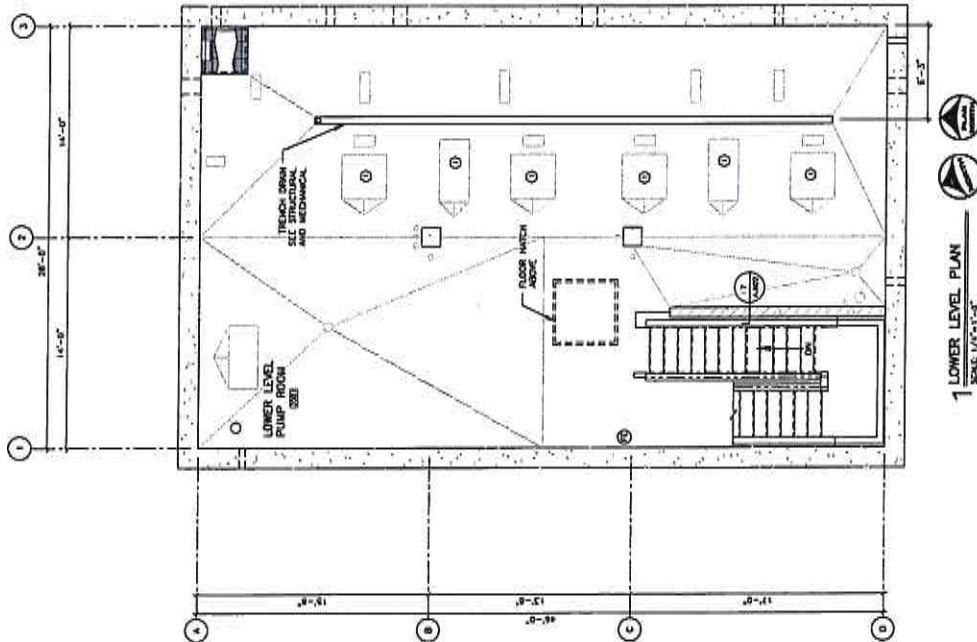
SHEET NO.
A.124



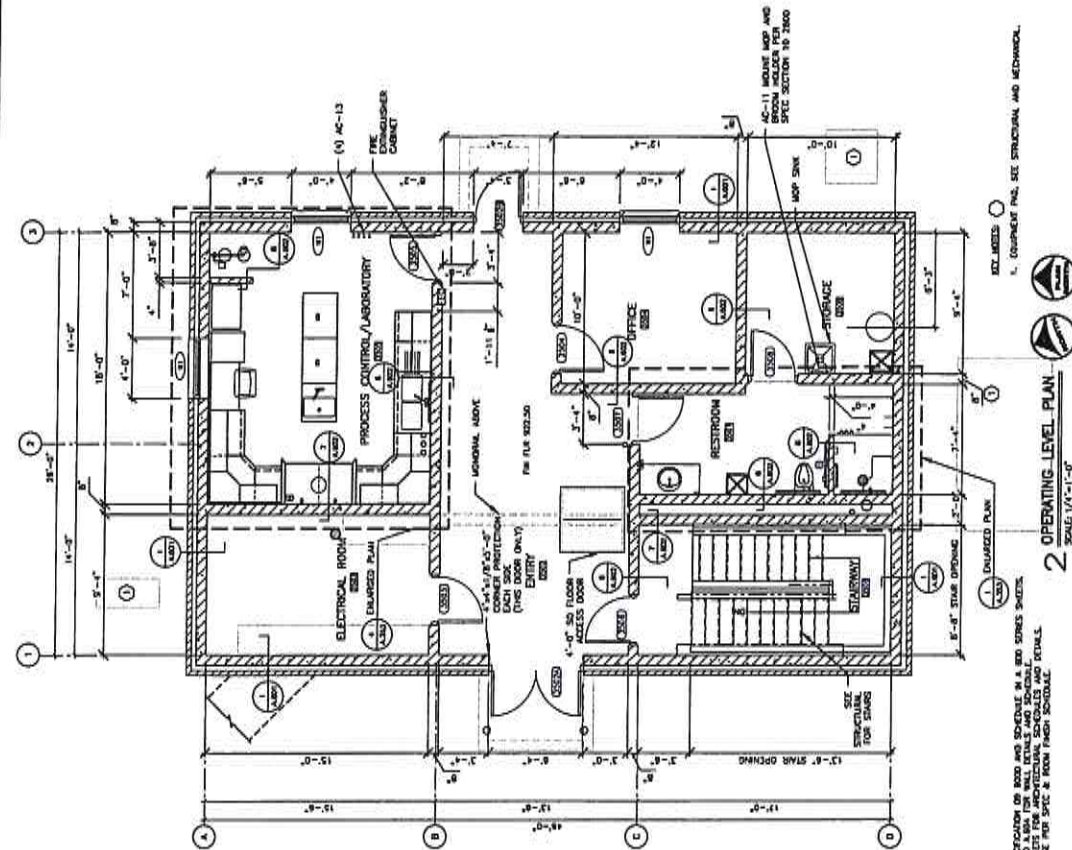
KEYWORDS:

1. EQUIPMENT PMO, SEE STRUCTURAL, MECHANICAL AND ELECTRICAL FOR SITE AND LOCATION.
2. SLAB PENETRATION, COORDINATE WITH PROCESS AND MECHANICAL.

SHEET NO. A.210



1 LOWER LEVEL PLAN
SCALE: 1/4"=1'-0"



2 OPERATING LEVEL PLAN
SCALE: 1/4"=1'-0"

GENERAL NOTES:
1. SEE SPECIFICATIONS FOR MATERIALS AND FINISHES IN ALL ROOMS.
2. SEE SHEETS A-350 AND A-351 FOR WALL STUDS AND DETAILS.
3. SEE SHEETS A-350 AND A-351 FOR WALL STUDS AND DETAILS.
4. SEE SHEETS A-350 AND A-351 FOR WALL STUDS AND DETAILS.
5. SEE SHEETS A-350 AND A-351 FOR WALL STUDS AND DETAILS.

NO.	DATE	BY	REVISION DESCRIPTION
1			

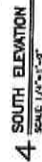
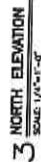
DATE: 10/10/2019	TIME: 10:00 AM	PROJECT: A-350
DATE: 10/10/2019	TIME: 10:00 AM	PROJECT: A-350
DATE: 10/10/2019	TIME: 10:00 AM	PROJECT: A-350

HRGreen.com
HRGreen

NEVADA WWTF IMPROVEMENTS - PHASE 2
CITY OF NEVADA
NEVADA, OHIO

SECONDARY TREATMENT BUILDING - 350
ARCHITECTURAL
LOWER LEVEL AND OPERATING LEVEL PLAN

SHEET NO.
A.350



DRAWN BY:	CUB	JOB DATE:	Z00	SEE ME FOR MORE ON OPTION DRAWING.
APPROVED:	LJM	JOB NUMBER:	160473	I
CAD DATE:	10/27/2020		12:17:43 PM	F SEE ME FOR SHEET ADJUSTMENT.
CAD FILE:	A:\2018\160473\CADD\DWG\AIA.232		EXTENSION D.F.AUGUS.	

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H+Green.com

NEVADA WWTf IMPROVEMENTS - PHASE 2
CITY OF NEVADA
NEVADA, IOWA

SECONDARY TREATMENT BUILDING - 350
ARCHITECTURAL
EXTERIOR ELEVATIONS

SHEET NO.
A.352



REMARKS:
1. SEE SHEET 042 FOR STRUCTURE GENERAL NOTES.

REMARKS: 0
1. 4" DEEP SLAB, FLOOR ELEV 918.50 AT SLAB.
2. FLOOR SLAB PORTION, COORDINATE WITH MECHANICAL.

APPROVAL: CPE	JOB NUMBER: 166473	OFFICIAL GRAPHICS
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CAD FILE: J:\2016\166473\CAD\2mg\1515385.OPERATING LEVEL.PLA		IF NOT THE MON. MAKE SURE ACCORDING TO THE SCALE. PLAYING

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HRAGreen.com

NEVADA WWTFF IMPROVEMENTS - PHASE 2
CITY OF NEVADA
NEVADA, IDAHO

SECONDARY TREATMENT CHEMICAL STORAGE BUILDING - 350
STRUCTURAL
OPERATING FIVE PLAN

SHEET NO.
S.360



bioRxiv preprint doi: <https://doi.org/10.1101/000000>; this version posted January 1, 2016. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

SHEET NO.
S.382



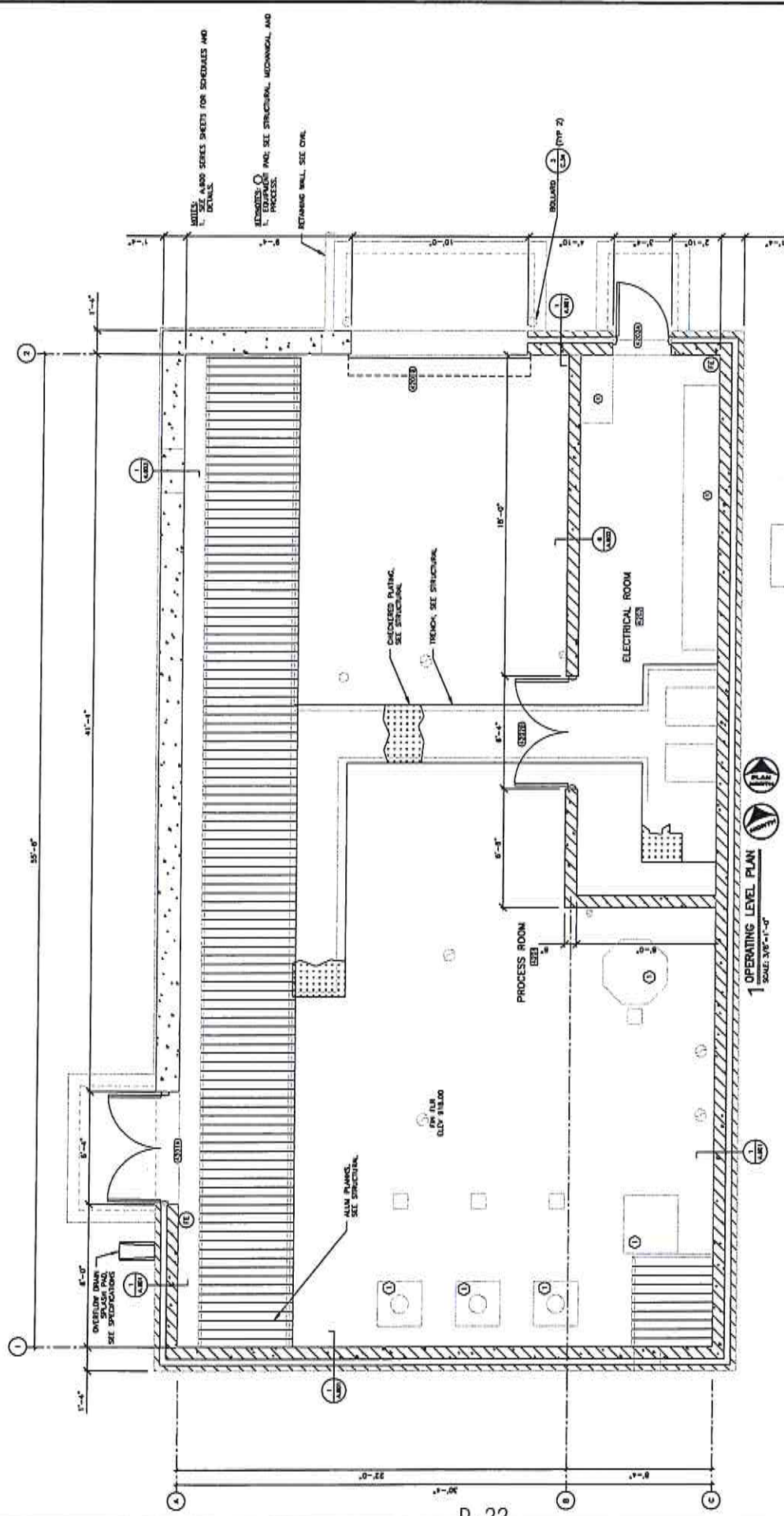
1/ CONC
CL. 521.59

PERFORATED
PERMAFLEX SUB-2000M

APPROVED BY: _____ JOB DATE: 2008
CDB NUMBER: 160473
CAD DATE: 10/20/2008 2:45:38 PM
CAD FILE: c:\3908\160473\CAD\DWG\5-5-08 LOWER AND UPPER LEVEL PLANS.dwg

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HIGHER SCALE ACCORDING.

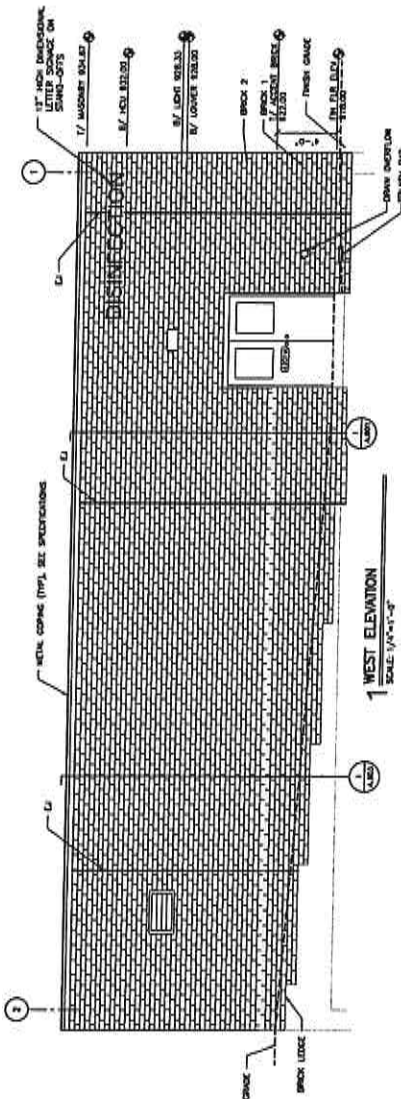
NOT BE THE ARCH. ENGR.
OFFICIAL, DISTRICT,
AND THE ARCH. ENGR.



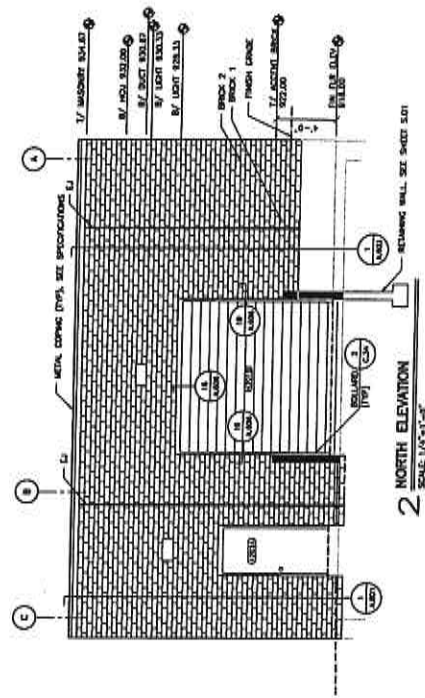
NOTES:
1. SEE ALSO SERIES SHEETS FOR SCHEDULES AND DETAILS.

REMARKS: 0
1. EQUIPMENT AND SEE STRUCTURAL, MECHANICAL, AND PROCESS.

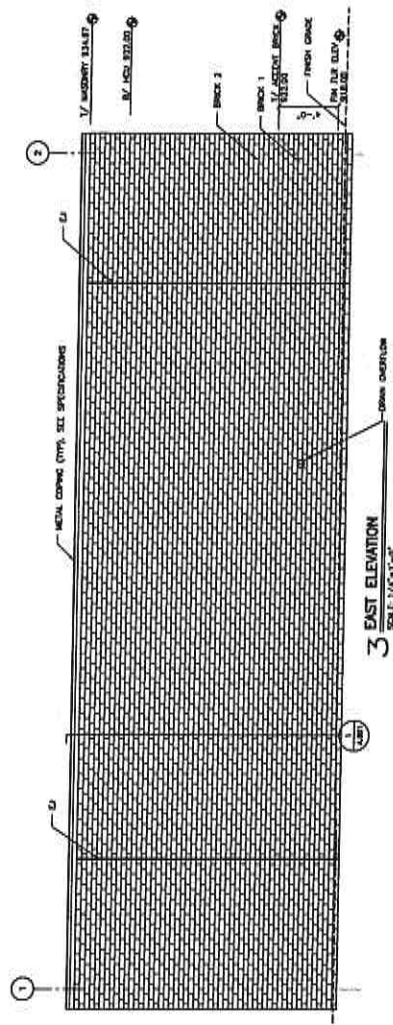
RETAINING WALL, SEE CIVIL.



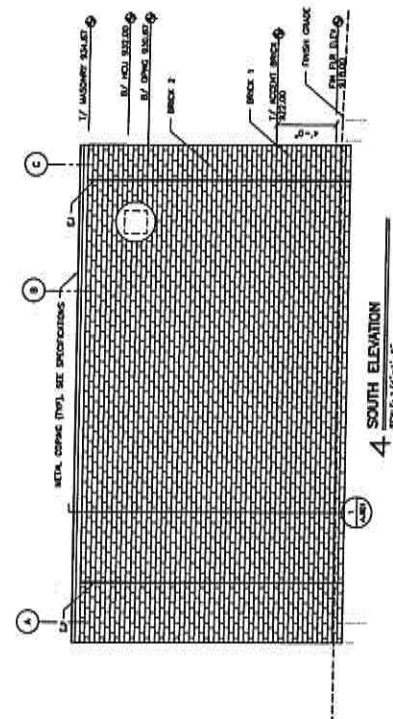
1 WEST ELEVATION
SCALE 1/8"=1'-0"



2 NORTH ELEVATION
SCALE 1/8"=1'-0"



3 EAST ELEVATION
SCALE 1/8"=1'-0"



4 SOUTH ELEVATION
SCALE 1/8"=1'-0"

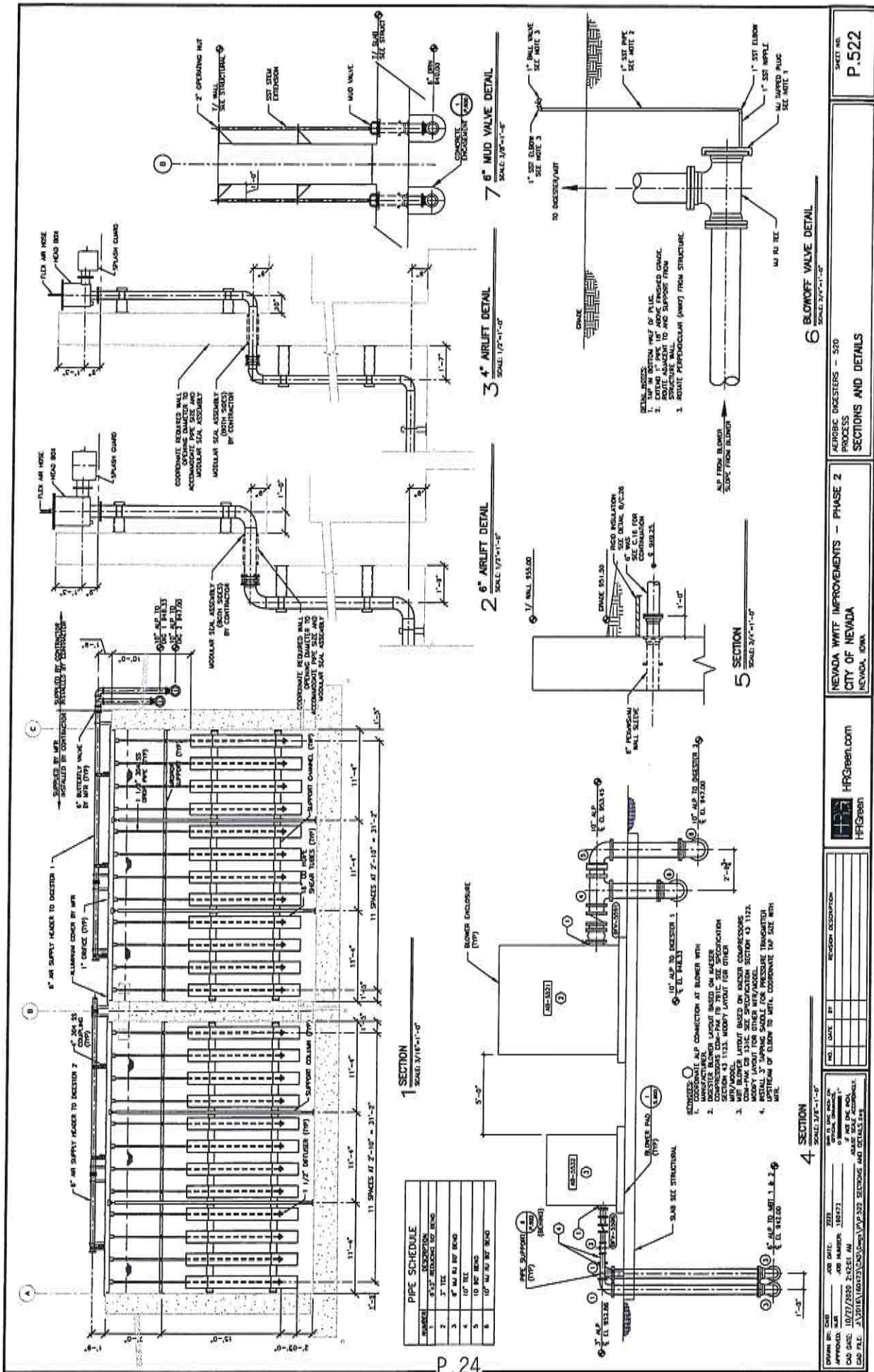
OWNER: LV	DATE: 2022	PROJECT: LV DISINFECTION BUILDING - 420
DESIGNER: HFGreen	DATE: 10/14/2022	PROJECT: LV DISINFECTION BUILDING - 420
CAD FILE: J:\2021\LV DISINFECTION BUILDING - 420\LV DISINFECTION BUILDING - 420.dwg		

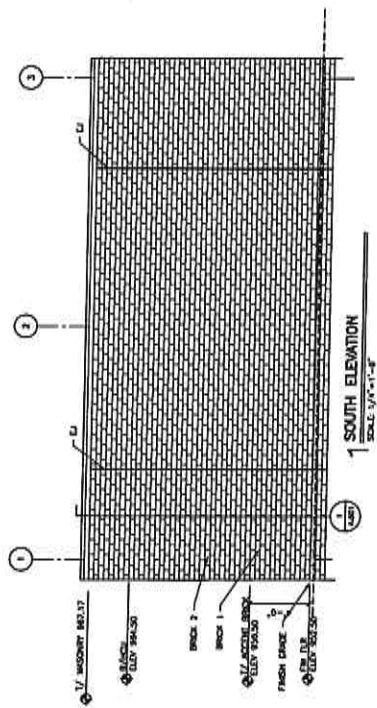
REV	DATE	BY	REVISION DESCRIPTION



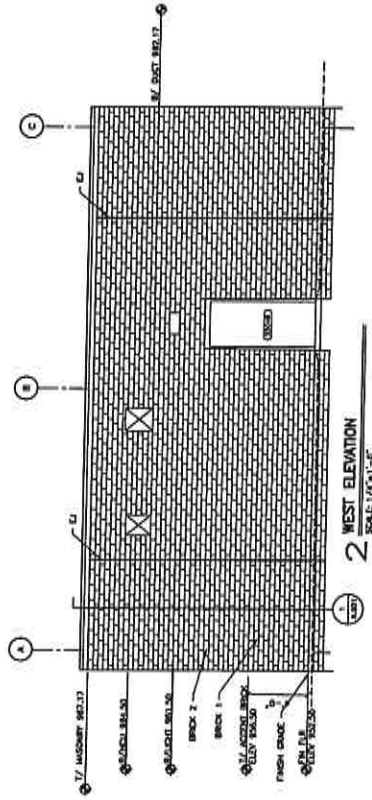
NEVADA WHITE IMPROVEMENTS - PHASE 2
CITY OF NEVADA
RENO, NEVADA

SHEET NO.
A.422

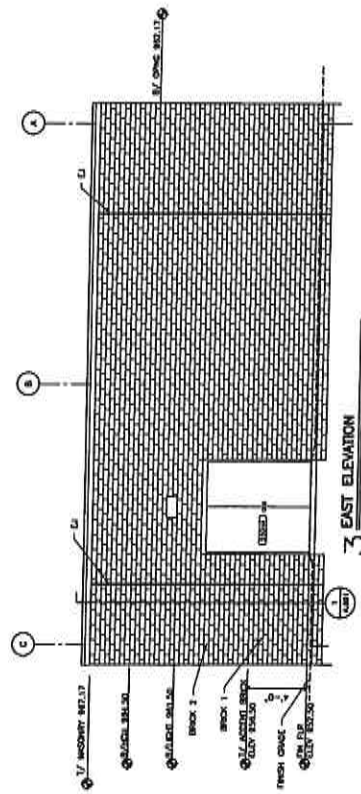




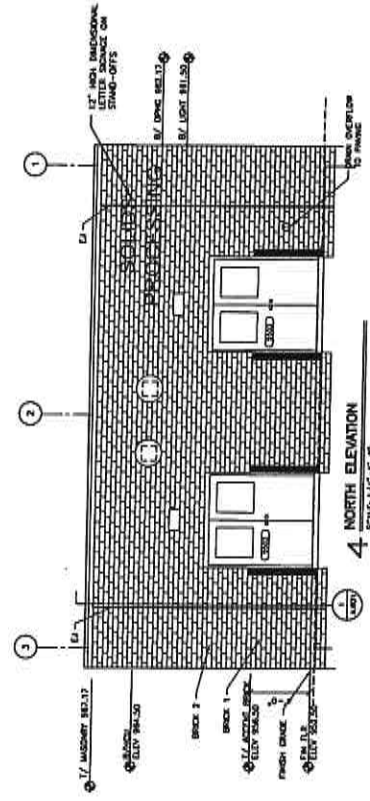
1 SOUTH ELEVATION
SCALE: 1/4"=1'-0"



2 WEST ELEVATION
SCALE: 1/4"=1'-0"



3 EAST ELEVATION
SCALE: 1/4"=1'-0"



4 NORTH ELEVATION
SCALE: 1/4"=1'-0"

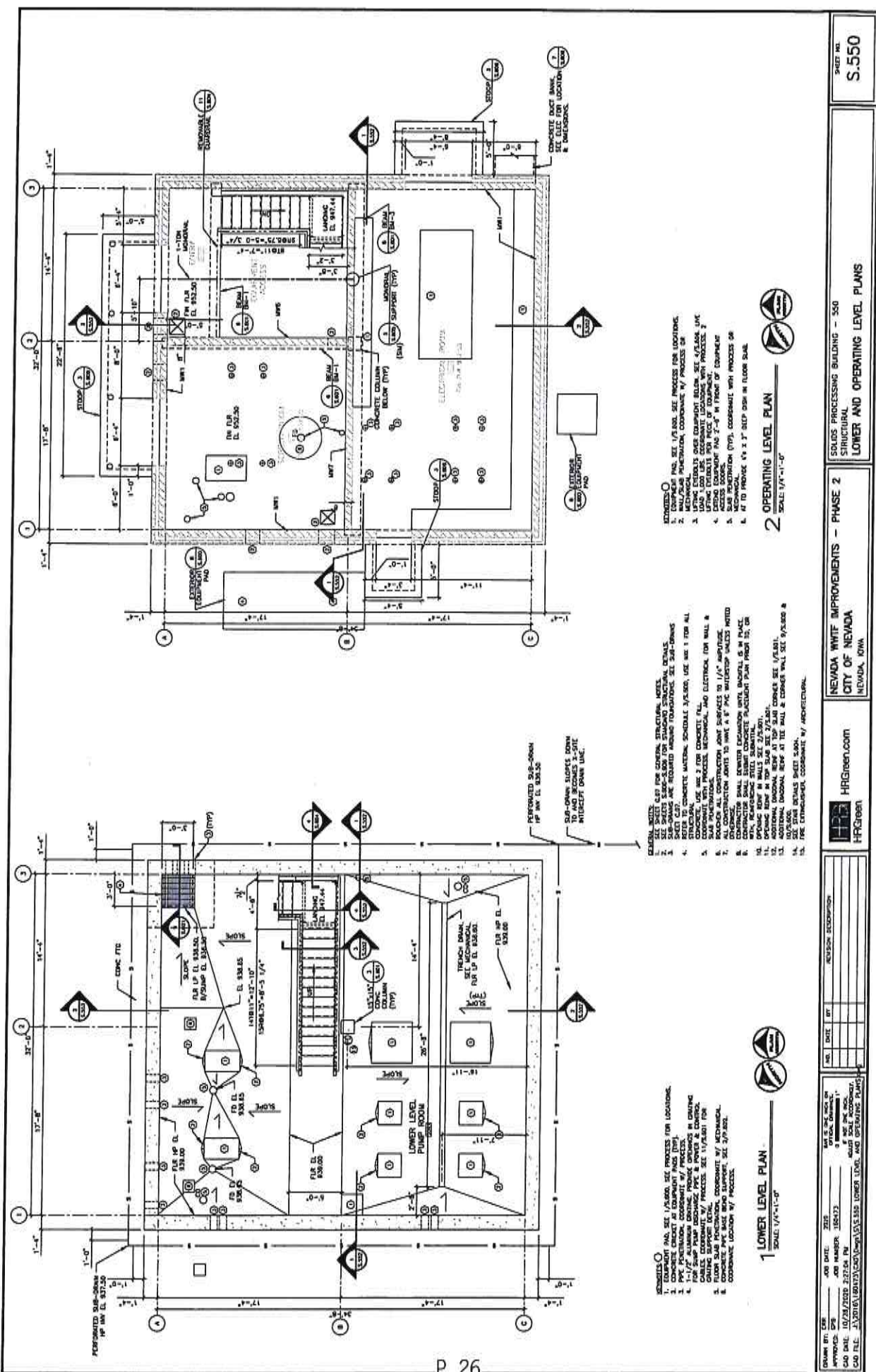
DATE	10/17/2020	TIME	11:50:50 AM
APPROVED	DATE	10/17/2020	TIME
DATE	10/17/2020	TIME	11:50:50 AM
DATE	10/17/2020	TIME	11:50:50 AM



NEVADA WHIFF IMPROVEMENTS - PHASE 2
CITY OF NEVADA
RENO, NV

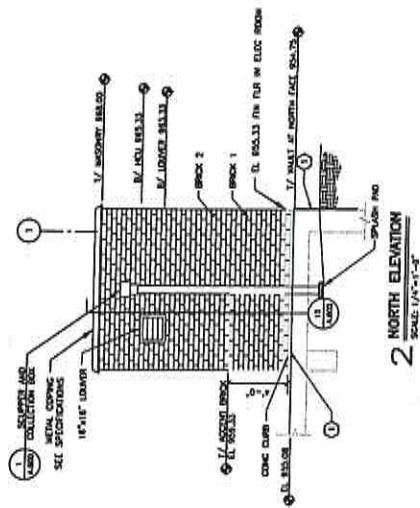
SOLOUT PROCESSING BUILDING - 530
ARCHITECTURAL
EXTERIOR ELEVATIONS

SHEET NO.
A.551

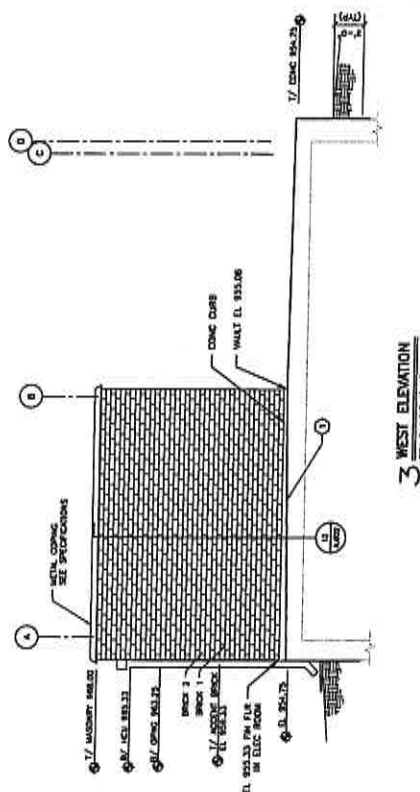


DRAWN BY: HRG CHECKED BY: HRG DATE: 10/24/2018 PROJECT: 10/24/2018 CAD FILE: 10/24/2018		JOB DATE: 10/24/2018 JOB NUMBER: 10473 PROJECT: 10/24/2018 CAD FILE: 10/24/2018		SHEET NO. S.550	
NEVADA WHITE IMPROVEMENTS - PHASE 2 SOLIDS PROCESSING BUILDING - 550 STRUCTURAL LOWER AND OPERATING LEVEL PLANS					
HRG HRGreen.com HRGreen					

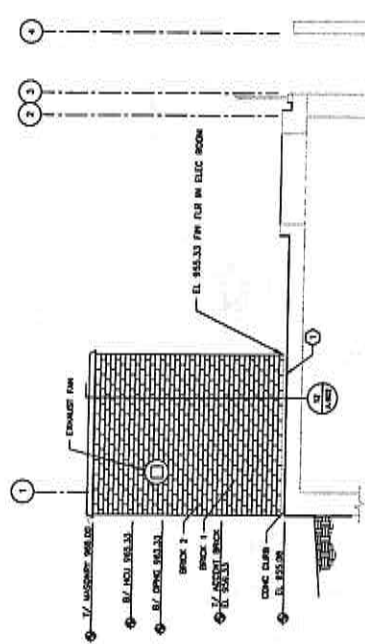
1 EAST ELEVATION
SCALE: 1/4"=1'-0"



2 NORTH ELEVATION
SCALE: 1/4"=1'-3"



3 WEST ELEVATION
SCALE: 1/8"=1'-0"

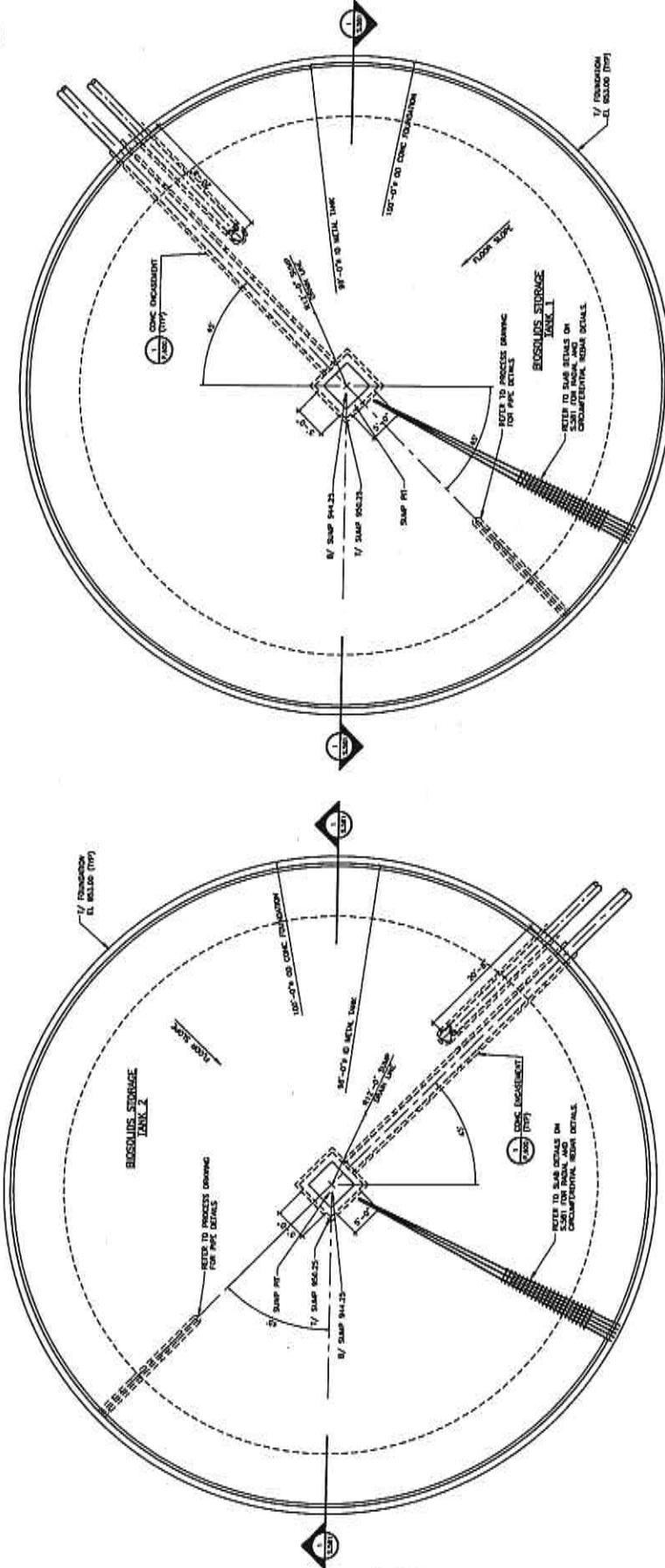


4 SOUTH ELEVATION
SCALE: 1/4"=1'-0"

SHEET NO.
A.571

1. THE DRAWING IS NOT REQUIRED FOR
THE STRUCTURE.

2. THE DRAWING IS NOT REQUIRED FOR
THE STRUCTURE.



BIOSOLIDS STORAGE TANK 2
1 LOWER LEVEL SUCTION PLAN
SCALE: 1/8"=1'-0"



BIOSOLIDS STORAGE TANK 1
2 LOWER LEVEL SUCTION PLAN
SCALE: 1/8"=1'-0"



REV.	DATE	BY	REVISION DESCRIPTION
1	10/20/2020	HRGreen	ISSUED FOR CONSTRUCTION

DESIGNED BY: CHS
APPENDED: CHS
JOB NO.: 160173
JOB NAME: 160173
JOB DATE: 10/20/2020 11:00:11 AM
JOB FILE: 20201020160173\CONSTR\160173.FND

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NEVADA WHITE IMPROVEMENTS - PHASE 2
CITY OF NEVADA
NEVADA, JOHN

SHEET NO.
S.580



February 8, 2021

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

**Re: Nevada Wastewater Treatment Facility Improvements - Phase 2
Recommendation of Bid Award
HR Green Project No. 160473**

Dear Jordan:

Bids were received on January 20, 2021, for construction of the above referenced project. I have enclosed a copy of the tabulation of the bids received. All bids have been reviewed for completeness and accuracy. The following was found in our review:

1. Weiss Construction Co. LLC dba PWC
 - a. The Bid Alternative A price appears to be in error. This price should reflect the total project cost associated with using the WesTech oxidation ditch system.
2. Multiple bidders informed us that WesTech did not provide quotes for their specified equipment. Thus, multiple bidders indicated "No Bid" for the Bid Alternative A price. Williams Brothers Construction, Inc. included a price, but did not receive a quote from WesTech.

Per the documents, the award shall be made on the Base Bid. The Owner may elect to proceed with Bid Alternative A from the apparent low responsive, responsible bidder if deemed to be in the interest of the Owner. The Base Bids received are as follows:

Williams Brothers Construction, Inc., Peoria, IL	\$35,850,000.00
C.D. Smith Construction, Inc., Fond du Lac, WI	\$36,479,000.00
Gridor Constr., Inc., Buffalo, MN	\$38,400,800.00
Story Construction Co., Ames, IA	\$38,770,000.00
Weiss Construction Co. LLC dba PWC, Ashton, NE	\$41,832,000.00

The apparent low bidder is Williams Brothers Construction, Inc. (WBCI) of Peoria, IL. When contacted by HR Green WBCI's representative responded they were comfortable and had no concerns with their bid.

The bid from Williams Brothers Construction, Inc. (WBCI) of Peoria, IL, is approximately 11% below the Engineer's Opinion of Probable Cost of \$40,342,000.00

The bid from Williams Brothers Construction, Inc. (WBCI) of Peoria, IL, has been reviewed for accuracy and is recommended for award.

Please let me know if you have any questions or comments.



Sincerely,
HR GREEN, INC.

Michael Roth, P.E.
Project Manager

Enclosures

HRGreen.com

515.278.2913 | 515.278.1846 | 800.728.7805
6505 Merle Hay Road, Suite 200, Johnston, Iowa 50131

<div>HR GREEN, INC. 5525 MERLE HAY RD., STE. 200 JOHNSTON, IOWA 50131 PH: 515-278-2913 FAX: 515-278-1846</div> <div>Engineer's Opinion of Probable Cost = \$40,342,000.00 Bid Date: January 20, 2021 at 2:00 P.M. HRG Job #160473</div>											<div><div></div><div></div></div> <div>BID RESULTS NEVADA WWTF IMPROVEMENTS - PHASE 2 NEVADA, IOWA</div>										
		Bid Bond	Bidder Status	SRF Docs 1, 2, 3, 4, 5	Question- naire	Addendum #1	Addendum #2	Addendum #3	Base Bid	Bid Alternative A											
1	Williams Brothers Construction, Inc.	X	X	X	X	X	X	X	\$35,850,000.00	\$36,850,000.00											
2	C.D. Smith Construction, Inc.	X	X	X	X	X	X	X	\$36,479,000.00	No Bid											
3	Gridor Constr., Inc.	X	X	X	X	X	X	X	\$38,400,800.00	No Bid											
4	Story Construction Co.	X	X	X	X	X	X	X	\$38,770,000.00	No Bid											
5	Weiss Construction Co. LLC dba PWC	X	X	X	X	X	X	X	\$41,832,000.00	\$1,118,000.00											

RESOLUTION NO. 066 (2020/2021)

Resolution awarding contract for the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the Nevada Wastewater Treatment Facility Improvements – Phase 2 Project (the “Project”); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>Williams Brothers Construction, Inc.</u>	<u>\$ 35,850,000 Base Bid</u>
<u>PO Box 1366</u>	
<u>Peoria, Illinois 61654</u>	
<u> </u>	

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder’s written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor’s performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of February, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

SECTION 00400
BID FORM

BID TO: City of Nevada, Iowa
1209 6th Street
Nevada, IA 50201

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

Nevada WWTF Improvements - Phase 2

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice to Bidders and Instructions to Bidders, dealing with the disposition of the Bid Security.
3. Schedule of prices for construction of Nevada WWTF Improvements - Phase 2 in accordance with the Contract Documents.

The Base Bid includes all Work associated with a complete project, including the Bid quantities for the Unit Price Adjustment below, and the Oxidation Ditch System Equipment (Ovivo) in specification section 46 5362.

The Bid Alternative A includes all Work associated with a complete project, including the Bid quantities for the Unit Price Adjustment below, and the Oxidation Ditch System Equipment (WesTech) in specification section 46 5361.

The Owner will make an award based on the Base Bid and may elect to proceed with Bid Alternative A if it is deemed to be in the best interest of the Owner.

BID	ITEM DISCRIPTION	UNIT	TOTAL
Base Bid	Complete Project with Ovivo Oxidation Ditch System Equipment	Lump Sum	\$ <u>35,850,000</u>
Bid Alternative A	Complete Project with WesTech Oxidation Ditch System Equipment	Lump Sum	\$ <u>36,850,000</u>

4. Unit Price Adjustments:

The Base Bid shall include all work for the quantity estimated below for only the items listed. Any final amount for each item listed and documented during construction that varies from the Base Bid amount will be subject to an adjustment. Add and deduct unit adjustment prices for a given item shall be equal. Listing separate unit adjustment price for add and deduct will be considered non-responsive. The following adjustments shall

be the basis for adjusting quantities. See Specification 01 2000 Base Bid and Adjustment Unit Prices for additional information.

a. Concrete Sidewalks.

The base bid shall include 1,000 square yards of 4" concrete sidewalk. Any difference from this amount will be adjusted by 65.00 dollars per square yard.

5. Name of person who inspected site of proposed WORK for your firm:

Name: Bill Knapp Date of Inspection: January 5, 2021

6. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	<u>1</u>	Date	<u>January 5, 2021</u>
	<u>2</u>		<u>January 13, 2021</u>
	<u>3</u>		<u>January 15, 2021</u>

7. Failure to acknowledge addenda may render the Bid non-responsive and be cause for its rejection. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

8. The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as Bid Form attachments:

ITEM NO.

DESCRIPTION OF ATTACHMENT

- | | |
|----|--|
| 1. | Bidder Status Form and Worksheet: Authorization to Transact Business |
| 2. | SRF Attachments 1, 2, 3, 4, and 5 |

To all the foregoing, and including all Bid Forms contained in this Bid, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bid Form.

Signed this 20th day of January 2021.

By: 
David M. Williams, President

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

Williams Brothers Construction Inc.
(Firm Name)



(Signature)

David M. Williams

(Typed or Printed Name)

President

(Title)

- (1) BIDDER's name and address:
Williams Brothers Construction Inc.
P.O. Box 1366
Peoria, Illinois 61654
- (2) BIDDER's telephone numbers, fax numbers and e-mail address:
309-688-0416 fax 309-688-0891
jackie@wbci.us
- (3) Federal Tax I.D. No.: 37-0971367 Iowa Contractor License No.: C101438
(DO NOT OMIT)
- (4) BIDDER's authorized agent for contract execution: David M. Williams, President
Name and Title
- (5) BIDDER's attesting agent for contract execution: Jacqueline M. Smith, Secretary
Name and Title
- (6) BIDDER's type of business: Corporation
(Corporation, partnership, individual, etc.)

END OF SECTION 00400

**SECTION 00510
NOTICE OF AWARD**

TO: Williams Brothers Construction, Inc.
P.O. Box 1366
Peoria, IL 61654

The extent of Work on this project is the furnishing of all labor, equipment, and materials for the construction of Nevada WWTF Improvements - Phase 2 for the City of Nevada, Iowa (Owner), generally described as follows:

The Work to be performed under these Contract Documents consists of the construction of the Nevada Wastewater Treatment Facilities (WWTF) – Phase 2. The Contractor will furnish and install all labor, materials, and equipment for the construction improvements project.

The proposed wastewater treatment facilities include: Administration/Vehicle Storage Building with administrative area, control room, offices, IT room, training and breakroom, locker rooms, mezzanine, vehicle storage bays, electrical room, and emergency standby engine generator; Headworks Building with screening, grit removal, flow measurement; Three-Stage Oxidation ditch activated sludge system with flow splitter; Secondary Treatment Building with return sludge and waste sludge pumping and control, flow measurement, office and operations laboratory; Secondary Clarifiers with flow splitter, scum removal; Secondary Treatment Chemical Feed and Storage Building with storage tanks and chemical feed equipment; Ultraviolet Disinfection Building with UV disinfection equipment, flow measurement, effluent pumping, effluent sampling; Aerobic Digesters with integral membrane thickening units, diffused aeration and mixing system, and cover system; Solids Processing Building with waste sludge screening, permeate pumping, aeration blowers, biosolids pumping; Biosolids Storage Tank and Biosolids Pumping Station with tank decant, mixing system and truck load-out; Return Pumping Station; Sitework with access roads, yard piping, grading, drainage, yard structures, surfaces, erosion control, landscaping, fencing, lighting, security with associated mechanical, electrical, instrumentation and controls, architectural, and structural systems.

The Owner has considered the Bid submitted by you for the above-described Work.

You are hereby notified that your Bid has been accepted for items in the amount of Thirty-five million eight hundred fifty thousand dollars, (\$35,850,000.00).

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance and Maintenance Bond, Payment Bond and Certificates of Insurance within Ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within Ten (10) calendar days after the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond.
The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 2021

City of Nevada, Iowa

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Williams Brothers Construction, Inc., this the _____ day of _____, 2021

By _____
David M. Williams, President

END OF SECTION 00510

**SECTION 00520
AGREEMENT**

THIS AGREEMENT is dated as of the _____ day of _____, 2021, by and between the City of Nevada, Iowa (hereafter called Owner) and Williams Brothers Construction, Inc. (hereafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated under the Contract Documents entitled Nevada WWTF Improvements - Phase 2 generally described as follows:

The Work to be performed under these Contract Documents consists of the construction of the Nevada Wastewater Treatment Facilities (WWTF) – Phase 2. The Contractor will furnish and install all labor, materials, and equipment for the construction improvements project.

The proposed wastewater treatment facilities include: Administration/Vehicle Storage Building with administrative area, control room, offices, IT room, training and breakroom, locker rooms, mezzanine, vehicle storage bays, electrical room, and emergency standby engine generator; Headworks Building with screening, grit removal, flow measurement; Three-Stage Oxidation ditch activated sludge system with flow splitter; Secondary Treatment Building with return sludge and waste sludge pumping and control, flow measurement, office and operations laboratory; Secondary Clarifiers with flow splitter, scum removal; Secondary Treatment Chemical Feed and Storage Building with storage tanks and chemical feed equipment; Ultraviolet Disinfection Building with UV disinfection equipment, flow measurement, effluent pumping, effluent sampling; Aerobic Digesters with integral membrane thickening units, diffused aeration and mixing system, and cover system; Solids Processing Building with waste sludge screening, permeate pumping, aeration blowers, biosolids pumping; Biosolids Storage Tank and Biosolids Pumping Station with tank decant, mixing system and truck load-out; Return Pumping Station; Sitework with access roads, yard piping, grading, drainage, yard structures, surfaces, erosion control, landscaping, fencing, lighting, security with associated mechanical, electrical, instrumentation and controls, architectural, and structural systems.

ARTICLE 2. CONTRACT TIMES.

With Notice to Proceed no later than March 19, 2021, all portions of the Work shall be substantially completed on or before June 30, 2023 and shall be fully complete on or before September 30, 2023, subject to any extension of time, which may be granted by the Owner.

ARTICLE 3. LIQUIDATED DAMAGES.

Owner and the contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner \$1,500 per calendar day (until Substantial completion); \$1000 per calendar day (until Final completion) dollars for each day that expires after the time specified in Article 2 herein.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work pursuant to the Contractor's Bid Form and in accordance with the Contract Documents in current funds as follows: Thirty-five million eight hundred fifty thousand dollars. (\$35,850,000.00)

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

ARTICLE 6. ASSIGNMENT.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire contract between Owner and Contractor concerning the Work, consist of this Agreement; Performance and Maintenance Bond and Payment Bond; Questionnaire; Notice to Proceed; General Conditions; Supplementary General Conditions; and Drawings and Technical Specifications, Contractor's Bid Form, and all written amendments and other documents amending, modifying or supplementing the Contract

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

Documents pursuant to paragraph 3.04 of the General Conditions, which may be fully executed after the effective date of the Agreement, for the said project.

ARTICLE 8. ENGINEER'S ADDITIONAL SERVICES AND ATTORNEY'S FEES

The Contractor shall reimburse the Owner for any Engineer's additional services or attorney's fees made necessary by the Contractor's failure to Finally Complete the Work within the time specified in Article 2 herein or within sixty (60) days after the date specified in in Article 2 herein for Project Substantial Completion, whichever occurs first.

ARTICLE 9. ATTORNEY'S FEES

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

IN WITNESS WHEREOF, Owner and contractor have caused this Agreement to be executed the day and year first above written.

City of Nevada, Iowa

Williams Brothers Construction, Inc.

By:

By:

Brett Barker, Mayor

David M. Williams, President

CORPORATE SEAL

Attest:

Attest:

Kerin Wright, City Clerk

Jacqueline M. Smith, Secretary

Address for giving notices

Address for giving notices

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

Williams Brothers Construction, Inc.
P.O. Box 1366
Peoria, IL 61654

END OF SECTION 00520

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

**SECTION 00550
NOTICE TO PROCEED**

TO: Williams Brothers Construction, Inc.
P.O. Box 1366
Peoria, IL 61654

DATE: _____

Nevada WWTF Improvements - Phase 2
City of Nevada, Iowa
1209 6th Street
Nevada, IA 50201

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2021, on or after _____. The date of completion of all WORK is September 30, 2023.

City of Nevada, Iowa

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Williams Brothers Construction, Inc., this the _____ day of _____, 2021

By _____
David M. Williams, President

END OF SECTION 00550

NOTICE TO PROCEED

00550 - 1

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

SECTION 00610
PERFORMANCE, PAYMENT AND MAINTENANCE BOND
BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS; That

Williams Brothers Construction, Inc.

P.O. Box 1366, Peoria, IL 61654

a (Corporation, Partnership, Individual), hereafter called Contractor, and

(Name of Surety)

(Address of Surety)

hereafter called Surety, are held and firmly bound unto

City of Nevada, Iowa

1209 6th Street, Nevada, IA 50201

hereafter called Owner, in the penal sum of Thirty-five million eight hundred fifty thousand Dollars (\$35,850,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presences.

THE CONDITION OF THIS OBLIGATION is based upon a certain contract by and between Contractor and Owner dated the _____ day of _____, 2021, a copy of which is hereto attached and made a part hereof, for the construction of Nevada WWTF Improvements - Phase 2, generally described as follows:

The Work to be performed under these Contract Documents consists of the construction of the Nevada Wastewater Treatment Facilities (WWTF) – Phase 2. The Contractor will furnish and install all labor, materials, and equipment for the construction improvements project.

The proposed wastewater treatment facilities include: Administration/Vehicle Storage Building with administrative area, control room, offices, IT room, training and breakroom, locker rooms, mezzanine, vehicle storage bays, electrical room, and emergency standby engine generator; Headworks Building with screening, grit removal, flow measurement; Three-Stage Oxidation ditch activated sludge system with flow splitter; Secondary Treatment Building with return sludge and waste sludge pumping and control, flow measurement, office and operations laboratory; Secondary Clarifiers with flow splitter,

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

00610 - 1

scum removal; Secondary Treatment Chemical Feed and Storage Building with storage tanks and chemical feed equipment; Ultraviolet Disinfection Building with UV disinfection equipment, flow measurement, effluent pumping, effluent sampling; Aerobic Digesters with integral membrane thickening units, diffused aeration and mixing system, and cover system; Solids Processing Building with waste sludge screening, permeate pumping, aeration blowers, biosolids pumping; Biosolids Storage Tank and Biosolids Pumping Station with tank decant, mixing system and truck load-out; Return Pumping Station; Sitework with access roads, yard piping, grading, drainage, yard structures, surfaces, erosion control, landscaping, fencing, lighting, security with associated mechanical, electrical, instrumentation and controls, architectural, and structural systems.

NOW THEREFORE, if Contractor well, truly and faithfully performs its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original terms thereof, and any extensions thereof which may be granted by Owner, with or without notice to Surety, and during the Two (2) year(s) guarantee and maintenance period, and if it satisfies all claims and demands incurred under such contract, and fully indemnifies and saves harmless the Owner from all costs and damages which Owner may suffer by reason of its failure to do so, and it reimburses and repays Owner all outlay and expense which Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two or more counterparts, each one of which shall be deemed an original, this _____ day of _____, 2021.

SURETY:

Surety's Name and Corporate Seal

By _____
Signature (attach power of attorney)

Printed Name and Title

CONTRACTOR AS PRINCIPAL:

Contractor's Name and Corporate Seal

By _____
Signature

Printed Name and Title

HR Green, Inc.
Project No. 160473

Nevada WWTF Improvements - Phase 2
Nevada, Iowa

ATTEST:

ATTEST:

Signature

Signature

[SEAL]

[SEAL]

Printed Name (Witness as to Surety)

Printed Name (Witness as to Contractor
as Principal)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is partnership,
all partners should execute BOND.

END OF SECTION 00610

Proof Of Publication in
NEVADA JOURNAL

Item # 4B
Date: 2/8/21

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, N Heyrman, on oath depose and say
that I am the Legal Clerk of NEVADA JOURNAL, a weekly
newspaper, published at ; Ames, Story County, Iowa that the
annexed printed:

CITY OF NEVADA
PH Notice - Chapter 66 Truck Routes

was published in said newspaper 1 time(s) on

January 28, 2021

the last day of said publication being the
28th day of January, 2021

#138826
NOTICE OF PUBLIC HEARING ON
PROPOSED AMENDMENT OF CITY
OF NEVADA CODE OF ORDINANCES
BY AMENDING CHAPTER 66 LOAD
AND WEIGHT RESTRICTIONS,
TRUCK ROUTES

Notice Is Hereby Given: That at
6:00 o'clock p.m., at the Nevada
City Hall Council Chambers, Neva-
da, Iowa, on February 8th, 2021,
the City Council of the City of Ne-
vada, Iowa, will hold a public
hearing on the question of amend-
ing the Code of Ordinances of the
City of Nevada Iowa, by Amending
Chapter 66.05, Load and Weight
Restrictions-Truck Routes. A copy
of the proposed Ordinance is on
file for public inspection in the of-
fice of the City Clerk. The Council
may be meeting in the Council
Chambers, however, seating is
very limited to ensure social
distancing, all others are encour-
aged 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>

At said hearing any interested
person may file written objections
or comments and may be heard
orally with respect to the subject
matters of the hearing.

Kerin Wright City Clerk

Published in the Nevada Journal
on January 28, 2021 (1T)

N Heyrman
Legal Clerk

Vicky Felty
Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the
28th day of January, 2021

VICKY FELTY
Notary Public
State of Wisconsin

FEE: \$21.16
AD #: 000138826
ACCT: 37490

Memo

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: Jordan Cook, City Administrator

Date: 02/03/21

RE: Truck Routes

1. **Proposed Truck Route Changes:** Staff reviewed the current truck route ordinance as part of the Comprehensive Traffic Concept and recommends the changes. The Council may after review & comment during a public hearing on Monday February 8th vote to approve the proposed changes to the City's Truck Routes. Included in your packet is the current map & ordinance & the proposed ordinance & map.

If you have any questions please contact me at work, 382-5466, or at home, 382-8703, and prior to Monday night's meeting.

ORDINANCE NO. 1016 (2020/2021)

AN ORDINANCE AMENDING CHAPTER 66, LOAD AND WEIGHT RESTRICTIONS, OF THE CITY OF NEVADA, IOWA, BY AMENDING THE TRUCK ROUTE

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

SECTION 1. SECTION MODIFIED. Chapter 66 (Load and Weight Restrictions), Section 66.05 (Truck Routes), Section 66.05.(1) (Truck Routes Designated) is amended by updating with the following language:

66.05 Truck Routes.

Truck Route regulations are established as follows:

1. *Truck Routes Designated. Every motor vehicle weighing eight (8) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon the following streets within the City and none other. For the purposes of this section, the terms "Motor Vehicle, Motor Truck, Truck Tractor, Trailer and Semitrailer" shall have the same meaning defined in Section 32.1, the Code.*

A. Lincoln Highway from the west City limit to the east City limit.

B. ~~West Fourth (4th) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.~~ West Third (3rd) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.

C. Sixth (6th) Street from Q Avenue to Highway 30. Nineteenth (19th) Street from Lincoln Highway to the south City limit.

D. ~~E Avenue from Sixth (6th) Street to Eleventh (11th) Street, except between 10th Street and 11th Street any eastbound motor truck and trailer or truck tractor and semitrailer is prohibited and must follow the alternate truck route set forth in paragraphs S, T, U.~~ West Eighteenth (18th) Street from Lincoln Highway to south City limit.

E. ~~Eleventh (11th) Street from E Avenue to south City limit.~~ Maple Avenue from West Eighteenth (18th) to South West Third (3rd) Street (S-14).

*(*Sections 66.05(1).F-U repealed)*

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

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

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

PASSED AND APPROVED this 8th day of February, 2021, through the first reading.

PASSED AND APPROVED this ___ day of February, 2021, through the second reading.

PASSED AND APPROVED this _ day of March, 2021, through the third and final reading. Enacted upon publication.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

[illegible]

CURRENT ORDINANCE

66.05 TRUCK ROUTES.

Truck route regulations are established as follows:

1. Truck Routes Designated. Every motor vehicle weighing eight (8) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon the following streets within the City and none other. For the purposes of this section, the terms "Motor Vehicle, Motor Truck, Truck Tractor, Trailer and Semitrailer" shall have the meaning defined in Section 321.1, the Code.

(Ord. 949 - Jul. 09 Supp.)

(Code of Iowa, Sec. 321.473)

- A. Lincoln Highway from the west City limit to the east City limit.
- B. West Fourth (4th) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.
- C. Sixth (6th) Street from Q Avenue to Highway 30.
- D. E Avenue from Sixth (6th) Street to Eleventh (11th) Street, except between 10th Street and 11th Street any eastbound motor truck and trailer or truck tractor and semitrailer is prohibited and must follow the alternate truck route set forth in paragraphs S, T, and U.

(Ord. 949 - Jul. 09 Supp.)

- E. Eleventh (11th) Street from E Avenue to south City limit.
- F. N Avenue from S-14 to Fifteenth (15th) Street.
- G. Fifteenth (15th) Street from N Avenue to Lincoln Highway.
- H. Tenth (10th) Street from Lincoln Highway to T Avenue.
- I. T Avenue from Fifth (5th) Street to east City limit.
- J. Eleventh (11th) Street from T Avenue to the north City limit.
- K. Nineteenth (19th) Street from Lincoln Highway to the south City limit.
- L. West Eighteenth (18th) Street from Lincoln Highway to south City limit.
- M. South B Avenue from Eleventh (11th) Street to Nineteenth (19th) Street.
- N. 600th Avenue north from Lincoln Highway to railroad tracks.
- O. X Avenue from west City limit to Fifth (5th) Street.
- P. Fifth (5th) Street from north City limit to T Avenue.
- Q. Second (2nd) Street from Lincoln Highway to N Avenue.
- R. Q Avenue from Sixth (6th) Street to Tenth (10th) Street.
- S. 10th Street (northbound only) from E Avenue to F Avenue (Alternate Truck Route to southbound 11th Street).
- T. F Avenue (eastbound only) from 10th Street to 11th Street (Alternate Truck Route to southbound 11th Street).
- U. 11th Street (southbound only) from F Avenue to E Avenue (Alternate Truck Route to southbound 11th Street).

PROPOSED ORDINANCE

66.05 TRUCK ROUTES.

Truck route regulations are established as follows:

1. Truck Routes Designated. Every motor vehicle weighing eight (8) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon the following streets within the City and none other. For the purposes of this section, the terms "Motor Vehicle, Motor Truck, Truck Tractor, Trailer and Semitrailer" shall have the meaning defined in Section 321.1, the Code.

(Code of Iowa, Sec. 321.473)

- A. Lincoln Highway from the west City limit to the east City limit.
- B. West Third (3rd) Street (S-14) from Lincoln Highway to the north City limit and from Highway 30 to the south City limit.
- C. Nineteenth (19th) Street from Lincoln Highway to the south City limit.
- D. West Eighteenth (18th) Street from Lincoln Highway to south City limit.
- E. Maple Avenue from West Eighteenth (18th) to South West Third (3rd) Street (S-14)

NEVADA CITY COUNCIL - MONDAY, JANUARY 25, 2021 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, January 25, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law. Due to emergency measures as a result of the COVID-19 Pandemic the meeting was also streamed via Zoom as listed on the agenda at the following location:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQ9ML0ZOeEI0dz09>

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ric Martinez, Jeremy Rydl, Tim Hansen, Shawn Cole, Mariys Barker, Casey Patton and Teresa Stadelmann,

Also in attendance were: Henry Corbin, Jon Augustus, John Hall, Dan Casciato, John Storey and Eric Vyncke.

3. APPROVAL OF AGENDA

Motion by Dane Nealson, seconded by Luke Spence, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Nealson, Spence, Ehrig, Hanson, Mittman, Sampson. 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 Sandy Ehrig, seconded by Barb Mittman, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on January 11, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75054-75126 and Electronic Numbers 888-894 (Inclusive) Totaling \$423,659.94 (See attached list)
- C. Approve Financial Reports for Month of December, 2020
- D. Approve Renewal of Class "B" Wine Permit, Class "C" Beer Permit and Class "E" Liquor License for Fareway Stores, Inc., d/b/a Fareway Store #426, 1505 South B Avenue, Effective March 1, 2021
- E. Schedule Public Hearing for Amendment to Ordinance No 66.05, Load and Weight Restrictions-Truck Routes for February 8th, 2021

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

5. PUBLIC FORUM

- A. MetroNet gave an update for council on their fiber project in Nevada.

the success this year during the pandemic. Council Member Mittman reported Food at First has seen a good response for those items that were needed.

Council Member Spence reported on the progress of a community garden with the help of the Historical Society.

Communications Specialist Barker updated council on the progress of the new website. Public Safety Director Martinez advised on the progress of new hires. City Engineer representative Casey Patton reported on the CIRTPA meeting and upcoming streets project.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Barb Mittman, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:50 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL - MONDAY, JANUARY 25, 2021 6:50 P.M.

The City Council of the City of Nevada, Iowa, met for a Work Session on the Fiscal Year 2021/2022 Budget via Zoom met for a meeting via Zoom in accordance with emergency measures as a result of the COVID-19 Pandemic. The Session convened at 6:50 p.m. on Monday, January 25, 2021, pursuant to the rules of the Council. The notice was posted on the official bulletin board in compliance with the open meeting law.

The following named Council Members were present: Brian Hanson, Jason Sampson, Dane Neilson, Sandy Ehrig, Barb Mittman. Luke Spence. Absent: None. Staff Present: Kerin Wright, Ric Martinez, Jeremy Rydl and Tim Hansen.

City Clerk Wright reviewed the proposed FY21/22 Budget with council.

No decisions of the council were made. The session concluded at 7:26 p.m.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FOR FEBRUARY 8, 2021
01/26/21 THRU 02/08/21

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA01262021 PMT	325.88	899
ALLIANT	ALL-UTILITIES	4,516.28	75136
NEVADA POSTMASTER	UTILITY BILLING	856.98	75137
WINDSTREAM	ALL-LONG DISTANCE	1,910.13	75138
ALPHA COPIES	ADM-NEWSLETTERS	288.50	75139
IPERS	IPERS	29,981.49	895
TREASURER STATE OF IA	STATE TAXES	7,436.00	896
EFTPS	FED/FICA TAX	22,480.31	897
AMER'N FAMILY	AFLAC	1,504.66	75132
ICMA RETIREMENT	DEFERRED COMP	1,095.00	75133
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	75134
GREAT WESTERN	HSA	217.49	75135
WELLMARK	HEALTH 2/2021	26,279.56	75140
DELTA DENTAL	DENTAL 2/2021	2,954.64	75141
FIDELITY SECURITY LIFE	VISION 2/2021	785.36	75142
WAGeworks	FSA 02022021 PMT	214.98	900
CENTRAL IA DISTR	CH-SUPPLIES	68.50	75143
FAREWAY	LIB-SUPPLIES	45.37	75144
ALLIANT	ALL-UTILITIES	21,648.58	75145
FAST LANE AUTO CARE	STS-SUPPLIES	151.08	75146
PRATT SANI	ALL-GARBAGE SVC	732.00	75147
QUILL CORP	PD-KEYBOARD/MOUSE	76.94	75148
VAN WALL EQUIP	STS-HOSE/FITTING	260.87	75149
ARNOLDS	STS-FILTERS	1,350.04	75150
LOWE'S	WTR-LED BULBS	73.99	75151
DOOR & FENCE STORE	STS-REMOTES	80.00	75152
HOKEL	STS-HARDWARE	94.30	75153
EMERGENCY MEDICAL PRODUCTS	EMS-COVID SUPPLIES	159.16	75154
IA DOT	STS-CURBGUARD	359.92	75155
GOOD AND QUICK	STS-#42 TIRES	591.00	75156
IA MUN FINANCE OFFICERS	ADM-WRIGHT DUES	50.00	75157
STOREY KENWORTHY	WTR/WWT-ENVELOPES	1,038.15	75158
AMERICAN LEGION	PKM-FLAGS	250.00	75159
O'HALLORAN	STS-SOLENOID RPR	669.92	75160
DINGES FIRE CO	FD-FOAM	347.04	75161
HENDERSON TV & APPLIANCE	PD-FRIDGE	689.00	75162
STAPLES ADVANTAGE	PKA/WTR/WWT/ADM-SUPPLIES	219.59	75163
REESE ELECTRIC	WWT-REWIND MOTOR	490.55	75164
INTERSTATE	EMS-BATTERIES	433.90	75165
CONLEYS TRUCKING	CEM-PLOW MODULE	252.53	75166
HR GREEN	WWTP-DESIGN TRUNK	64,152.07	75167
VANSICKEL PLUMBING	CEM-GAS LINE RPR	1,763.55	75168

CENTRAL STATES ROOFING	FD-ROOF RPR	314.62	75169
WILLIAMSON ELECTRIC	CH-BACKDOOR LITES	1,080.00	75170
KELTEK INC	PD-#77	18,902.81	75171
TAC 10	PD-TAC10	645.00	75172
NUCARA	EMS-GLUCO STRICPS	89.27	75173
ROTARY CLUB	CA-COOD DUES	749.00	75174
CENTRAL SALT	STS-SALT	12,896.14	75175
D A DAVIDSON	WWTP-1 FIN SERV SRF	3,400.00	75176
MEDIACOM	ALL-INTERNET SVC	439.89	75177
NEVADA SENIORS	WTR/WWT-WATER BILLS	225.00	75178
BRANDES,CHRISTOPHER	PD-REIMB	100.82	75179
IA STATE POLICE ASSOC	PD-MARTINEZ DUES	40.00	75180
BOUND TREE MEDICAL	EMS-MED BAGS	185.14	75181
STORY CO RECORDER	LEGAL-HV EASEMENT	57.00	75182
P&D WELDING SOLUTIONS	WWT-SKIMMER RPR	329.35	75183
CIEMSD	EMS-TRNG BEATTY	300.00	75184
CRITICAL HIRE	PD-BROWN/MARCINIAK/SYDNES	60.00	75185
MENARDS	FD-SUPPLIES	156.73	75186
VINYL GRAPHICS	PD-#88 TINT/NUMBERS	119.50	75187
LINCOLN JOURNAL STAR	PD-RECUITMENT	39.00	75188
	Refund Checks Total		
	Accounts Payable Total	237,330.29	
	Payroll Checks	65,425.52	
	***** REPORT TOTAL *****	<u>302,755.81</u>	
	GENERAL	128,931.43	
	ROAD USE TAX	41,181.32	
	LOCAL OPTION SALES TAX	4,978.07	
	WATER	24,434.58	
	SEWER	34,207.06	
	SEWER CAP IMP PROJECT	67,552.07	
	REVOLVING FUND	930.42	
	FLEX BENEFIT REVOLVING	540.86	
	TOTAL FUNDS	<u>302,755.81</u>	

Electronic Pymt

REAT WESTERN PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 09/14/2020 W/CLAIMS

<u>An Date</u>	<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
12/30/2020	Pickleball Central	REC, pickleball	516.25	443694	179-431-6729
1/9/2021	Zoom	REC, CIRT mtg.	16.04		001-477-6599
1/12/2021	Key-Mart	REC, Microsoft Office	78.00		001-440-6599
1/14/2021	IA Park & Rec Assoc	PKM, training	125.00	1142021	001-430-6240
1/14/2021	IA Park & Rec Assoc	PKM, training	90.00	11420212	001-430-6240
1/16/2021	Canva	REC, program	59.70	12782471	001-440-6599
		ADM, program	59.70		001-620-6599
12/30/2020	Flower Bed	ADM, Funeral Flowers	69.20	30501	001-613-6491
1/1/2021	GoDaddy	ADM, website	15.12	1799925271	121-613-6431
1/4/2021	IABO	BLD, training	351.31	133745685947	001-170-6240
1/5/2021	Amazon Prime	ADM, Membership	124.75	1792354202	001-650-6581
		PD, Membership	124.75		001-110-6599
		REC, Membership	249.50		001-440-6599
1/12/2021	CDL-Now	WTR, Training, Borton	400.00	72417304	600-811-6240
1/14/2021	LOGMEIN	WTR, Program	420.00	1132022	600-811-6420
1/19/2021	Sams Club	PD, Membership	25.00	6378368120	001-110-6599
		ADM, Membership	25.00		001-650-6599
		REC, Membership	50.00		001-430-6210
12/22/2020	National Registry EMT	PD, EMT training, Celentano	80.00	2020173207	001-160-6240
1/4/2021	Emergency Medical Serv	FD, EMS training Arnaud	247.50	10546	001-160-6240
1/6/2021	IPICDTC	PD, training Pritchard	95.00	041DC68B5	001-110-6240
1/19/2021	Zoom	ADM, virtual meetings	67.98	63887855	001-620-6499

POSTING & PAYMENT DATE:

February 19, 2021

City Administrator

\Office\Finance\Accounts Payable\Vendors\Great Western Purchase Cards.All

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
01-000-1110	CASH-GENERAL FUND	209,473.33-	6,967,176.78
02-000-1110	CASH-HOTEL/MOTEL	31.97	20,747.50
00-000-1110	CASH-ROAD USE TAX	32,873.05	1,932,051.93
02-000-1110	CASH-EMPLOYEE BENEFITS	3,454.04	525,295.75
03-000-1110	CASH-RUT CAPITAL	248.22	161,103.14
09-000-1110	CASH-EMERGENCY FUND	342.05	41,889.96
01-000-1110	CASH-LOCAL OPTION TAX	88,621.53	828,258.80
05-000-1110	CASH-TIF	6,784.41	2,574,371.51
06-000-1110	CASH-LMI SUBFUND		77,320.56
07-000-1111	RESERVE-WELLS	2.72	1,766.21
07-000-1113	RESERVE-ZWILLING	.17	111.03
07-000-1114	RESERVE-ALBERRY	1.56	1,010.56
08-000-1118	RESERVE-UNDESIGNATED	.01	7.90
08-000-1119	RESERVE-HARMS TRUST, GREEN SP	40.52	26,297.46
09-000-1110	CASH-LIBRARY TRUST	1,130.34	37,142.84
01-000-1110	CASH-FIRE TRUST	26.73	17,346.30
02-000-1110	CASH-SCORE UNDESIGNATED	8.71	5,654.93
03-000-1110	CASH-SCORE O&M	.40	262.73
04-000-1110	CASH-NORTH STORY BASEBALL	4,621.73	9,452.98
05-000-1110	CASH-SENIOR COMM CENTER	12.44	8,073.69
05-000-1110	CASH-GH PIANO	29.11	18,892.55
07-000-1110	CASH-POLICE FOREITURE	18.66	12,113.37
01-000-1122	RESERVE-GRNBLT MAP 2005	5.52	3,584.57
01-000-1124	RESERVE-ST CO TRAIL	.61	395.37
01-000-1125	RESERVE-IND RDG GREENBE	2.63	1,706.73
01-000-1127	RESERVE-UNRESTRICTED	920.01	71,209.32
00-000-1128	RESERVE-SCORE SCOREBOAR	7.04	4,569.95
00-000-1130	RESERVE-LANDSCAPING	17.52	6,368.60
00-000-1131	RESERVE-FIELD MAINT	16.00	10,382.35
00-000-1132	RESERVE-LEW HANSEN SUB	2.16	1,404.63
00-000-1133	RESERVE-87 SOUTHWOOD	11.65	7,558.25
00-000-1134	RESERVE-MARDEAN PARK	1.38	897.04
00-000-1110	CASH-COLUMBARIAN MAINT	5.54	3,598.47
00-000-1110	CASH-TRAIL MAINTENANCE	9.97	6,470.44
00-000-1110	CASH-DANIELSON/OTHERTRU	385.18	249,996.47
00-000-1110	CASH-LIB BLDG TRUST	.30	194.41
00-000-1110	CASH-TREES FOREVER	6.99	4,534.30
00-000-1110	CASH-4TH OF JULY	89.91	5,265.70
00-000-1110	CASH-COMM BAND	1.30	843.84
00-000-1110	CASH-DEBT SERVICE	2,784.08	390,278.21
00-000-1110	CASH-CITY HALL/PUBLIC S	.90	583.37
00-000-1110	CASH-LIBRARY BLDG	784.75	97,088.75
00-000-1110	CASH-SC/FIELDHOUSE		56,852.93-
00-000-1110	CASH-SIDEWALKIMPROVEMEN	75.20	48,807.14
00-000-1110	CASH-2019 CIP WORK	2,546.52	1,652,790.74
00-000-1110	CASH-2019 SOUTH D AVE PAVING		123,168.32-
00-000-1110	CASH-CBD DOWNTOWN IMPR	3,990.67	4,152,830.36
00-000-1110	CASH-TRAIL CIP PROJECTS	368.56	239,208.43
00-000-1110	CASH-2017STS,WTR,WWT,STM PROJ	536.50	348,208.31
00-000-1110	CASH-LINC HWY/W 18TH ST INTERS		548,265.65-
00-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.74

CITY OF NEVADA
BALANCE SHEET
CALENDAR 1/2021, FISCAL 7/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
00-000-1110	CASH-PERPETUAL CARE		153,711.58
01-000-1110	CASH-BATTERY		5,000.00
00-000-1110	CASH-WATER O&M	144,119.42	1,651,992.02
01-000-1110	CASH-WATER DEPOSITS	249.32	77,376.89
02-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,674.65	1,086,914.14
05-000-1110	CASH-WATER 2012C BOND		657,841.73
07-000-1110	CASH-WTR CAPITAL REVOLV	487.20	316,212.23
00-000-1110	CASH-WASTEWATER O&M	97,289.28	1,762,155.47
05-000-1110	CASH-SEWER CONSTRUCTION	9,329.65	2,383,746.79
06-000-1110	CASH-WWT CIP	1,825,477.82	529,795.77-
07-000-1110	CASH-WWT CAPITAL	457.99	297,256.97
08-000-1110	CASH-SRF SPONSORED PROJECT		20,000.00-
00-000-1110	CASH-GARBAGE UTILITY	6,216.71	26,718.28-
00-000-1110	CASH-STORM WATER UTILIT	15,844.45	688,931.30
00-000-1139	RESERVE-PARK & RECREATI	557.45-	77,303.69
00-000-1140	RESERVE-LIBRARY	581.79	53,082.98
00-000-1141	RESERVE-CEMETERY	1,966.36-	46,090.10
00-000-1142	RESERVE-FINANCE	522.98	339,434.53
00-000-1143	RESERVE-FIRE	202.54-	313,256.73
00-000-1144	RESERVE-POLICE	37,364.12-	163,546.68
00-000-1146	RESERVE-PLANNING & ZONI	46.09	29,914.15
00-000-1147	RESERVE-GATES HALL	22.94	14,890.15
00-000-1148	RESERVE-TECHNOLOGY	1,893.08-	12,544.10
02-000-1110	CASH-FLEXIBLE BENEFITS	373.77	4,490.99
00-000-1110	CASH-SICK & VACATION	473.61	307,394.71
	CASH TOTAL	2,002,530.06	29,713,419.95
01-000-1120	PETTY CASH - LIBRARY		75.00
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
00-000-1168	COUNTY FOUNDATION INVES		82,906.22
	SAVINGS TOTAL	.00	82,906.22
	TOTAL CASH	2,002,530.06	29,797,001.17

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	58.3% UNEXPENDED
	POLICE TOTAL	1,194,876.00	110,187.97	840,114.07	70.31	354,761.93
	POLICE-OFFICE TOTAL	117,989.00	8,185.53	67,248.85	57.00	50,740.15
	EMERGENCY MANAGEMENT TOTAL	900.00	115.54	573.43	63.71	326.57
	COVID-19 TOTAL	.00	115.72	7,341.64	.00	7,341.64-
	DERECHO TOTAL	.00	.00	895.00	.00	895.00-
	FLOOD CONTROL TOTAL	32,600.00	79.54	23,581.39	72.34	9,018.61
	FIRE TOTAL	370,606.00	8,096.99-	241,768.99	65.24	128,837.01
	AMBULANCE TOTAL	38,800.00	21,199.62	31,130.25	80.23	7,669.75
	BUILDING INSPECTIONS TOTAL	55,941.00	3,692.98	37,917.67	67.78	18,023.33
	ANIMAL CONTROL TOTAL	5,100.00	.00	2,230.36	43.73	2,869.64
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	704.30	46.95	795.70
	PUBLIC SAFETY TOTAL	1,818,312.00	135,479.91	1,253,505.95	68.94	564,806.05
	ROADS, BRIDGES, SIDEWALKS TOTA	778,205.00	58,185.36	457,000.77	58.72	321,204.23
	STREET LIGHTING TOTAL	144,000.00	10,561.75	66,415.28	46.12	77,584.72
	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	10,773.40	15,745.57	19.14	66,529.43
	TREES & WEEDS TOTAL	50,000.00	.00	93.24	.19	49,906.76
	PUBLIC WORKS TOTAL	1,075,480.00	79,520.51	543,463.71	50.53	532,016.29
	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	31,382.12	245,793.66	52.92	218,682.34
	LIBRARY-DONATED TOTAL	32,500.00	.00	2,107.50	6.48	30,392.50
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	651.89	9,775.52	45.47	11,724.48
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	7,304.36	70,175.62	67.43	33,899.38
	PARK MAINTENANCE TOTAL	398,670.00	12,455.51	170,730.76	42.83	227,939.24
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	.00	10,819.94	54.10	9,180.06
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	BALANCE	PERCENT EXPENDED	UNEXPENDED
	FOUR-PLEX COMPLEX TOTAL	48,052.00	146.48	4,827.85	10.05	43,224.15
	POOL TOTAL	242,036.00	5,895.61	59,816.28	24.71	182,219.72
	RECREATION TOTAL	68,949.00	4,578.99	40,445.72	58.66	28,503.28
	ADULT SOFTBALL TOTAL	600.00	348.00	362.72	60.45	237.28
	COMMUNITY HEALTH/WEALTHNESS TOTA	500.00	59.72	59.72	11.94	440.28
	SENIOR ACTIVITY TOTAL	1,000.00	.00	3,879.62	387.96	2,879.62
	CEMETERY TOTAL	148,733.00	8,756.42	70,375.51	47.32	78,357.49
	COMMUNITY CTR/ZOO/MARINA TOTA	188,166.00	11,180.51	91,633.16	48.70	96,532.84
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	338.76	3,087.40	43.72	3,974.60
	FIELDHOUSE TOTAL	65,000.00	.00	.00	.00	65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	316.92	1,831.87	5.27	32,901.13
	YOUTH BASKETBALL TOTAL	10,209.00	3,012.66	5,527.64	54.14	4,681.36
	VOLLEYBALL TOTAL	2,115.00	.00	1,413.31	66.82	701.69
	FLAG FOOTBALL TOTAL	6,070.00	.00	3,453.92	56.90	2,616.08
	HALLOWEEN TOTAL	250.00	.00	408.33	163.33	158.33
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	333.64	1,573.95	60.19	1,041.05
	CIRL TOTAL	2,000.00	16.04	1,146.07	57.30	853.93
	SOFTBALL TOURNAMENT TOTAL	1,000.00	.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	.00	2,930.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,898,752.00	86,777.63	807,326.07	42.52	1,091,425.93
	ECONOMIC DEVELOPMENT TOTAL	432,352.00	.00	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	4,760.42	56,827.77	34.18	109,454.23
	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	367.00	731.00	2.38	29,969.00
	COMMUNITY & ECONOMIC DEV TOTA	678,634.00	5,127.42	163,303.58	24.06	515,330.42
	MAYOR/COUNCIL/CITY MGR TOTAL	12,220.00	1,133.99	6,748.64	55.23	5,471.36
	COUNCIL TOTAL	7,987.00	.00	2.00	.03	7,985.00
	CITY ADMINISTRATOR TOTAL	74,800.00	970.14	13,782.93	18.43	61,017.07
	CLERK/TREASURER/ADM TOTAL	347,573.00	21,422.23	140,696.92	40.48	206,876.08
	LEGAL SERVICES/ATTORNEY TOTAL	120,800.00	6,525.00	78,385.30	64.89	42,414.70
	CITY HALL/GENERAL BLDGS TOTAL	124,349.00	4,451.67	68,412.21	55.02	55,936.79
	TORT LIABILITY TOTAL	40,160.00	.00	40,653.20	101.23	493.20
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	294.32	8,374.04	64.42	4,625.96
	GENERAL GOVERNMENT TOTAL	740,889.00	34,797.35	357,055.24	48.19	383,833.76
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	.00	5,781.25	5.98	90,831.75

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CBD PROJECT 8.9M TOTAL	.00	.00	105,106.11	.00	105,106.11-
	2013 GO BOND TOTAL	.00	.00	37,125.00	.00	37,125.00-
	2019B CIP WORK TOTAL	570,350.00	.00	22,650.00	3.97	547,700.00
	DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
	DEBT SERVICE TOTAL	1,341,263.00	.00	170,662.36	12.72	1,170,600.64
	ROADS, BRIDGES, SIDEWALKS TOTA	4,411,000.00	2,407.75	2,895,261.20	65.64	1,515,738.80
	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	14,246.18	.17	8,485,753.82
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	280.00	14.00	1,720.00
	CAPITAL PROJECTS TOTAL	12,943,000.00	2,407.75	2,909,787.38	22.48	10,033,212.62
	OTHER GENERAL GOVERNMENT TOTA	.00	1,229.55	18,223.83	.00	18,223.83-
	WTR 2012C BOND TOTAL	3,983,004.00	.00	3,452,414.23	86.68	530,589.77
	WATER TOTAL	40,720.00	.00	20,360.16	50.00	20,359.84
	WATER-PLANT/PUMPS TOTAL	793,897.00	49,291.51	482,836.27	60.82	311,060.73
	WATER-LINES-INST & O&M TOTAL	61,493.00	2,735.22	33,402.94	54.32	28,090.06
	WATER ACCOUNTING TOTAL	330,517.00	25,557.03	198,006.49	59.91	132,510.51
	WASTEWATER PLANT TOTAL	702,080.00	40,111.40	418,699.48	59.64	283,380.52
	WASTSEWATER COLLECTION TOTAL	2,070,052.00	178,537.96	1,287,877.99	62.21	782,174.01
	WASTSEWATER ACCOUNTING TOTAL	224,352.00	15,362.74	119,120.61	53.10	105,231.39
	LANDFILL/GARBAGE TOTAL	72,079.00	55.09	71,810.54	99.63	268.46
	STORM WATER TOTAL	35,900.00	73.14	1,497.66	4.17	34,402.34
	ENTERPRISE FUNDS TOTAL	8,314,094.00	312,953.64	6,104,250.20	73.42	2,209,843.80
	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	657,064.21	15,106,717.55	40.66	22,047,618.45

CITY OF NEVADA
REVENUE REPORT
CALENDAR 1/2021, FISCAL
BUDGET
ESTIMATE

7/2021
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 1
OPER: KW

58.3%

ACCOUNT NUMBER	ACCOUNT TITLE					UNCOLLECTED
	GENERAL TOTAL	4,024,110.00	31,565.87	2,087,833.23	51.88	1,936,276.77
	HOTEL MOTEL TOTAL	11,250.00	31.97	5,019.26	44.62	6,230.74
	ROAD USE TAX TOTAL	958,128.00	78,643.09	588,229.01	61.39	369,898.99
	EMPLOYEE BENEFITS TOTAL	702,835.00	3,454.04	401,028.41	57.06	301,806.59
	RUT CAPITAL TOTAL	176,500.00	248.22	176,392.79	99.94	107.21
	EMERGENCY FUND TOTAL	73,308.00	342.05	41,889.96	57.14	31,418.04
	LOCAL OPTION SALES TAX TOTAL	922,000.00	97,382.60	839,405.75	91.04	82,594.25
	TAX INCREMENT FINANCING TOTAL	969,646.00	6,784.41	514,476.54	53.06	455,169.46
	LMI-SUBFUND TOTAL	64,672.00	.00	.00	.00	64,672.00
	RESTRICTED GIFTS TOTAL	30.00	4.45	29.26	97.53	.74
	CEMETARY CIP/LAND TOTAL	300.00	40.53	266.55	88.85	33.45
	LIBRARY TRUST TOTAL	8,100.00	1,782.23	8,781.99	108.42	681.99-
	FIRE TRUST TOTAL	300.00	26.73	175.78	58.59	124.22
	SCORE-UNDESIGNATED TOTAL	100.00	8.71	58.94	58.94	41.06
	SCORE O&M TOTAL	5.00	.40	2.65	53.00	2.35
	NORTH STORY BASEBALL TOTAL	21,500.00	4,921.73	4,963.31	23.09	16,536.69
	SENIOR CENTER TRUST TOTAL	150.00	12.44	81.82	54.55	68.18

CCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 1/2021, FISCAL 7/2021 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	58.3% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	29.11	191.45 85.09 33.55
	ASSET FORFEITURE TOTAL	100.00	18.66	122.75 122.75 22.75-
	PARK OPEN SPACE TOTAL	24,450.00	984.52	18,444.43 75.44 6,005.57
	COLUMBARIAN MAINTENANCE TOTAL	220.00	5.54	36.45 16.57 183.55
	TRAIL MAINTENANCE TOTAL	10,200.00	9.97	10,055.94 98.59 144.06
	DANIELSON TRUST TOTAL	500.00	385.18	4,280.36 856.07 3,780.36-
	LIB BLDG TRUST TOTAL	200.00	.30	1.97 .99 198.03
	TREES FOREVER TOTAL	50.00	6.99	45.96 91.92 4.04
	4TH OF JULY TRUST TOTAL	2,020.00	89.91	234.15 11.59 1,785.85
	COMMUNITY BAND TOTAL	1,000.00	1.30	8.55 .86 991.45
	DEBT SERVICE TOTAL	1,364,389.00	2,784.08	336,637.18 24.67 1,027,751.82
	CH CAMPUS PROJ TOTAL	100.00	.90	7.12 7.12 92.88
	LIBRARY ADDITION TOTAL	102,237.00	784.75	95,740.10 93.65 6,496.90
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	.00 .00 8,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	75.20	3,024.56 8.64 31,975.44
	2019 CIP WORK TOTAL	.00	2,546.52	16,856.70 .00 16,856.70-
	2019 SOUTH D AVE PAVING TOTAL	.00	.00	480,179.97 .00 480,179.97-

CITY OF NEVADA
REVENUE REPORT
CALENDAR 1/2021, FISCAL
BUDGET
ESTIMATE

		REVENUE REPORT		PCT OF FISCAL YTD		58.3%
ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 1/2021, BUDGET ESTIMATE	FISCAL 7/2021 MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	9,285,000.00	6,398.42	300,506.39	3.24	8,984,493.61
	TRAIL CIP RESERVE PROJTS TOTA	66,837.00	368.56	2,423.92	3.63	64,413.08
	2017 STS/WT/SE/STRM PROJ TOTA	.00	536.50	3,528.44	.00	3,528.44-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	.00	45,903.65	.00	45,903.65-
	2017 BOND, REFUND 2013B TOTAL	.00	.01	.07	.00	.07-
	PERPETUAL CARE TOTAL	3,800.00	.00	1,850.00	48.68	1,950.00
	WATER TOTAL	2,204,527.00	220,430.59	1,472,676.69	66.80	731,850.31
	WATER DEPOSITS TOTAL	25,000.00	1,425.00	12,415.00	49.66	12,585.00
	WATER PLANT UPGRADE RSRV TOTA	210,000.00	1,674.65	210,713.64	100.34	713.64-
	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	487.20	128,530.11	100.81	1,030.11-
	SEWER TOTAL	1,316,054.00	155,265.35	992,921.15	75.45	323,132.85
	SEWER CONSTRUCTION TOTAL	323,000.00	9,329.65	311,665.55	96.49	11,334.45
	SEWER CAP IMP PROJECT TOTAL	3,000,000.00	2,001,432.95	2,001,432.95	66.71	998,567.05
	SEWER EQUIP REVOLVING TOTAL	63,000.00	457.99	63,021.77	100.03	21.77-
	LANDFILL/GARBAGE TOTAL	68,650.00	6,271.80	42,689.63	62.18	25,960.37
	STORM WATER TOTAL	178,900.00	15,917.59	109,635.92	61.28	69,264.08

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 1/2021, FISCAL 7/2021 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD 58.3% YTD PERCENT BALANCE RECVD	UNCOLLECTED
	REVOLVING FUND TOTAL	487,500.00	2,972.88	420,797.48 86.32 66,702.52
	FLEX BENEFIT REVOLVING TOTAL	.00	1,603.32	17,430.24 .00 17,430.24
	OTHER INTERNAL SERV FUND TOTA	4,500.00	473.61	3,114.84 69.22 1,385.16
	TOTAL REVENUE BY FUND	38,778,650.00	2,658,018.47	15,850,006.79 40.87 22,928,643.21

NOTICE OF PUBLIC HEARING - CITY OF NEVADA - PROPOSED PROPERTY TAX LEVY

Fiscal Year July 1, 2021 - June 30, 2022

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

Meeting Date: 2/22/2021 Meeting Time: 06:00 PM Meeting Location: Nevada City Council Chambers and via Zoom

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

City Website (if available)
www.cityofnevadaiaowa.org

City Telephone Number
(515) 382-5466

	Current Year Certified Property Tax 2020 - 2021	Budget Year Effective Property Tax 2021 - 2022	Budget Year Proposed Maximum Property Tax 2021 - 2022	Annual % CHG
Regular Taxable Valuation	262,548,035	269,995,018	269,995,018	
Tax Levies:				
Regular General	2,126,639	2,126,639	2,186,960	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	35,444	35,444	36,448	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	114,825	114,825	119,430	
Support of Local Emer. Mgmt. Commission	0	0	0	
Emergency	70,888	70,888	72,899	
Police & Fire Retirement	0	0	0	
FICA & IPERS	345,605	345,605	392,692	
Other Employee Benefits	330,000	330,000	250,806	
Total Tax Levy	3,023,401	3,023,401	3,059,235	1.18
Tax Rate	11.51561	11.19799	11.33071	

Explanation of significant increases in the budget:
crease is due to an increase in employee benefits and salary.

applicable, the above notice also available online at:

www.cityofnevadaiaowa.org and www.facebook.com/cityofnevadaiaowa/

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Item # 50
Date: 2/8/21

RESOLUTION NO. 067 (2020/2021)

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH STORY COUNTY
FOR THE PROVISION OF DISPATCH AND JAIL SERVICES
FOR FISCAL YEAR 2021/2022**

WHEREAS, the City of Nevada has no facilities to house and care for prisoners committed to jail for violation of City Ordinances, State or Federal Statutes; and

WHEREAS, the City has no office wherein the Police Department may receive or dispatch telephone and radio messages on a twenty-four hour per day basis; and

WHEREAS, the Story County Sheriff's Department has such facilities; and

WHEREAS, the Story County Sheriff's Department has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "A" and incorporated herein as if set out in full; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Story County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the Story County Sheriff's Department for jail and dispatch services beginning July 1, 2021 and continuing through June 30, 2022 for the annual fee of \$42,011.64. The Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 8th day of February, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 067 (2020/2021) be adopted.

AYES: __
NAYS: __
ABSENT: __

The Mayor declared Resolution No. 067 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 067 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of February, 2021.

Kerin Wright, City Clerk



Sheriff's Office

Story County
PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

January 22, 2021

Matthew Mardesen
City Administrator
P.O. Box 530
Nevada, IA 50201

Dear Administrator Mardesen:

Enclosed you will find the Dispatching Services Contract for fiscal year 2022. As per the contract, the increase is based on the Consumer Price Index (CPI-U) October 2020 report showing a 1.2% increase. The new FY21 per capita rate will increase to \$6.18 for the City of Nevada based on the 2010 Census population figures (6,798).

After your review and acceptance of the contract, please:

1. Sign the contract,
2. **Affix the city seal,**
3. Return to my office no later than March 5, 2021.

I will then sign and forward the contract to the Board of Supervisors for their signatures and see that it is recorded with the Recorder and the Secretary of State. Once it has been recorded and we receive our copy, we will forward a file stamped copy to you.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Paul H. Fitzgerald
Story County Sheriff

Enclosure

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between Story County, Iowa, and the City of Nevada, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Nevada has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Nevada agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2021 and shall continue for one (1) year ending on June 30, 2022. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Nevada for its dispatching services at a rate of \$6.18 per capita based on the 2010 census figure of 6,798; the annual fee is \$42,011.64. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Nevada and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Nevada Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Nevada Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Nevada Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Nevada Police Department.
6. The Sheriff agrees to provide and allow the Nevada Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Nevada Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Nevada or his duly authorized agents or police officers, for violation of the city ordinances of Nevada, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Nevada Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Nevada Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Nevada Police Department.
10. The City of Nevada agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Nevada ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Nevada will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.
13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall

be acquired which would require disposition upon the termination of this agreement.

14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Nevada, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political
subdivision of the State of Iowa

CITY OF NEVADA, IOWA
a municipal corporation

Story County Board of Supervisors

Brett Barker
Mayor, City of Nevada

ATTEST: _____
Story County Auditor

Matthew Mardesen
Nevada City Administrator

APPROVED:

RESOLUTION NO. 068 (2020/2021)

**A RESOLUTION NAMING DEPOSITORIES AND
REVIEWING MAXIMUM BALANCES**

WHEREAS, the City of Nevada's financial institution is Great Western Bank; and

WHEREAS, the City of Nevada is in need of reviewing the Maximum Balance in Effect held at each Depository; and

WHEREAS, it is in the best interests of the City of Nevada to continue with the Maximum Balances in Effect at all Institutions below.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Nevada, Iowa, approves the following list of financial institutions to be depositories of the City of Nevada funds in conformance with all applicable provisions of Iowa Code Chapters 12B and 12C. The City Clerk is hereby authorized to deposit City of Nevada funds in amounts not to exceed the maximum approved for each respective financial institution as set out below. And authorizes that Brett Barker, Mayor, Kerin Wright, City Clerk, and Donna Mosinski, Deputy City Clerk, are hereby designated as the authorized signatures for all City accounts.

Depository Name	Maximum Balance formerly in Effect under Resolution 028 (2019/2020)	Maximum Balance in Effect Under This Resolution
State Bank & Trust	\$10,000,000	\$10,000,000
US Bank N/A	\$10,000,000	\$10,000,000
Great Western Bank	\$30,000,000	\$35,000,000
Community Bank	\$15,000,000	\$15,000,000
IPAIT	\$7,000,000	\$7,000,000
UMB Bank	5,000,000	\$5,000,000

PASSED AND APPROVED this 8th day of February, 2021, by the Nevada City Council.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __ that Resolution No. 068 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 068 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 068 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of February, 2021.

Kerin Wright, City Clerk

Item # 56
Date: 2/8/21

Tax Abatement Applications

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
Stringer (Garage)	Jeffery	BP2018-0077	1056 C Avenue
Lockhart (Garage Addition)	Aaron	BP2018-0127	1322 W 3 rd Street
Vincent (Deck, Bath remodel)	Emma	BP2019-0121	1315 2 nd Street

Item # 6A
Date: 2/8/21

CITY OF NEVADA, IOWA
1209 SIXTH STREET
PHONE: 382-5466 FAX: 382-4502
BOARD/COMMISSION MEMBER APPLICATION

NAME: TIM M. LAUGHLIN

ADDRESS: 239 S. 5TH ST, NEVADA, IA 50201

HOME PHONE: _____

WORK PHONE: _____

CELL NUMBER: 515-271-3195

E MAIL ADDRESS: TIM.LAUGHLIN@IOWA-NEVADA.COM

Please indicate your areas of interest by prioritizing them, with 1 being the highest interest, etc.

CHOICE	NAME OF BOARD	CURRENT MEETING TIMES
_____	Board of Appeals	As needed
_____	Parks and Recreation Board	3 rd Wednesday 5:15 p.m.
_____	Planning and Zoning Commission	1 st Monday 6:15 p.m.
_____	Gates Hall Board (QTLY)	2 nd Wednesday 9:00 a.m.
_____	Board of Adjustment (as called)	2 nd Tuesday 10:00 a.m.
<u>X</u>	Library Board	3 rd Monday 4:30 p.m.
_____	Historic Preservation Commission	As called
_____	Nevada Senior Community Center Commission	4 th Wednesday 8:30 a.m.
_____	Re-Development Incentive Fund Committee	As needed
_____	City Council Member	2 nd and 4 th Mondays 5:30 p.m.

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you? NO PROBLEM

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

I AM A HEAVY USER OF THE LIBRARY, UNDERSTAND BUDGETS, AND INTERACT WITH A VERY LARGE PORTION OF THE LOCAL POPULATION.

If appointed to this board, what would be some of your goals and objectives in helping this board move forward?

TO ENSURE AN APPROPRIATE SERVICE TO ALL PORTIONS OF THE COMMUNITY, CONSISTENT WITH BUDGET LIMITS

If you have any other comments you would like to share regarding your application or about yourself, please use the back of this page.

If there is no opening for a position on your board of choice, would you be interested in being considered in the future. (Circle One) Yes No

RESOLUTION NO. 069 (2020/2021)

**A RESOLUTION AUTHORIZING THE FILING OF A SPONSORED PROJECT APPLICATION
WITH THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE IOWA FINANCE
AUTHORITY STATE REVOLVING FUND FOR THE CITY OF NEVADA, IOWA**

WHEREAS, the City of Nevada, Iowa has been approved for two separate State Revolving Fund (SRF) Loan through the Iowa Finance Authority (IFA) for construction of a new City Wastewater Treatment Plant and Improvements to the Sewer Collection System, and;

WHEREAS, the City has identified several water quality problem areas within the local watersheds, and;

WHEREAS, the City and its consultant, HR Green, identified the SRF Sponsored Project program (hereafter "Program") as an opportunity to apply for funds that could be directed towards the design and installation of stormwater best management practices in the local watershed that could target water quality problem areas, and;

WHEREAS, Based on prior arrangements with staff at the SRF Program this would be the second application to be submitted, with the understanding that the previous submittal would be applied against the first loan, and this submittal applied against the second loan,

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

SECTION 1: Authorizes HR Green to file an application with the Iowa Department of Natural Resources and Iowa Finance Authority – State Revolving Fund for a Sponsored Project on behalf of the City of Nevada that, if awarded, would fund the design and installation of stormwater best management practices within the local watersheds.

SECTION 2: Authorizes the Mayor and/or the City Administrator to sign any necessary application documents for the City.

PASSED AND APPROVED this 8th day of February, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 069 (2020/2021) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 069 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 069 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of February, 2021.

Kerin Wright
City Clerk
W:\Office\Council\Resolutions\2020-2021\069-SRF Sponsored Proj Application, 2.doc

**Clean Water SRF
WATER RESOURCE RESTORATION
Sponsored Projects**



APPLICATION COMPLETENESS CHECKLIST

- ☒ Pre-application consultation held May 19, 2020 (date – must be by December 18, 2020)
- ☐ Application and required attachments (in pdf format) submitted electronically via e-mail, sent by 4:00 p.m. on March 1, 2021.
 - ☐ (If submitting application by mail, a hard copy with original signatures and media containing electronic files must be postmarked by **March 1, 2021**)
- ☐ Application signed by authorized official
- ☒ CWSRF wastewater project is eligible
- ☐ Acquisition of Property Form signed by authorized official
- ☐ Authorizing resolution passed by the wastewater utility's governing board for the sponsored project application
- ☐ Identification of any third-party entity involved and the potential need for a 28E agreement between the utility and the qualified entity
- ☒ Identification of water quality organization and any other parties and their expected contribution to the project
- ☒ Letters of support from project partners
- ☐ Letter from the wastewater utility's bond counsel indicating concurrence with the sponsored project concept
- ☒ Project Conceptual Plan including:
 - ☒ Identification of the waterbody, watershed, and water quality concern
 - ☒ Assessment of the impacted waterbody and its watershed
 - ☒ Discussion of project goals and objectives
 - ☒ Evaluation of priority areas identified in the watershed assessment and possible water quality practices that could be implemented
 - ☒ Description of potential practices to be implemented with the expected water quality outcomes
 - ☒ Discussion of project locations, land ownership, and any plans for acquiring properties or easements
 - ☒ Proposed project schedule with major milestones, and discussion of the associated infrastructure project schedule
 - ☒ Proposed evaluation procedures and measures
 - ☒ Explanation of the proposed budget
 - ☒ Discussion of maintenance for the life of the proposed practice(s)
- ☒ Preliminary communication plan

Clean Water SRF

WATER RESOURCE RESTORATION

Sponsored Project Application



Application Instructions:

- Review and follow the application requirements in the Sponsored Project Application Process and Guidelines.
- Please print or type the information on the form.
- Complete each section of the application form.
- Sign the application.
- Attach supporting documentation.
- Scan and submit the entire application, with attachments, in PDF form to lee.wagner@dnr.iowa.gov. OR, if attachments are too large to transmit, e-mail the application form only and mail the complete application per instructions below.

Application must be e-mailed by 4:00 p.m. on March 1, 2021

- **If submitting application by mail**, send the application form with original signatures, all attachments, and media storage device containing electronic files to the following address:

State Revolving Fund
Iowa Department of Natural Resources
Wallace State Office Building, 502 E. 9th Street
Des Moines, IA 50319-0034

Must be postmarked by March 1, 2021

Section 1: Applicant Information

(This information relates to the wastewater utility that will be the Clean Water SRF borrower.)

Applicant Name:	City of Nevada
Mailing Address:	1209 6 th Street
City, State, Zip + 4	Nevada, Iowa 50201
Authorized Representative:	Brett Barker
Signature:	
Title:	Mayor
Telephone Number:	515-382-5466
E-mail:	mayor@cityofnevadaiaowa.org

Section 2: SRF Project Status



<p>Choose One</p>	<p><input checked="" type="checkbox"/> The project is on the CWSRF Intended Use Plan and is in the "Planning" phase, SRF Number CS192094501.</p>
	<p>The City of Nevada intends to take two separate loans related to the listed IUP. The first loan is estimated to be \$38.727M (construction of new WWTP), and the second loan is estimated to be \$10.0M (construction of new sanitary force main).</p>
	<p>Based on prior arrangements with Lee Wagner (SRF Nonpoint Source Program Planner), this sponsored project application is being submitted twice. A previous submittal of this Sponsored Project application was submitted for the September 1, 2020 application deadline and was recommended for funding in December 2020. This previous submittal would be applied against the first loan.</p>
	<p>The current submittal of this Sponsored Project application is for the March 1, 2021 application deadline. This application will be applied against the second loan. No new projects have been added since the original application.</p>
	<p>The first sponsored project meeting is scheduled for February 17, 2021. Based on water quality benefits and City of Nevada priorities, awarded funds from the first sponsored project application will focus on the assessment of West Indian Creek, projects along West Indian Creek, Harrington Park, the North Basin, and the SCORE Pond facilities. Concept design for the portions of these projects that are identified and prioritized by the City and its technical partners will begin in spring of 2021. These priority projects will likely require the majority of funding from the first application. However, all projects included in the first application are in line with the City's water quality improvement goals and are still under consideration. Additional projects listed in the original application will be considered as funds are available.</p>
	<p><input type="checkbox"/> We are submitting this sponsored project application in conjunction with our CWSRF Intended Use Plan application for DNR Project Number S -</p>

Section 3: Information on the Identified Watershed and Water Quality Issues

(Summarize the information here and expand or add documentation, maps, monitoring data, and other data in the project conceptual plan attached to this application as shown in Section 7.)

Name of Waterbody:	Indian Creek
HUC Number and Name (where both wastewater utility and waterbody are located):	HUC 8: South Skunk (07080105)
Uses for the Waterbody (e.g. recreation, drinking water, other):	Indian Creek has designated uses of primary contact recreation and aquatic life use, in addition to general uses.
Water Quality Concerns (e.g. sediment, bacteria, nutrients):	sediment, nutrients, E. coli, and urban runoff.
Sources of Water Quality Data (e.g. DNR water monitoring, IOWATER, US Geological Survey, utilities, other):	Prairie Rivers of Iowa monitoring, sparse data available from Iowa DNR Water Quality Assessments (ABDNet), Iowa DNR River & Stream Biological Monitoring (BioNET), Iowa DNR Water Quality Monitoring (AQuIA).
Nonpoint Source Contributions to Water Quality Concerns (e.g. urban stormwater, soil erosion, livestock operations, other):	Urban stormwater, streambank and streambed erosion, agricultural runoff and soil erosion.
Primary Water Quality Goal of the Sponsored Project:	Reduction of channel/bank erosion, nutrient loading, and urban pollutants.

Section 4: Brief Summary of Proposed Water Resource Restoration Sponsored Project

Describe the scope of the proposed project (i.e., specific solution to the water quality problem). Summarize the process of analyzing and selecting the most appropriate nonpoint source practices relating to the unique issues and characteristics of the identified waterbody and planning area. Provide additional detail in the attachments to this application.

Based on available data, field observations, and meetings with City officials and project partners, impacts to West Indian Creek, East Indian Creek, and ultimately the South Skunk River were identified including urban and agricultural runoff, streambank erosion, and limited buffering between stream channels and both urban and agricultural land use. Potential projects to improve water quality fall into five main categories: treatment of stormwater runoff, establishment of buffer zones, reduction of erosion, restoration of stream function, and restoration of soil quality. Since multiple impacts directly affect West Indian Creek, a stream assessment will be performed to provide a baseline understanding of stream condition and function in the sponsored project area. This assessment will identify and prioritize potential practice locations in the stream channel. Specific practices will be determined once the assessment is completed, but some examples of appropriate nonpoint practices include bioreactors, water and sediment control basins, bioswales, bioretention cells, constructed wetlands, and regenerative stormwater conveyances in upland areas; riparian buffer strips, filter strips, and saturated buffers; bank stabilization with reshaping, toe protection, and grade control; geomorphic design and vegetative restoration with native plants; and soil quality restoration. Once completed, the sponsored project will reduce loading and improve water quality in West Indian Creek and East Indian Creek in and around Nevada. This project application represents water quality improvements for two separate IUP loan applications by the City of Nevada. The first application submitted in September 2020 was associated with the wastewater treatment plant loan, while this second application is associated with the sanitary force main loan.

Section 5: Water Quality Organization(s) Involved In Project Planning

Organization	Contact Person	Email Address
Polk County SWCD	Jennifer Welch	jennifer.welch@ia.nacdnet.net
Prairie Rivers of Iowa	Penny Brown Huber	pbrownhuber@prcd.org
Story County Conservation	Michael D. Cox	mcox@storycountyiowa.gov

Section 6: Qualified Entity Information

Is the applicant proposing to enter into an agreement with a qualified third party entity to implement the sponsored project?

<input checked="" type="checkbox"/> No		
<input type="checkbox"/> Yes	Organization:	

Section 7: Sponsored Project Cost

Cost Category	Total Estimated Project Costs	Costs to be Covered from Other Funds	1 st Application: Costs to be Allocated from Up to 1% of SRF Loan Interest	2 nd Application: Costs to be Allocated from Up to 1% of SRF Loan Interest
Land and Easements	\$200,000.00		\$200,000.00	\$50,000
Relocation Expenses			\$0	\$-
Professional Planning Fees	\$100,000.00		\$100,000.00	\$25,000
Professional Design Fees	\$320,000.00		\$320,000.00	\$85,000
Professional Construction Fees	\$175,000.00		\$175,000.00	\$45,000
Construction	\$2,687,700.00		\$2,687,700.00	\$693,000
Equipment			\$0	\$-
Miscellaneous		In kind donation	\$0	\$-
Bond Counsel Fees	\$2,000.00		\$2,000.00	\$2,000
Contingencies	\$388,000.00		\$388,000.00	\$100,000
		Requested	\$3,872,700.00	\$1,000,000.00
		Awarded to date	\$2,000,000.00	
		Remaining to be funded	\$1,872,700.00	

Section 8: Attachments

Attachments must be submitted with the application. Applications will not be considered complete unless all required attachments are submitted.

- Authorizing resolution passed by the wastewater utility's governing board for the sponsored project application;
- Identification of any third-party entity involved and the potential need for a 28E agreement between the utility and the qualified entity;
- Identification of water quality organization and any other parties involved in the project, including a description of their expected involvement and contribution to funding, planning, design, selection, and/or implementation;
- Letters of support from project partners including a description of their involvement or contribution to the project;
- Letter from the wastewater utility's bond counsel indicating concurrence with the sponsored project concept;
- Project conceptual plans, including:
 - Clearly identified waterbody and water quality concern that are the focus of the application as well as the clearly identified watershed within which the project will be located;
 - Assessment of the impacted waterbody and the entire contributing watershed identified as the focus of the application. Include water quality data, maps, and other documentation that evaluates land use, topography, soils, hydrology, etc. adequately to identify the water quality concern being addressed, sources of the water quality concern, and priority areas contributing to the identified water quality;
 - Discussion of specific project goals and objectives for addressing the identified water quality concern and the impacted waterbody;
 - Evaluation of priority areas identified by the watershed assessment and the possible water quality practices that could be implemented, considering the unique demographic, topographic, hydrologic, and institutional characteristics of the planning area. Include discussion of how the potential project areas were selected and prioritized based on the contributions to the water quality concern identified in the assessment and other factors that were considered in the prioritization process;
 - Description of potential practices to be implemented with the expected water quality outcomes. Include drainage area and water quality volume, pollutant inputs and load reductions estimates or calculations, as applicable, for the areas where practices are proposed in the project;
 - Discussion of project locations, land ownership, and any plans for acquiring properties or easements. Proposed projects not on City owned land will need to provide a letter of support from the land owner;
 - Proposed project schedule for the associated CWSRF project and proposed sponsored project with major milestones, along with a discussion of how the sponsored project construction schedule coordinates with the infrastructure project schedule;
 - Proposed evaluation procedures and measures that will be utilized to determine the water quality improvement and overall success of the project;
 - Explanation of the proposed budget, including identification of all other potential or secured funding sources and amounts, discussion of how the project could be adjusted according to final amount available through sponsored project mechanism and other funding sources;
 - Discussion of plans to maintain the practices and how maintenance will be funded for the life of the practice.
- Preliminary communication plan indicating how information about the proposed project will be communicated to and from key audiences, such as community residents, neighbors, city council or other decision-makers, and other stakeholder groups.

Section 9: Acquisition of Property – Required Form

U.S. ENVIRONMENTAL PROTECTION AGENCY ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The City of Nevada, Iowa (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application.

1. For projects resulting in the displacement of any person:
 - a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.
 - b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.
 - c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.
 - d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.
 - e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.
2. For projects resulting in the acquisition of real property:
 - a. It will fully comply with the requirements of Subpart B of 49 CFR 24.
 - b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.
 - c. It will make every effort to acquire real property expeditiously through negotiation.
 - d. Before the initiation of negotiations it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).
 - e. Before the initiation of negotiations it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.
 - f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.
 - g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and
 - h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

Brett Barker
(Legal Name of Applicant)

By _____ (Date)

(Signature of Authorized Representative)

Executive Summary

The City of Nevada, located in Story County, Iowa, lies in two watersheds with most of the land area draining to West Indian Creek and the remainder draining to East Indian Creek. Both East and West Indian Creek drain to Indian Creek and ultimately the South Skunk River. Runoff generated by urbanized Nevada and the surrounding area drains both to numerous small, unnamed tributaries, and to West Indian Creek directly. The City and its project partners have identified a number of priority subbasins within city limits where runoff, sediment, and erosion are contributing to water quality impairments downstream in West and East Indian Creek and their unnamed tributaries.

An initial field assessment was conducted in March of 2020. During this investigation, both urban (sedimentation, erosion, debris) and downstream impacts (bank incision, erosion, and instability) were observed. Several potential project areas were identified and reviewed based on conversations with city staff and community leaders, potential water quality impact, and location feasibility.

Based on additional desktop watershed assessments, priority subbasins were identified, and associated pollutant-loading estimates were made for major runoff pollutants. From these additional assessments, a potential project list was developed and reviewed for technical feasibility. Project opportunities have been identified on the property of multiple landowners including the City, its project partners, and private landowners. Potential projects could be placed at multiple alternate locations depending on availability of land. Similarly, within each potential project area, practices may be scaled in size and scope, based on available funding and landowner cooperation.

The potential sponsored project funding award for water quality practices will align with the City's vision for improving both the health of the regional water and land and strengthening the local community. Major goals of this sponsored project include minimizing the impact of the built environment to downstream water quality, treating stormwater runoff with water quality improvement practices, and providing the community and local students with opportunities to interact with nature and water quality practices.

The proposed projects will begin with more in-depth assessments of impacts and priority concerns, along with development of concept plans for water quality improvement practices (e.g., bioswales, bio-retention, stream buffers) to address non-point source pollutants, and channel restoration plans to address current erosion issues. Practices will be implemented both upstream in the catchment and downstream at the outfall where possible. Potential projects will focus on urban runoff from target watersheds with higher pollutant loading estimates and areas with identified priority erosion concerns. These projects will be additionally vetted by the City and its project partners for technical viability, water quality impact, and community feasibility.

This Project Narrative & Watershed Assessment is being provided to support two applications to the SRF Sponsored Project program. The first was submitted in September 2020. The second (this application) will be submitted in March 2021.

Legend

- Basin Boundaries
Nevada City Limits
Drainage District Infrastructure
Stream Centerlines
Rail Lines

Potential Projects

- | | |
|------|--|
| 1 - | West Indian Creek Channel Restoration (multiple locations) |
| 1a - | Channel Restoration near City Cemetery |
| 1b - | Removal of Existing Structure |
| 2 - | Tributary to West Indian Creek Channel Restoration |
| 3 - | Constructed Wetland in North Pond Basin |
| 4 - | Wilson Pond Reconfigure to Unified Sizing Criteria |
| 5 - | SCORE Bioretention and Permeable Pavement |
| 6 - | Constructed Wetland in Harrington Park Basin |
| 7 - | Restore Riparian Vegetation (multiple locations) |
| 9 - | Soil Quality Restoration (multiple locations) |
| 10 - | Agricultural BMP's (multiple locations) |



MAP 11



HiGreen

Service Layer Credits: USDA NAIP, Iowa State

Item # 3B
Date: 2/8/21



5835 Wentz Hwy Road | Suite 200 | Johnston, IA 50131
Main 515.279.0043 Fax 515.279.0046

February 8, 2021

Mr. Jordan Cook
City of Nevada, Iowa
1209 6th Street
Nevada, Iowa 50201

Re: WWTF Improvements – Phase 1: Partial Payment Application #2 Recommendation

Dear Jordan:

Partial Payment Application #2 for the above project was received and reviewed by our office. Wenthold Excavating is requesting payment for: Mobilization; Influent Trunk Sewer, Trenched, Optional Materials, 30-inch; Influent Trunk Sewer & Effluent Outfall Sewer, Trenched, DIP, 30-inch (as stored materials); and Sanitary Manhole, SW-301, 60-inch line items.

We agree with the items requested for payment within the period covered by Partial Payment Application #2. Also, all certified payrolls have been received for the work requested in the period covered by Partial Payment Application #2 and there are no outstanding issues.

Overall, we recommend payment in the amount of \$93,468.12 (corrected for rounding error) as requested for this partial payment application. If approved, please execute all copies, keep one for your records, return one to Wenthold, and return one to HR Green. Please contact me with any questions regarding this partial payment application.

Sincerely,
HR GREEN, INC.

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

Michael Roth, P.E.
Project Manager

Enclosures

Cc: Cory Wenthold, Wenthold Excavating (via email)
Bryan Spriggs, Wenthold Excavating (via email)

TO OWNER: City of Nevada

ALA DOCUMENT G702

PAGE ONE OF 1 of 2 PAGES

FROM CONTRACTOR: Wenthold Excavating LLC

PERIOD TO: 1/31/2021

PROJECT NOS:

CONTRACT FOR: Nevada WWTF

CONTRACT DATE: 10/21/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,133,757.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,133,757.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 285,237.50
5. RETAINAGE:
 - a. 5% of Completed Work \$ 8,365.25
 - b. (Column D + E on G703) \$ 14,261.88
 - c. 5% of Stored Material \$ 5,896.63
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 14,261.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 270,975.63
8. CURRENT PAYMENT DUE \$ 270,975.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 177,507.50

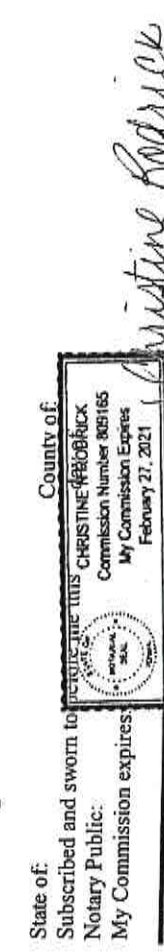
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months			
Total approved this Month			
Number	Date Approved		
Totals			
NET CHANGES by Change Order			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor 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: *Cory W. Wenthold*

By: *Cory W. Wenthold* Date: 2/2/2021

State of: *California*
Subscribed and sworn to before me this *21st* day of *February*, 2021.
Notary Public: *Christine Rodrick*
My Commission expires *February 27, 2021*



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 93,468.12

General Contractor By: _____ Date: _____

Progress Estimate - Unit Price Work

Owner:	City of Nevada	Contractor's Application for Payment
Engineer:	HR Green, Inc	Owner's Project No.:
Contractor:	Wenthold Excavating LLC	Engineer's Project No.:
Project:	Nevada WMTF	Contractor's Project No.:
Contract:	Nevada WMTF, City of Nevada	

Application No.: 2		Application Period: From 12/31/20 to 01/31/21		Application Date: 01/25/21								
Bid Item No.	Description	Item Quantity	Units	Contract Information		Application Date: 01/25/21						
				E	F	G	H	I	J	K	L	
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)	
Original Contract												
1	Mobilization	1	LS		47,000.00		27,125.00		27,125.00	58%	19,875.00	
2	Construction Survey	1	LS		3,500.00		-		-	0%	3,500.00	
3	Clearing & Grubbing	1	LS		1,500.00		1.00		1,500.00	100%	-	
4	Excavation, Class 10 Reuse on site	75800	CY		1.80		15,390.00		27,702.00	20%	108,738.00	
5	Topsoil, Onsite, Strip, Salvage & Spread	37800	CY		3.50		9,010.00		31,535.00	24%	100,765.00	
6	Influent Trunk Sewer, Trenched, Optional Materials, 30 in	3416	LF		129.25		303.48		107,457.50	59%	75,560.50	
7	Influent Trunk Sewer & Effluent Outfall Sewer, Trenched, DIP, 30 in	237	LF		300.00		-		49,700.00	64%	28,510.00	
8	Effluent outfall Sewer, Trenched, RCP, 30 in	490	LF		117.00		-		-	0%	57,330.00	
9	Storm Sewer, Trenched, TCP (III), 54 in	282	LF		230.00		-		-	0%	64,860.00	
10	Sanitary Outfall, RCP Pipe Apron, Type 1, 30 in	1	EA		3,487.00		-		-	0%	3,487.00	
11	Storm Sewer, RCP Apron, Type 2, 54 in	3	EA		8,665.00		-		-	0%	20,955.00	
12	Footings for Concrete Pipe Apron, Type 1, 30 in	1	EA		1,540.00		-		-	0%	1,540.00	
13	Footings for Concrete Pipe Apron, Type 2, 54 in	3	EA		2,500.00		-		-	0%	1,540.00	
14	Triple 54" Culvert Headwall	1	LS		70,000.00		-		-	0%	7,500.00	
15	Sanitary Manhole, SW-301, 60 in	5	EA		20,150.00		1.00		20,150.00	20%	80,600.00	
16	Sanitary Manhole, SW-301, 60 in, Flat Top	1	EA		22,000.00		-		-	0%	22,000.00	
17	Seeding, Fertilizing & BFM Mulching - Type 5	35	AC		2,700.00		-		-	0%	94,500.00	
18	SWPPP Management	1	LS		3,900.00		0.15		585.00	15%	3,315.00	
19	Silt Fence, Installation	25700	LF		44,975.00		8,276.00		14,483.00	32%	30,492.00	
20	Silt Fence, Maintenance	25700	LF		0.10		-		-	0%	2,570.00	
21	Silt Fence, Removal	25700	LF		0.10		-		-	0%	2,570.00	
22	Rip Rap, Class E, Outfall Apron & Bank Protection	249	TON		63.00		-		-	0%	15,687.00	
23	Rip Rap, Class E, Triple 54" Dissipation	375	TON		63.00		-		-	0%	23,625.00	
24	Rip Rap, Macadam Stone, Triple 54" Dissipation	94	TON		40.00		-		-	0%	3,760.00	
25	Rip Rap, Class E, Triple 54" Inlet Protection	60	TON		61.00		-		-	0%	3,760.00	
26	Stabilized Construction Entrance	1	EA		5,000.00		1.00		5,000.00	100%	-	
27	Concrete Washout	1	EA		3,000.00		-		-	0%	3,000.00	
Original Contract Totals				\$	1,133,757.00		\$	117,932.50	\$	285,237.50	\$	848,519.50

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	160473
Contractor's Project No.:	208

Owner's Project No.:	
Engineer's Project No.:	160473
Contractor's Project No.:	208



Customer # 234062
 Order # N378112
 Date Ordered 11/19/20
 Job # 2035NV
 Job Name NEVADA WWTF
 Purchase Order # 2035NV
 Method of Shipment DIRECT
 Contract Order # N378086
 Ordered By MATT
 Ship Via

Sold To:
 ON TRACK CONSTRUCTION LLC
 PO Box 524
 Nevada, IA 50201 0524

Ship To:
 ON TRACK CONSTRUCTION LLC
 WASTEWATER TREATMENT FACILITY
 270TH ST & 19TH ST
 MATT 515-451-6719
 NEVADA, IA 50201

Branch:
 DES MOINES IA
 Branch - 223
 2800 SE Gateway Dr
 Grimes, IA 50111

Phone: 515-986-4000

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
330	013052TP401	30 TJ CL52 DI PIPE P401	280	280		177.50000	FT	49700.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:
 WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D
 BID # 1503939 C/O # N378086
 BID NM: NEVADA-WWTF IMPROVEMENTS PH 1

Total Shipped: 49700.00
 Total Ordered: 49700.00
 Tax Amount: .00
 Other Charges: .00
 Total: 49700.00

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

RESOLUTION NO. 070 (2020/2021)

**A RESOLUTION APPROVING JOHNSON CONTROLS AGREEMENT TO PROVIDE
MANAGED ACCESS CONTROL SERVICES FOR THE WATER PLANT**

WHEREAS, The City of Nevada would like to enter into an agreement with Johnson Controls to provide Managed Access Control Services for the Water Plant Security System; and

WHEREAS, the City of Nevada desires to engage Johnson Controls to provide hosting services for the Water Plant System; and

WHEREAS, Johnson Controls, has provided the attached Commercial Sales Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Johnson Controls Commercial Sales Agreement (Exhibit attached) between the City of Nevada and Johnson Controls. City Administrator, Jordan Cook, is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 8th day of February, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 070 (2020/2021) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 070 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 070 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of February, 2021.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2020-2021\070-Johnson Controls, WTR Brivo agreement.doc



COMMERCIAL SALES AGREEMENT

TOWN NO.
0026-DES MOINES, IA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-50PCD93

DATE: 11/16/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")
Brandon Karlin
11318 Aurora Ave,
Des Moines, IA 50322
Tele. No.

City of Nevada
d/b/a: City Hall
("Customer")
Customer Billing Information
1209 6th St,
Nevada, IA 50201
Attn:
Tele. No.

Customer Premises Served
1231 W Lincoln Hwy,
Nevada, IA 50201
Attn: Karen Wright
Tele. No. (515) 382-5466

This Commercial Sales Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. **CHARGES AND FEES; TAXES:** Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit"), if any, set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges per annum set forth in the SCOPE OF WORK/SCHEDULE OF PROTECTION (the "Annual Service Charges"), payable in advance Quarterly plus applicable Taxes for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Johnson Controls the Installation Charge and Fees, and Taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and may increase prices upon notice to customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full. Invoices are payable on or before the payment due date specified in the invoice. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. All other amounts remain due as specified in the invoice. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. **ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE:** This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]



COMMERCIAL SALES AGREEMENT

TOWN NO.
0026-DES MOINES, IA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-50PCD93

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL
HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL
HERE _____

CUSTOMER: _____

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Brandon Karlin
Sales Representative Registration Number (if applicable): _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0026-DES MOINES, IA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-50PCD93

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

No Service Selected

Video Surveillance Services:

No Service Selected

Managed Access Control Services:

Hosted Access Service PROVIDED

Video Equipment:

No Service Selected

Maintenance Service Plan; Preventive Maintenance/Inspection:

No Service Selected

Additional Services:

No Service Selected

C. **Equipment to be Installed ("Equipment"):** Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

D. **CHARGES AND ESTIMATED TAX:**

1. **Installation Charge:**

Installation Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$0.00
Installation Deposit Amount:	\$0.00

2. **Annual Service Charge:**

Annual Service Charge Amount:	\$1,000.00
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$1,000.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Kerin Wright/City Clerk/1209 6th St., PO Box 530/City of Nevada, IA/Pop. 6798/KWright@cityofnevadaiaowa.org/www.cityofnevadaiaowa.org (515-382-5466)

System Operation: Johnson Controls Security Proposes to Renew the Brivo Hosted Services for the City of Nevada Water Treatment Plant. Customer is opting out of Maintenance on existing equipment and will pay for service calls on a time and materials basis.

Programming Info:

Site Conditions: Existing Location

Existing Equipment: Brivo Panels- ADT Select converted to BRIVO Hosted.

Customer Expectations: Customer expects a renewal of Brivo Hosted services and a Discontinuation of maintenance services. I

Training Expectations: None- Customer already trained

General Comments: Renewal of Brivo Hosted services.

Customer Responsibilities / Johnson Controls Exclusions: Upon execution of renewal, Customer will become responsible for maintenance of access control system on a time and materials basis. I

Documentation Needs: N/A

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Johnson Controls agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank - Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Customer may use the service to help control access to its facilities through Johnson Controls' web-based portal. Additional details may be found on <https://hostedaccess.johnsoncontrols.com>

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services - No Upgrades. Intentionally left blank - Services have not been purchased.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank - Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank - RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). If HID SEOS Mobile Credential Service is purchased, the following terms shall govern Customer's use of the Service and shall survive termination or expiration of the Agreement. 1. Johnson Controls will provide customer with the ability to utilize HID SEOS Mobile Credential Service in their physical access control environment. As used herein the term "Data" shall mean any data or information used/required by Customer to manage or run its access control system, including, but not limited to, information used to authenticate users and permit access to Customer's premises. To the extent that the "Service" to be provided include hosting, storage, management, or conversion of Customer Data, or (5) updates or upgrades to Customer's access control system software and/or associated data/database, Customer understands and agrees that (a) during performance of the Service, any Data converted into a format compatible with the database, or placed or stored within the database may be lost, damaged, or compromised; (b) Customer is responsible to take appropriate measures to protect the Data prior to receiving or using the Service, including, but not limited to, masking personally identifiable information and performing backups; (c) Johnson Controls will take reasonable technical, administrative and information security measures to protect the Data; and (d) Johnson Controls will not be held responsible or liable for any loss, damage, or claims arising from or out of the loss or compromise of any Data. 2. In connection with Customer's use of and Johnson Controls' provision of the Service, Customer, Johnson Controls, and/or Johnson Controls' Subcontractors, may transmit, record, store, provide and/or receive unencrypted Data ("Transmissions") via the Internet. Johnson Controls and/or its Subcontractors may store such Transmissions in off-shore facilities. Johnson Controls does not warrant the integrity, accuracy, confidentiality, or security of such Transmissions with regard to unauthorized use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases Johnson Controls of and from all Security Risks and any associated damages or liability arising out of or related to Data Transmissions and Data Security Risks. Customer is responsible for all Internet Service Provider and telecommunication charges incurred by Customer to facilitate Data Transmissions. 3. Customer acknowledges and agrees that Johnson Controls shall have no liability whatsoever for the content of the Transmissions or signals and/or data transmission failures regardless of (a) the cause of such transmission failure; (b) whether Johnson Controls had knowledge of or should have had knowledge of any such failure or the content of any such Transmissions; and/or (c) whether Customer has paid Johnson Controls for any such Services. Customer acknowledges that the use of radio frequencies, cellular devices, and wireless equipment may be regulated and controlled by the Federal Communications Commission and changes in rules, regulations and policies may necessitate Johnson Controls' discontinuance of any equipment, systems, or Services here under. The Customer agrees that the liability of any Johnson Controls third-party service/software provider ("Subcontractor"), including but not limited to any wireless service/equipment provider, is limited in accordance with, and such Subcontractor(s) may invoke, the provisions of this section. 4. THE CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS AND, AT ITS OWN COST AND EXPENSE, DEFEND JOHNSON CONTROLS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES AND COSTS OR EXPENSE OF ANY KIND ARISING OUT OF OR FROM ANY DATA CONVERTED, STORED, HOSTED, OR TRANSMITTED BY, TO, OR FROM JOHNSON CONTROLS OR ITS SUBCONTRACTORS OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR USE OF ANY SUCH DATA BY ANYONE, INCLUDING, BUT NOT LIMITED TO, CAUSES OF ACTION FOR IDENTITY THEFT, PERSONAL INJURY, FALSE ARREST, FALSE IMPRISONMENT, OR MALICIOUS PROSECUTION.

A.18. Customer For Life Program ("Service"). Intentionally left blank - Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank - System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank - Service has not been purchased.

A.21. Audio Enabled Devices. Intentionally left blank - Equipment has not been purchased.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased.

A.25. Anyvision Devices. Intentionally left blank - Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28 Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28 Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28 Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29 CloudVue Access Services / EntraPass Go Service. Intentionally left blank - Services have not been purchased.

A.29 CloudVue Access Services / EntraPass Go Service. Intentionally left blank - Services have not been purchased.

A.30. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. If the transaction type is "Direct Sale", any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Controls's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges. 2. For "Johnson Controls-Owned" equipment/systems: (a) the equipment/systems are provided "AS IS" and without warranty; and (b) Customer is responsible to maintain such equipment/system in good working order.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

8. New York City Fire System. Intentionally left blank - covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents,

subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Johnson Controls is not an insurer. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Johnson Controls' services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. Johnson Controls MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Johnson Controls does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Johnson Controls. Insurance, if any, covering such risk shall be obtained by Customer. Johnson Controls shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Johnson Controls to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Johnson Controls arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, Johnson Controls is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Johnson Controls' failure to perform any of its obligations under this Agreement. If Customer requests, Johnson Controls may assume greater liability by attaching a Rider to this Agreement stating the extent of Johnson Controls' additional liability and the additional charges Customer will pay for Johnson Controls' assumption of such greater liability. However, such additional charges are not insurance premiums and Johnson Controls is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Johnson Controls' performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Johnson Controls, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Johnson Controls in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Johnson Controls harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Johnson Controls or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred. Except as provided for herein, Johnson Controls' claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. 6. The provisions of this Section E shall apply to and benefit Johnson Controls and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due is a material breach of this Agreement and shall give Johnson Controls, in addition to any other available remedies, the right to stop performing any Services and/or withhold further delivery of Equipment and other materials, terminate or suspend any software licenses, and/or terminate this Agreement and to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, Telecom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an act of terrorism as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or

copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techleims> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

N. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd, Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341, EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 - Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

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COMMERCIAL SALES AGREEMENT

TOWN NO.
0026-DES MOINES, IA

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-5OPCD93

ADDITIONAL TERMS AND CONDITIONS

DATE: 11/16/2020

Johnson Controls Security Solutions LLC ("Johnson Controls")

Brandon Karlin
11318 Aurora Ave,
Des Moines, IA 50322
Tele. No.

City of Nevada
d/b/a: City Hall
("Customer")
Customer Billing Information
1209 6th St,
Nevada, IA 50201
Attn:
Tele. No.

Customer Premises Served
1231 W Lincoln Hwy,
Nevada, IA 50201
Attn: Karen Wright
Tele. No. (515) 382-5466

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions

A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.

Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Brandon Karlin

Sales Representative Registration Number (if applicable): _____

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

(Name Printed)

Title: _____

Date Signed: _____

RESOLUTION NO. 071 (2020/2021)

A RESOLUTION APPROVING MEDIACOM BUSINESS RENEWAL/UPGRADE SERVICES AGREEMENT TO PROVIDE INTERNET SERVICES FOR THE CITY

WHEREAS, The City of Nevada would like to renew and upgrade the internet services provided by Mediacom Business; and

WHEREAS, the City of Nevada desires to renew for an extended one-year period and upgrade to Prime 1 Gig; and

WHEREAS, Mediacom Business, has provided the attached Commercial Facilities Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Mediacom Business Commercial Facilities Agreement (Exhibit attached) between the City of Nevada and Mediacom Business. Mayor Brett Barker is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 8th day of February, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 071 (2020/2021) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 071 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 071 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of February, 2021.

Kerin Wright, City Clerk

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**MEDIACOM
BUSINESS****BUSINESS FACILITIES AGREEMENT FOR CATV, MEDIACOM ONLINE SERVICES AND MEDIACOM BUSINESS PHONE
(RENEWAL/UPGRADE)**

MCC Telephony of Iowa, LLC ("**Mediacom**"), City of Nevada Iowa (**Customer**"), Billing Address: PO Box 530 Nevada, IA 50201. Premises: The real estate and improvements commonly known as City of Nevada located at 1209 6th St Nevada, IA 50201 (the "**Premises**").

Mediacom operates a cable television system serving an area that includes the Premises (the "**System**"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "**Mediacom Services**." Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "**Services**") solely for use by Owner, employees and invitees while on the Premises.

This Agreement, MC-512761, contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "this Agreement" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "**General Terms**"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Term of Service*	1 Year				
Product Description	Quantity	Monthly Rate/service	Total Monthly Rate	Install/Setup Fee	
Static IP (Qty 5)	1	\$19.95	\$19.95	\$0.00	
Prime 1 Gig (1Gig/30 Mbps)	1	\$389.95	\$389.95	\$0.00	
		Totals:	\$409.90	\$0.00	

Monthly Rate and listed charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or surcharges from time to time levied upon the services or other items furnished, which will be added to invoices and are due upon activation of the applicable service.

START DATE; EVALUATION PERIOD: Promptly after the Effective Date (as defined below), Mediacom will conduct a more detailed evaluation of the actions and items (such as easements) needed to provide any upgrade or additional Service and a more precise accounting of its related costs, and Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service on the terms stated herein. Accordingly, by notice to Customer given within 20 business days after Mediacom has signed this Agreement, Mediacom may elect to terminate this Agreement without further liability or obligation. If Mediacom does not exercise such termination right, it will provide Customer with an estimate of the Start Date (as defined below) and any construction costs associated with providing Service. Unless otherwise agreed to, construction costs are recovered in the price of the Service. However, in the event that Customer cancels the Service between the Effective Date and the Start Date and Mediacom has expended dollars to construct to Customer, Customer agrees to reimburse Mediacom for such construction costs as a condition of cancellation. Mediacom will advise Customer of a new estimated Start Date if it becomes aware that there will be a significant delay beyond the original estimated date. If the Start Date does not occur within 90 days after the original estimated Start Date, Customer may, as its sole right and remedy, terminate this Agreement by giving Mediacom written notice within seven days after such 90-day period expires, unless the delay results from Customer's act or omission or any force majeure event. The "**Start Date**" will be the first date that the Service is made available by Mediacom for regular use at the Premises as specified in a written notice from Mediacom to Customer.

SERVICE AND AGREEMENT TERMS: Unless earlier terminated pursuant to this Agreement, for billing purposes, begins on the Start Date and ends the number of months in Service Term following the Start Date. This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "**Renewal Term**", with all Renewal Terms and the Initial Term collectively being the "**Term**") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

By its signature below, each party acknowledges that it has read this Agreement, including the General Terms and incorporated terms located at https://mediacombusiness.com/MediacomBusiness_General_Terms_8.pdf, and agrees to its terms effective as of date signed by Customer ("Effective Date").

MCC Telephony of Iowa, LLC
Mediacom

City of Nevada Iowa
Customer

Signature

Signature

Brett Barker

Printed Name

Printed Name

Date

Date

Notification email: ccbus@mediacomcc.com
5230

Name(s) of Authorized Representatives for Customer: Jonathan McKittrick jmckittrick@mediacomcc.com 800-379-7412 ext

MEDIACOM BUSINESS

Commercial Facilities Agreement For CATV,

Mediacom Online Services, Managed Wi-Fi and Mediacom Business Phone—General Terms

1. Access to Premises

Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to the Premises, adequate secured space in the Premises for the cable, wiring, equipment and other items supplied by Mediacom ("Mediacom Facilities") and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency.

2. Purchase of Services; No Resale

Other than Customer's authorization of Service to End Users for use in accordance with this Agreement, Customer shall not, and shall not permit any End User or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide or extend any Service for secondary uses in any location other than the Premises or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party's copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

3. Fees and Charges

Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished (excluding taxes on Mediacom's income). All recurring Monthly Service Fees are billed in advance. Nonrecurring charges are due at time of service. If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System's full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date. All fees and other amounts may be billed and will be due in accordance with Mediacom's standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys' fees and other reasonable costs and expenses of collecting any overdue amount. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to customers receiving comparable service. Mediacom may charge Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

4. Relationships With End Users

Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to End Users, including connecting or disconnecting the Service. Usage of any Service by any End User or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom's applicable subscription or customer agreement, terms, conditions and policies, as from time to time in effect and modified or replaced by Mediacom in its discretion ("Subscriber Terms"). Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms.

5. Equipment

5.1 Customer Premise Equipment Supplied by Mediacom

If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed on the Premises ("CPE") with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full ("Purchased Equipment"). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. On the date that the Service Term ends for any reason, Customer shall promptly return any and all CPE in Customer's possession or control (other than Purchased Equipment) to Mediacom.

5.2 Equipment Not Supplied by Mediacom

In addition to a cable modem, use of the Service requires that a User supply their own computers, Ethernet devices (if required) and operating systems that meet our technical requirements, and Customer acknowledges that Mediacom has made those requirements available to Customer before the execution and delivery of this Agreement. If the Service cannot be used because of the incompatibility of any of such items with the Service, Customer will remain liable for all fees and charges under this Agreement. Customer is solely responsible for any unavailability, degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer or any User resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item. The fact that we rent, sell, recommend, require or approve a cable modem, computer, operating system or other item for use in the Service does not make us responsible if it has defects or problems. It is strongly recommended

MEDIACOM BUSINESS

that the number of computers connected through a proxy or hub not exceed five computers per modem. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

6. User Software

In connection with the Service, Mediacom may periodically require or permit Customer to download, install or use software or firmware and related documentation ("Software") that is (or claimed as) the intellectual property of Mediacom or of one or more of its affiliates, licensors or suppliers ("our Licensors"). Use of any such Software is governed by this Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("Additional Terms").

7. Certain Obligations of Customer.

Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any End User or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing.

8. Mediacom Business Phone

8.1 Tariffs

Telephone Services may be provided pursuant to rates, terms, and conditions contained in tariffs on file with state and/or federal regulatory authorities, and Mediacom may amend such tariffs and Telephone Service shall be subject to such tariffs, as amended.

8.2 International Services

If Customer wishes to subscribe to or use International Calling Services from Mediacom, Customer may activate that function by providing Mediacom a credit card number to secure payment for such services. Customer will be billed for all services including International Calling monthly and shall pay all invoices timely.

8.3 Customer Proprietary Network Information ("CPNI")

Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to Mediacom by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. Mediacom will not use, disclose, or permit access to Customer's CPNI except in connection with the provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. The Federal Communications Commission ("FCC") has adopted additional rules in 47 C.F.R. § 64.2010 that would restrict our ability to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to our offices, and that would regulate our ability to provide customers with account access over online portals. However, the FCC permits business customers and their telephone service providers to agree to more flexible customer authentication methods that are better suited for an efficient business relationship. Customer hereby agrees that its dedicated account representative assigned by Mediacom and Mediacom's personnel who are responsible for commercial accounts may disclose your CPNI or make changes to your account at the request of persons that they reasonably believe to be your authorized representatives, that Mediacom may provide online access to your CPNI in any commercially reasonable manner, and that the requirements of Section 64.2010 of the FCC's rules shall not apply to the relationship between Mediacom and Customer.

9. Mediacom Online Service

9.1 Services

The Services may be used only by Customer's authorized users while physically present at a Service Location or Premises, except that Customer may allow its employees to also access the Service through Customer's internal network from authorized remote locations. The only authorized users of the Service are your employees and persons whom you allow to use the Service while at a Service Location in furtherance of a commercial relationship with you. Neither you nor any User may directly or indirectly (i) resell the Service to any person in any manner, or (ii) use the Service in support of or otherwise in connection with the sale of any telecommunications, Internet access or television or other video or music service to third parties. Customer is responsible for providing technical or other support required by any User. "User" means you and any other person that uses or accesses any Service, whether or not authorized. You are responsible for restricting use of the Service to authorized Users for authorized purposes. Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult. Inclusion in this Agreement of references to Users does not give any User any right or remedy.

9.2 IP Addresses

Unless the ISP Features expressly include assignment of static IP addresses, IP addresses related to the Service will be dynamically assigned. IP addresses are subject to the policies and procedures of any third party from whom Mediacom obtains such addresses and of the Internet Assigned Numbers Authority, the registrar authorizing the use of the IP addresses, and the Internet Engineering Task Force, the issuing registrar. Mediacom

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makes no representations or warranties regarding: (i) the ability to obtain or to continue to use any particular IP addresses, or (ii) the route ability of any IP addresses. Customer's use of all IP addresses allocated to Customer by Mediacom must cease upon expiration or termination of this Agreement. All IP addresses assigned by Mediacom will continue to be the property of Mediacom or its suppliers, are not transferable by Customer and must be relinquished by Customer upon the expiration or termination of this Agreement.

9.3 Acceptable Use Policy

(a) Use of the Service by each User must comply with Mediacom's Business Acceptable Use Policy (the "BAUP"). The BAUP is posted online at business.mediacomcable.com/baup and any future changes will be posted there or at another Webpage we designate by notice to Service customers. Since the BAUP may be revised periodically, Customer and other Users should regularly visit the appropriate webpage to be sure the most recent version is being followed. The Service shall not be used by Customer or any other User in any way that violates any law, infringes, violates or constitutes a misappropriation of any person's intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its suppliers, contractors, agents or affiliates to liability. Mediacom shall not be liable to Customer or any other User for any action we take if we believe that Customer or any other User has violated the BAUP, any law or regulation or any third-party rights. Customer agrees that those actions may include immediate suspension or termination of the Service or removal of or restriction of access to content or material. We may take those actions without notice to Customer or any other User. The Service may also be subject to blocking if used in a manner that places a disproportionate burden on the Mediacom Network or any of the Shared Networks, impairs services received by other customers or otherwise adversely affects Mediacom, its service providers or any of the Shared Networks. (b) Subject to applicable law, Mediacom may, at any time and periodically modify or replace our Acceptable Use Policy. Mediacom will give Customer at least ten days' prior notice of any such changes that, in our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at business.mediacomcable.com/baup (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means. Customer will ensure that all Users are informed of and comply with the terms of this Agreement, including Mediacom's AUP. Customer will be liable for any non-compliance by any User.

9.4 Risks of Internet Usage

The Service enables access to the Internet and, therefore, to the Websites and content of third parties, some of which may be offensive to Customer or some Users or may violate law or protected rights of others. Third parties may misuse the Internet, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Use of the Internet may result in the introduction into Customer's or a User's computers or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and Customer fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, to protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Use of the Service is at your and each User's own risk, whether or not you use any security, antivirus or other software, technology or method at our recommendation or otherwise.

10. Termination

If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 60 days' prior written notice.

11. Effects of Termination

Upon expiration or termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and End Users must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (iv) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (v) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely.

12. Warranty Disclaimer

To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

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13. Outages, Etc.

Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any End User or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Premises for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the Monthly Service Fee for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

14. No Consequential Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

15. Limit On Direct Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

16. Essential Element Of The Bargain

Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

17. Indemnification

Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any End User or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any End User or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

18. Liquidated Damages

The parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the full Service Term or obligations under Section 9. In the event of any such breach, Mediacom, in addition to exercising its termination rights, may elect as a remedy payment by Customer to Mediacom, as liquidated damages and not as a penalty the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term.

19. Arbitration

(a) Any and all claims or disputes (a "Claim"), including any past, present or future claims or disputes shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this Arbitration Provision and the procedures of the National Arbitration Forum ("NAF") <http://www.adrforum.com/> or the American Arbitration Association ("AAA") <http://www.adr.org/>, as selected by the party electing to use arbitration. (b) If you do not wish to be bound by this arbitration clause, you must notify Mediacom in writing within 60 days after receiving a copy of this Agreement (Mediacom Legal Department, One Mediacom Way, Mediacom Park, NY 10918). (c) Whoever files the arbitration pays the initial filing fee. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. (d) Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award. (e) The arbitrator shall strictly enforce this Agreement and may not modify its terms. Except to the extent provided by substantive law, the arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction. (f) Neither party is precluded from seeking interim injunctive relief from a court in order to preserve the status quo, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or resorting to court proceedings to enforce the other party's compliance with this Section 19. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having

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jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees. (g) If any provision of this arbitration agreement should be found invalid or unenforceable by an arbitrator or court having proper jurisdiction, such a determination shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect. However, this entire Section 19 shall be null and void with respect to any Claim if the "Class action waiver" paragraph above is held to be invalid or unenforceable with respect to such Claim by an arbitrator or court having proper jurisdiction.

20. Miscellaneous

20.1 Independent Contractors; No Agency; Service Changes; Service is Non-Exclusive

The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, nonwaivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may alter the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webspace, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis.

20.2 Force Majeure

Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

20.3 Persons Bound; Assignability; No Third Party Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No End User or other person is a third-party beneficiary of this Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any End User.

20.4 Severability

If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

20.5 Governing Law; Waiver of Jury Trial; No Class Actions

This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

20.6 Entire Agreement

Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

20.7 Amendments; Waivers; Counterparts

Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts,

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each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

20.8 Specific Performance

Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed, and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

20.9 Remedies Are Cumulative

Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

20.10 Binding Agreement

Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

20.11 No Disclosure of Terms, Etc.

Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or bona fide prospective purchaser of the Premises.

20.12 Notices

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

20.13 Certain Rules of Interpretation; Further Assurances

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "person" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

20.14 Regulatory Change

If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

ADDITIONAL TERMS OF SERVICE FOR MEDIACOM BUSINESS MANAGED WI-FI SERVICE AND HOTSPOT USE**21. Mediacom Managed Wi-Fi****21.1 Wi-Fi Service**

Mediacom Business Wi-Fi supported by a Mediacom Business-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Premises ("Wi-Fi Network"), for which Customer may be charged a fee consistent with Mediacom's then-current practices. Customer must purchase Mediacom Online Service in order to receive Mediacom Business Managed Wi-Fi. The Mediacom provided Wi-Fi router comes programmed with certain default settings and configurations for the Wi-Fi Network. Customer may modify the default settings and configurations on the Mediacom provided Wi-Fi router although Mediacom Business recommends maintaining the default configuration and settings. Mediacom does not guarantee the security of the Mediacom provided Wi-Fi router and Customer's connection to the Online Service via the Wi-Fi Network. Customer understands and agrees that Customer is solely responsible for the security of

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its Wi-Fi Network and must enable and use encryption in order to access Mediacom provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Mediacom accepts no liabilities for any third-party usage.

21.2 Mediacom Business Wi-Fi Router

The Mediacom provided Wi-Fi router will collect and maintain certain information regarding access to and use of the Wi-Fi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Mediacom to provide the Online Service and support, as well as for Mediacom's internal business analytics regarding the use of the Online Service. Customer acknowledges and agrees that Mediacom shall have access to the network name and password associated with the Mediacom provided Wi-Fi router in order to provide support and diagnostic services. Mediacom reserves the right to modify the Wi-Fi network name and password for the Mediacom provided Wi-Fi router in order to safeguard internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Online Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane Wi-Fi Network names are prohibited and may be modified in Mediacom's sole discretion. Customer acknowledges that the Mediacom provided Wi-Fi router is considered CPE and owned by Mediacom.

21.3 Mediacom Managed Wi-Fi Hotspot

Mediacom reserves the right to configure the Mediacom provided Wi-Fi router to distribute a wireless internet access point (i.e., a Mediacom Managed publicly accessible Wi-Fi Hotspot) separate from the Wi-Fi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such Wi-Fi Hotspot and shall not be responsible for the security of the Wi-Fi Hotspot.

- a. To be eligible to receive the Wi-Fi Hotspot, Customer must be receiving Mediacom Online Service. Subject to the foregoing, Mediacom will, and Customer grants Mediacom permission to, attach, install, maintain, operate, and upgrade Wi-Fi-related equipment, cables and devices ("Wi-Fi Equipment") on and within the Premises. The Wi-Fi Equipment will be operated by Mediacom, at no cost to Customer, in order to provide the Wi-Fi Hotspot at the Premises(s). Customer agrees to provide a standard power source for operation of the Wi-Fi Equipment.
- b. Customer's use of the Mediacom Managed Wi-Fi Hotspot is subject to the following additional terms and conditions:
 - i. The Wi-Fi Hotspot made available at Premises may be accessed by Customer and its End Users through their Mediacom accounts for no additional charge.
 - ii. To access the Wi-Fi Hotspot, Customer and its End Users and patrons must have a Wi-Fi-enabled device that meets the technical specifications for the Wi-Fi Hotspot.
 - iii. Customer grants Mediacom the right to advertise, market and otherwise promote Customer's location(s) as a Wi-Fi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Mediacom's sole discretion, and Customer grants Mediacom a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
 - iv. Customer will not be entitled to receive any refunds or credits should the Wi-Fi Hotspot be interrupted or fail, regardless of the length of time during which the Wi-Fi Hotspot is unavailable.
 - v. All Wi-Fi Equipment constitutes CPE and is owned by Mediacom. Customer may not relocate or disconnect the Wi-Fi Equipment.

RESOLUTION NO. 072 (2020/2021)

**A RESOLUTION AMENDING THE NEVADA PLAN – A COMPREHENSIVE
DEVELOPMENT PLAN FOR NEVADA, IOWA**

WHEREAS, the City of Nevada adopted The Nevada Plan – A Comprehensive Development Plan for Nevada by resolution on October 27, 2003; and

WHEREAS, the City of Nevada Comprehensive Development Plan was amended on July 26, 2004 by Resolution No. 9 (2004/2005); and

WHEREAS, the City of Nevada Comprehensive Development Plan was amended on March 14, 2005 by Resolution No. 72 (2004/2005); and

WHEREAS, the City of Nevada Comprehensive Development Plan was amended on June 13, 2011 by Resolution No. 072 (2020/2021); and

WHEREAS, the Planning & Zoning Commission has completed their review of the proposed future land use map and recommends amending the Comprehensive Plan as follows:

1. To approve the amended Future Land Use Map as attached.

NOW, THEREFORE BE IT RESOLVED, that the Nevada City Council does hereby approve the proposed amendments as recommended by the Planning and Zoning Commission to The Nevada Plan – A Comprehensive Development Plan for Nevada, Iowa.

Passed and approved this 8th day of February, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 072 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 072 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 072 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of February, 2021.

Kerin Wright, City Clerk

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, Kathleen Allen, on oath depose and say
that I am the Legal Clerk of NEVADA JOURNAL, a weekly
newspaper, published at ; Ames, Story County, Iowa that the
annexed printed:

CITY OF NEVADA
Traffic Concept Amend

was published in said newspaper 1 time(s) on

January 21, 2021

the last day of said publication being the
21st day of January, 2021

Kathleen Allen
Legal Clerk

Vicky Felty
Notary Public, State of Wisconsin, County of Brown

9.19.21

My commission expires

sworn to before me and subscribed in my presence by this the
21st day of January, 2021

FEE: \$41.28
AD #: 0001387047
ACCT: 37490

VICKY FELTY
Notary Public
State of Wisconsin

#1387047
NOTICE OF PROPOSAL TO AMEND
THE COMPREHENSIVE PLAN
OF NEVADA, IOWA

The Planning & Zoning Commission of the City of Nevada, Iowa, will be reviewing proposed amendments, to the Comprehensive Plan of the City of Nevada, Iowa, by changing the Transportation Map to the map named Traffic Concept October 2020, located inside & outside the corporate limits of the City of Nevada, Iowa.

Mobility and the City Environment Page 43

Major Arterials:

Lincolnway
S-14 (West 3rd Street)
19th Street
X Avenue
Airport Road (West 18th)
Maple Street
South S Avenue
6th Street
600th Avenue
11th Street (North of T Avenue)

Collectors:

East-West

T Avenue
R Avenue
H Avenue
I Avenue
E Avenue
West A Avenue
South B Avenue
West F Avenue
South K Avenue
South G Avenue

North-South

West 13th Street
Osage Drive
2nd Street (North of
Lincolnway)
5th Street (North of T Avenue)
8th Street (North of T Avenue)
10th Street (South of T Avenue
North of E Avenue)
11th Street (South of H Avenue)
15th Street (South of Lincolnway
North of H Avenue)

There is a map available at City Hall for review.

The Planning & Zoning Commission of the City of Nevada, Iowa, will conduct a public hearing on these proposals on the 1st day of February 2021 at the Planning & Zoning Commission Meeting which is set to begin at 6:15 o'clock P.M., in Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

It is your right to attend this hearing and express your views concerning the proposed changes, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 27th Day of January, 2021.

Respectfully submitted,
City of Nevada, Iowa
Kerin Wright, City Clerk

Published in the Nevada Journal
on January 21, 2021 (1T)

NOTICE OF PROPOSAL TO AMEND THE COMPREHENSIVE PLAN OF NEVADA, IOWA

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Mobility and the City Environment Page 43

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Respectfully submitted,
City of Nevada, Iowa

Kerin Wright, City Clerk



December 9, 2020

Shawn Ludwig
City of Nevada, IA
462 8th Street
Nevada, IA 50201

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Mr. Ludwig,

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank#	Custom
3-22-2010	8 th Street Tank	500,000	Pedisphere	123008	37914

City of Nevada, IA elects to modify the Original Contract for the following new services:

SERVICES:

1. One pressure wash of tank exterior will be performed between every exterior painting with the first wash planned for 2024. A specific date shall be coordinated by all parties to perform the exterior pressure wash.
2. The Company will perform a high-pressure water wash on all exterior surfaces. The exterior of the tank from the top of the dome to the foundation shall be cleaned using equipment not to exceed 3500 PSI.
3. Owner agrees to furnish water for this exterior pressure wash. During the rinse an algacide will be added to help with future mildew build-up on the outside of the tank.
4. The cost for this additional service does not include containment, testing, or off-site disposal of sediment or debris from the tank.
5. Upon completion of the exterior pressure wash, the job site shall be left in a neat and orderly manner.

TERMS:

The annual cost for this exterior pressure wash cleaning will be an additional \$1,103.00 per Contract Year ("Additional Fee"). The invoice frequency will be quarterly, with quarterly invoice amount of \$277.00. Adjusted invoicing will begin upon acceptance of this contract addendum. The annual fee shall continue to be adjusted to reflect the current cost of service as stated in the Original Contract, and this adjustment will now include the Additional Fee.

Should City of Nevada, IA elect to cancel this addendum and/or the Original Contract, then the then-current balance of the Additional Fee shall be due and payable within thirty (30) days of the notice to cancel. The payment of the then-current balance of annual fees shall be governed by the terms of the Original Contract. Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect.

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,



Brian Kelleher
Vice President, Central Region

City of Nevada, IA

Authorizing Signature: _____ **Title:** _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ **Date:** _____



December 9, 2020

Shawn Ludwig
City of Nevada, IA
462 8th Street
Nevada, IA 50201

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Dear Mr. Ludwig,

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank#	Custom
3-22-2010	Plant Tank	500,000	Pedisphere	123005	37914

City of Nevada, IA elects to modify the Original Contract for the following new services:

SERVICES:

1. One pressure wash of tank exterior will be performed between every exterior painting with the first wash planned for 2029. A specific date shall be coordinated by all parties to perform the exterior pressure wash.
2. The Company will perform a high-pressure water wash on all exterior surfaces. The exterior of the tank from the top of the dome to the foundation shall be cleaned using equipment not to exceed 3500 PSI.
3. Owner agrees to furnish water for this exterior pressure wash. During the rinse an algacide will be added to help with future mildew build-up on the outside of the tank.
4. The cost for this additional service does not include containment, testing, or off-site disposal of sediment or debris from the tank.
5. Upon completion of the exterior pressure wash, the job site shall be left in a neat and orderly manner.
6. You will receive your first pressure wash in 2021 at no charge.

TERMS:

The annual cost for this exterior pressure wash cleaning will be an additional \$1,103.00 per Contract Year ("Additional Fee"). The invoice frequency will be quarterly, with quarterly invoice amount of \$277.00. Adjusted invoicing will begin upon acceptance of this contract addendum. The annual fee shall continue to be adjusted to reflect the current cost of service as stated in the Original Contract, and this adjustment will now include the Additional Fee.

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Vice President, Central Region

City of Nevada, IA

Authorizing Signature: _____ **Title:** _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ **Date:** _____

RESOLUTION NO. 073 (2020/2021)

**A RESOLUTION APPROVING FUEL SHARING AGREEMENT BETWEEN NEVADA
COMMUNITY SCHOOL DISTRICT AND THE CITY OF NEVADA**

WHEREAS, The City of Nevada would like to enter into the Fuel Sharing agreement with Nevada Community School District (NCSD) to purchase fuel; and

WHEREAS, In an effort to maximize efficiency the City of Nevada desires to enter into the Fuel Sharing Agreement with NCSD per the specifications in the attached agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Fuel Sharing Agreement (Exhibit attached) between the City of Nevada and Nevada Community School District. Mayor Brett Barker is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 8th day of February, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 073 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 073 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 073 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of February, 2021.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2020-2021\073-Johnson Controls, WTR Brivo agreement.doc

Fuel Sharing Agreement

Between Nevada Community School District and City of Nevada

The City of Nevada (herein referred to as City) agrees to purchase fuel from Nevada Community School District (herein referred to as NCSD) to begin March 1, 2021. Either party may end the agreement at any time with a 30-day written notice to the other.

Terms of the agreement:

- NCSD to provide fuel to the City for city-owned vehicles.
- NCSD will bill the City monthly based on fuel usage at \$0.05 per gallon above the cost NCSD pays for the fuel from the supplier.
- City will incur cost for damage or spillage caused by the City.
- City will purchase a FOB from NCSD at \$6.00 per FOB for every City vehicle to track fuel usage.
- City retains the right to purchase fuel from other sources.
- City will have access to the NCSD fuel pumps 24 hours per day, 7 days per week, with the following exceptions:
 - Monday 8:00 a.m. – 9:30 a.m. will be reserved for NCSD vehicles.
 - Tuesday-Friday 6:30 a.m. – 8:00 a.m. will be reserved for NCSD vehicles.
 - Monday-Friday 2:30 p.m. – 4:30 p.m. will be reserved for NCSD vehicles.


Board President
Nevada Community School District

2/1/21
Date Approved by School Board

Mayor
City of Nevada

Date Approved by City Council

Kerin Wright

From: Jordan Cook
Sent: Tuesday, February 2, 2021 8:30 AM
To: Kerin Wright
Subject: FW: Fuel Sharing Agreement
Attachments: NCSD-City Fuel Agreement.pdf

Here is signed copy from school.

From: Steve Gray <sgray@nevadacubs.org>
Sent: Tuesday, February 2, 2021 8:28 AM
To: Jordan Cook <jcook@cityofnevadaaiowa.org>
Subject: Fuel Sharing Agreement

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

Good Morning Jordan,
The Board approved the fuel sharing (see attached). If the Council approves it at your next meeting, please send me a copy with the remaining signature.
Thanks,
Steve



Dr. Steve Gray
Superintendent
Nevada Community School District
sgray@nevadacubs.org | nevadacubs.org | 515-382-2783 | @sgray_NCSD

"Stay humble and hungry. Humble that you know you don't have all the answers and you see everyone as a teacher. Hungry with a passion to improve and set new goals and milestones." Jon Gordon – Training Camp

CONFIDENTIALITY NOTICE: This e-mail communication, including attachments, is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is confidential, and may be legally privileged. If you are not the intended recipient or believe you received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, retention, dissemination, distribution, copying, or otherwise use of the information contained in this communication is strictly prohibited. Thank you.

City Administrators Report

January 25 - February 4

Kiwanis meeting

(January 26th) Had a meeting with Kiwanis to introduce myself and to talk about the city of Nevada. It was good to talk with another group and share some thoughts on how Nevada will develop and grow in the future. I touched on Housing, business and the visioning process. They had questions over Hy-Vee, plans on housing and where to build them and what do I envision for the future of Nevada. It was a good interactive meeting and I thoroughly enjoyed speaking with them.

DOT S-14:

I was able to take part in a portion of this meeting with HrGreen and the DOT, seems they are wanting us to change the alignment of our Trunk sewer so it does not interfere with the overpass they were going to be constructing. Looking forward to seeing the plans and getting this put in to action (the overpass that is).

Union Negotiations:

Have had a few long sessions about union negotiations and will be discussing in more depth after our council meeting.

UPDATES:

Website Design:

Marlys has been working with Saltech to retrieve all necessary data to add in our new website. Moving along.

Nextlink:

Erin is reviewing this

COVID-19:

Marlys has been providing updates weekly.

Verbio Annexation:

At the City Development committee, waiting to be scheduled on their agenda.

Burke:

Hormel is creating WWTP document

South Glen:

Done for the season, will pick up next year-starting with the road.

WWTP:

They have been working on the site for a week or so, they have a lot done already. Just took in bids for phase 2. HrGreen will provide an update at meeting along with the bids.

Wind Turbine:

He has sent me an update and is working on someone trying to take it, he believes he has a home for it but needs to figure the schematics.

Internet and Phone Services:

Waiting on one other company to get us figures.

Verizon:

The consultant reached back out to me to discuss the deal. We were unable to come to an agreement on the amounts I mentioned in my last report but we are still getting \$1600/ month with a 2% increase yearly and a one-time check for \$2k

FEMA:

We submitted claims for the park shelters that were damaged, the cemetery damage, storm debris and on behalf of Evergreen lane. I am hoping we will be able to capture a majority of the funds we lost. We have currently been approved for 68K of the 102k that was submitted for the storm debris alone.

-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



Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

Ray Reynolds
Director of Fire & EM

Cathy Jager
Chief's Assistant

To: Mayor and City Council

From: Ricardo Martinez II, Public Safety Director/Chief of Police

Date: Tuesday, February 2nd, 2021

Ref: Report for City Council Meeting for Monday, February 8th, 2021

Promotion

Detective Andrew Henderson will be promoted to Detective Sergeant at the Monday, February 8th, 2021, City Council meeting.

Our most experienced Patrol Officer is Officer Sean Seymour, who started in the spring of 2017. Next would be Officer Josie Bailey, who started in the spring of 2018. Officers Jon Soubayi and Matt Celentano both started in the summer of 2019. While Officer Bailey has one more year on the NPSD than Officers Soubayi and Celentano, she has been on Military Duty since July 2020 and will not return until the summer 2021; effectively having the same amount of patrol time as the officers junior to her. The current count of two Sergeants cannot provide the supervision needed for our current limited experience staff, and with the hiring of three more new officers, the need for the third Sergeant position becomes even more profound.

Sgt. Chris Brandes normally works Tuesday through Saturday, 9:00am until 5:00pm. Sgt. Josh Cizmadia normally works 9:00pm until 5:00am. This schedule does not provide a supervisor on Sunday, Monday, several hours during the evenings the balance of the week, as well as no supervisor in the early morning hours.

During the day or evening shifts when the Sergeants are unavailable and I am working, Officers will come to me to answer any questions they may have. However, if I am involved in other aspects of my normal duties I may not be immediately available to them. With a third Sergeant, and some adjustments to their current schedules, increase supervision for our current staff as well as newest officers take place.

Staffing

The current hiring endeavor is underway. Physical fitness testing took place in January, interviews this past week. Of the eight candidates, five have been selected for background checks. Two additional applicants have since submitted documents and are being considered. After backgrounds are completed polygraph testing will take place. Two seats are reserved for both the May and September ILEA Basic School. While there are only three positions to be filled, this provides a bit of latitude in the event our current candidates do not work out.

Officer Josie Bailey is currently deployed to Iraq; it is anticipated she will be returning to duty this summer.

Sgts Josh Cizmadia and Chris Brandes started the ten week training of the School of Police Staff & Command on Monday, October 12th, 2020. Both are schedule to graduate on Friday, February 12th, 2021. I can speak for both of them in that each will be glad the training is complete and back to their normal duties.

Officers Matt Celentano and Jon Soubayi have completed their EMT training. Both will need to take the National EMT testing which will take place shortly. Once satisfactory completing the test all patrol officers will be EMT certified.

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police

For: February 8, 2021 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Bellis, Interim Library Director

**Nevada Public Library
Council Report**

- We are offering a modified version of our Blind Date with a Book program throughout the month of February. Usually, we have books wrapped and patrons select their mystery book based on a short description or the book's first sentence, but this year we are focusing more on "setting up" patrons with a book that we think they will like. Patrons can fill out a short questionnaire (available outside the library doors or on our website) and we will match them with a book based on their responses. We already have quite a few forms filled out, and we're happy that we're still able to offer a version of this program because it's one our patrons always enjoy.
- We have been able to offer browsing by appointment for the last couple of weeks, and browsing appointments will continue to be available as long as the 14-day average positivity rate for Story County remains at or under 8%. Though our appointments have never reached capacity, the patrons who are taking advantage of them appreciate the chance to come in and look for materials.
- The library has been receiving many inquiries about the availability of AARP tax preparation appointments. We usually serve as a location for those appointments, but we have yet to receive any information from AARP regarding their process, or whether they will be able to offer appointments this year. We have reached out and we hope to have more information from them soon.

LIBRARY BOARD OF TRUSTEES TUESDAY, JANUARY 12, 2021, 3:30 P.M.

Chairperson Adam Riedell presided and convened the work session of Nevada Library Board of Trustees via Zoom in accordance with emergency measures as a result of the COVID-19 Pandemic on Tuesday, January 12, 2021 at 3:30 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: Priscilla Gammon, Peter Korsching, David Morris, Adam Riedell, and Allison Severson. Absent: Elizabeth Klaes.

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, and Donna Mosinski.

The Board discussed the hiring process for the Library Director position. They will get information regarding the City's wage study that included a different wage range and job description in the next few days for Monday's meeting. A committee was created to work on the hiring process and includes Priscilla Gammon, Adam Riedell, and Allison Severson.

There being no further business to come before the Board, it was moved by Board Member Peter Korsching, seconded by Board Member Allison Severson, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Korsching, Severson, Gammon, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 4:07 p.m. he adjourned the meeting.

ATTEST:

Elizabeth Klaes, Secretary

Adam Riedell, Chairperson



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



Josh Cizmadia
Police Sergeant

Ray Reynolds
Director of Fire & EMS

Chris Brandes
Police Sergeant

Cathy Jager
Chief's Assistant

MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: February 2, 2021

REF: Activity report for Trustees, City Council and Honorable Mayor.

Total Calls for 2021:	63
Fire calls for Jan. 2021:	2
EMS calls for Jan. 2021:	54
Good intent calls for Jan. 2021:	7
Community Events for Jan. 2021:	0
Narcan administered this month:	0

UPDATES ON PARAMEDIC LEVEL MEDICAL SERVICE

The fire department is pursuing the direction of providing non-transport provisional paramedic care. There are 5 certified paramedics serving on the fire department. When the Story County Medical Center ambulance is on a transfer, the community experiences substantial delays in receiving paramedic care. There have been serious calls where the paramedics need assistance in providing advanced care. The pharmacy agreement, protocols, and the state application have all been signed by our medical director. We hope to have more news by March 1.

RURAL TOWNSHIP FIRE PROTECTION

The rural picture shows 20% of our calls were in the townships. 71 EMS, 54 fire related calls, 24 calls on Hwy 30 and I-35.

Milford
15 fire
18 EMS
4 I-35

Nevada
9 fire
19 EMS
6 Hwy 30

Richland

12 fire
12 EMS

Grant

18 fire
22 EMS
2 I-35
12 Hwy 30

The Rural-City Fire Protection agreement expires in 2022. The original agreement of 10 years expired and both parties agreed to extend it 5 additional years. The current agreement indicates the City of Nevada receives 92% of the fire levy from the four townships. The latest disbursement into city accounts shows Grant is at 100%, Milford 75%, Richland 92% and Nevada 85%. There are some adjacent fire departments also providing protection to parts of two townships. Those percentages may be more accurate based on Ames annexing part of Milford Township. As such, there are some items in the original agreement that may no longer apply. The relationship between the fire department and Townships is very cordial and supportive. In 2021, it would be good to put forth a new agreement more reflective of both party's needs and percentages of coverage.

FEMA FIRE PREVENTION & SAFETY GRANT

The FP&S grant is open and the department is again attempting to get a grant to purchase a Bullex virtual fire extinguisher training prop. The cost is \$16,000. We have been trying for 4-5 years now.



Fire extinguisher training is the most requested fire prevention activity we get. Many industries and local businesses require this training for OSHA compliance and new employee training. We cannot afford to provide this education with real extinguishers. It is also very environmentally unfriendly to be needlessly spraying dry chemical agents into the environment. This system looks, sounds, and feels like a real fire extinguisher but emits a green LED light to simulate putting out fires on an LCD screen. The other main advantage, this training can be conducted in a classroom, office building, or inside without any mess. Burke has committed \$1,000 in funds if we are successful in obtaining this grant. Those funds could be applied to added training props like theatrical non-toxic smoke (see above).

FIRE CODE COMPLIANCE

This has been a very busy month assuring compliance with the fire code. The Meadows Apartments had a false fire alarm due to the work of contractors. A resident intentionally pulled the waterline to a baseboard heater in an apartment on the 2nd floor. This caused flooding to the apartment below. There was substantial damage. However, when the contractor pulled the heat detector plate off while attempting to remove the detector, the whole building's fire alarm activated. It took a resident calling 9-1-1 to send the fire department. We were able to confirm someone discontinued service of the 24-hour alarm monitoring company in order to save money. Monitoring is required by the fire code for apartment buildings with more than 16 dwelling units. The new administrator quickly approved a dialer and monitoring company. Smoke detection was also added to the hallway corridors.

GFS has a new maintenance person who was concerned about their building's safety and upkeep. The new employee wanted a fire inspection to understand the priorities needing to be accomplished to make the building safer. The fire department issued orders to either remove the west building or repair the roof to stop the building from becoming dilapidated and unsafe. There was substantial water damage to the west building. Last summer, GFS did replace the entire roof and are now in the process of returning the space to usable office space. This is a credit to good managers and hiring a quality maintenance person to care for the building. We will continue to work with GFS to make the space safer and code compliant.

We continue to get false alarms from Windsor Manor. The fire department sent a \$200 false alarm invoice for the 5th false fire alarm (pursuant to section 510.8 of the fire appendix). The smoke detector in the food pantry needs to be changed to a heat detector. We have shared this several times with the staff. When the kitchen stove is cleaned, steam fills the area and sets off the alarm. Next violation would be \$400 per alarm.

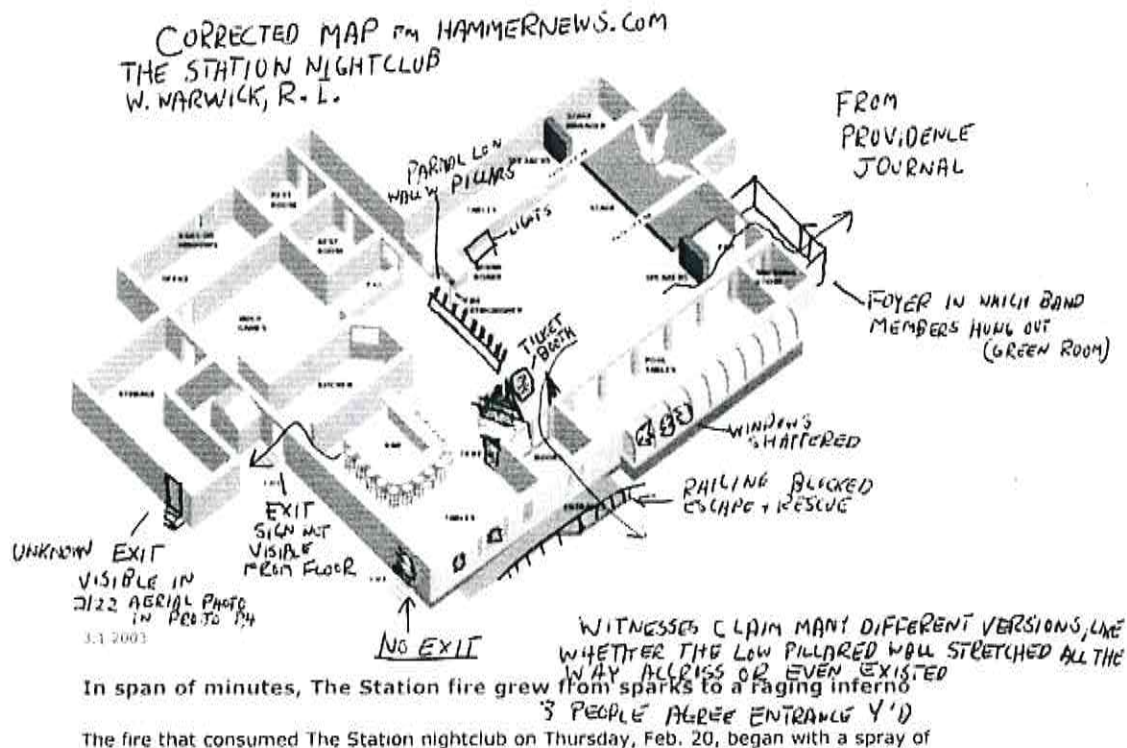
The Nevada School District has requested approval with several office renovation plans for Gates Hall. When the school completes the purchase, they intend to make use of some spaces in a different manner. We have been communicating with their Facilities Director to assure the spaces are constructed in accordance with approved requirements of the fire code.

The fire department did receive a complaint regarding George's. The complaint alleged the back exit door was blocked by a garage door. There is a garage door used as a means to prevent someone from breaking into the back door after hours. The bar has been diligent about locking it in the open position when the bar is open. As of late the attendance since covid has been sparse compared to pre-covid levels. The bar is not required to have a second approved exit until the bar is occupied by 50 or more people. Although a 2nd exit is highly encouraged even when less than 50 people are present. We have worked with the owner to change some signage and warned ad hoc construction is not permitted. Adding walls and spaces may seem like a good idea at the time, however, they could create dead end corridors and egress problems if not done correctly. The situation will be monitored. This business does have an approved complete fire alarm throughout.

PREVENTING FIRE TRAGEDIES

February 20, 2003 marks the 18th anniversary of the Station Nightclub fire. This fire could have happened in any city, including ours. This renovated restaurant turned into a bar had several hidden exits due to ad hoc construction. Because of overcrowding, 100 people died of the 463 inside the nightclub. The only visible exit at the front door was a bottleneck trying to accommodate all patrons. Sadly the 3 other exit points were blocked or not easily seen. It is still hard for me to imagine a conflagration of this magnitude occurring in our life time. Annual fire code inspection and review processes for all renovations, and a

permit process denying the use of pyrotechnics in such a small establishment are all things a fire department can do to avoid this tragedy.



This is the floor plan of the Station Nightclub fire

There were several national, state, and local recommendations that came about after the station nightclub:

- 1) Automatic fire sprinklers be fitted both in new nightclubs and existing facilities that has occupancy load more than 100,
- 2) There should be at least one trained crowd manager for all assemblies. For larger crowds, there should be additional crowd managers in the ratio of 1:250,
- 3) Facility owners should inspect exit points and ensure that they are free of any form of obstruction. They should also maintain records of each inspection,
- 4) Prohibit festival seating if the number of persons involved exceeds 250 unless an Authority Having Jurisdiction (AHJ) has performed a life-safety evaluation. According to NFPA 101, festival seating is a form of audience accommodation in which no seating other than the ground or floor surface is provided for the audience.
- 5) The use of up-to-date fire safety codes across the board and thus elimination of the umbrella clause,
- 6) Strictly regulate the use of pyrotechnics in large social venues such as nightclubs,
- 7) Mandate the use of sprinklers in nightclubs and all Class A and Class B places of assembly,
- 8) Provide greater enforcement powers to fire marshals and enhance their capacity in making inspections, immediate abatement of conditions that are deemed to pose imminent threat to the safety of the public, and inspect night clubs during their operating hours, and
- 9) Establish a comprehensive planning requirement that will enable the state identify weaknesses in its future's approach to fire safety.

I think about this fire as we approve and inspect large venues, large assembly occupancies, and places that service alcohol. Fire prevention is important and is *everyone's* fight!

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



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

February 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Tonight the public hearing for the Maximum Levy Rate for the FY22 Budget was set. At the February 22nd meeting council will hold the hearing for the maximum levy rate and approve the resolution for it. We will also set the public hearing for the proposed FY22 Budget for March 22nd.

Bids were held for the new wastewater plant on January 20th. Preparing for Phase 2 of the SRF loan to receive reimbursement. Documents will be presented to council in March to finalize. Also working with HR Green on the SRF Sponsored Project #2 paperwork.

Working with City Administrator Cook to analyze the Wage Study. Also, reviewing the current budget for any amendments that might be necessary. The fee appendix is being reviewed for any increases in the charges for services that might be needed.

LIBRARY BOARD OF TRUSTEES MONDAY, JANUARY 18, 2021, 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, January 18, 2021 at 5:05 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: Priscilla Gammon, Peter Korsching, Adam Riedell, and Allison Severson. Absent: Elizabeth Klaes (arrived at 5:05 p.m.) and David Morris.

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, and Donna Mosinski.

Elizabeth Klaes arrived at 5:05 p.m.

Motion by Board Member Peter Korsching, seconded by Board Member Allison Severson, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: Korsching, Severson, Gammon, 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 Priscilla Gammon, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the December 21, 2020 regular meeting and January 12, 2021 work session
- (2) Approve January 2021 **claims** totaling \$3,402.05 (see attached list)
- (3) Accept and place on file the Director's **memo** dated January 15, 2021
- (4) Accept and place on file the December 2020 **financial report**

The roll being called, the following named board members voted. Ayes: Severson, Gammon, Klaes, Korsching, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

The board discussed the wage range for Library Director job posting and what range is being suggested by a wage study for the City of Nevada.

Motion by Board Member Peter Korsching, seconded by Board Member Allison Severson, to set the wage range for the Library Director at \$58,468.80 (\$28.11/hour) to \$91,852.80 (\$44.16/hour). The roll being called, the following named members voted. Ayes: Korsching, Severson, Gammon, Klaes, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

The board discussed the job description for the Library Director position and agreed that the Master Degree in Library Science needs to be required along with at least one year in a managerial role.

Motion by Board Member Peter Korsching, seconded by Board Member Elizabeth Klaes, to appoint Amanda Bellis as the interim Library Director as of February 5, 2021 with an increase of \$4.00/hour during the time she is performing those duties. The roll being called, the following named members voted. Ayes: Korsching, Klaes, Riedell, Severson, and Gammon. Nays: None. Chairperson Adam Riedell declared the motion carried.

The board created a Strategic Planning committee of Allison Severson, Peter Korsching, and Elizabeth Klaes to review the Strategic Plan for Accreditation.

Library Director Shanna Speer reported on:

- A rural patron told her that they applied for the open position on the board.
- The library will be having a Blind Date with a Book program in February. The library will be selling the withdrawn books as a grab bag sale.
- The Ames Public Library and children's books at the DSM library are going fine free.
- Shanna thanked the board for their support during her time with the library. This is her last meeting.

The next meeting will be held at 5:00 p.m. Monday, February 15, 2021.

There being no further business to come before the Board, it was moved by Board Member Peter Korsching, seconded by Board Member Priscilla Gammon, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Korsching, Gammon, Riedell, Severson, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried. At 5:57 p.m. he adjourned the meeting.

ATTEST:

Elizabeth Klaes, Secretary

Adam Riedell, Chairperson