



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, MARCH 22, 2021 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

**Notice to the Public:** The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. **The Council 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=UERoTDIiUXZHczZlQ9ML0ZOeFI0dz09>

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](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, March 22, 2021***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
  - A. Fiscal Year 2021/2022 Budget
    1. Public Hearing – Approval of the Fiscal Year 2020/2021 Budget
    2. Resolution No. 087 (2020/2021): A Resolution adopting the Fiscal Year 2021/2022 Annual Budget
  - B. Capital Improvement Plan Fiscal Year 2021/2022 Budget
    1. Public Hearing, approval of the Fiscal Year 2021/2022 Capital Improvement Plan
    2. Resolution No. 088 (2020/2021): A Resolution adopting the Fiscal Year 2021/2022 Capital Improvement Plan

- C. Sewer Revenue Loan Agreement, SRF WWTF-Phase 2
  1. Public Hearing, On proposal to enter into a Sewer Revenue Loan and Disbursement Agreement
  2. Resolution No. 089 (2020/2021): A Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement
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 March 8, 2021
  - B. Approve Payment of Cash Disbursements, including Check Numbers 75340-75432 and Electronic Numbers 912-916 (Inclusive) Totaling \$447,718.05 (See attached list)
  - C. Approve Renewal of Class "A" Liquor License and Sunday Sales Privileges, William F. Ball Post No. 48 American Legion d/b/a American Legion Post #48, 1331 6<sup>th</sup> Street, Effective March 30, 2021
  - D. Approve Recommendation for Probationary Firefighter, Devon Dubendorf
  - E. Approve and Submit 2020 Certified Local Government Annual Report
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
  - A. Swear in Probationary Firefighter; Devon Dubendorf
7. OLD BUSINESS
  - A. Discussion and Appropriate Follow-up for capacity limits at Gates Hall
8. NEW BUSINESS
  - A. Approve Amendment No. 3 to the Water Tower Option and Lease Agreement with Cellco Partnership/Verizon Wireless
  - B. Approve purchase of Grounds Maintenance Equipment for the Parks and Rec/Cemetery Departments
  - C. Approve Amendment to the Pepsi Agreement for the Park and Rec Department
9. REPORTS – City Administrator/Mayor/Council/Staff
10. ADJOURN

The agenda was posted on the official bulletin board on March 18, 2021, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

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

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**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
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**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

**7. OLD BUSINESS**

- A. Discussion and Appropriate Follow-up for capacity limits at Gates Hall  
**Discuss capacity limits for Gates Hall for future events.**

**8. NEW BUSINESS**

- A. Approve Amendment No. 3 to the Water Tower Option and Lease Agreement with Cellco Partnership/Verizon Wireless  
**Enclosed you shall see a revision to extend, update, and include an administrative fee in the agreement with Verizon Wireless.**
- B. Approve purchase of Grounds Maintenance Equipment for the Parks and Rec/Cemetery Departments  
**Enclosed you shall see an action form for our ongoing equipment replacement program to include two (2) zero turn mowers and a utility vehicle that is used on a regular basis.**
- C. Approve Amendment to the Pepsi Agreement for the Park and Rec Department  
**Enclosed you shall see the Pepsi pricing agreement for the SCORE Aquatic Center and 4-Plex.**

Item # 4A  
Date: 3/22/21

Proof Of Publication in  
NEVADA JOURNAL

CITY OF NEVADA  
1209 6TH STREET  
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, Lana Kanitz 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  
Public Hearing Notice - Budget Proposal

was published in said newspaper 1 time(s) on

March 04, 2021

the last day of said publication being the  
4th day of March, 2021

RECEIVED  
MAR 08 2021  
CITY OF NEVADA

Lana Kanitz  
Legal Clerk

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

919.11  
My commission expires

sworn to before me and subscribed in my presence by this the 4th  
day of March, 2021

FEE: \$125.44  
AD #: 0001394481  
ACCT: 37490

VICKY FELTY  
Notary Public  
State of Wisconsin



## NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

#1394481

Fiscal Year July 1, 2021 - June 30, 2022

The City of: NEVADA

The City Council will conduct a public hearing on the proposed budget as follows:

Location: Nevada City Council Chambers and via Zoom <https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQlQ9ML0ZOeElOdz09> Meeting Date: 3/22/2021 Meeting Time: 06:00 PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

14.61800

The estimated tax levy rate per \$1000 valuation on Agricultural land is

3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number  
(515) 382-5466

City Clerk/Finance Officer's NAME  
Kerin Wright

		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	4,021,145	3,859,776	3,945,851
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	4,021,145	3,859,776	3,945,851
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,213,485	949,646	1,020,109
Other City Taxes	6	987,672	989,911	1,102,794
Licenses & Permits	7	112,950	102,750	127,866
Use of Money and Property	8	157,950	273,100	457,019
Intergovernmental	9	1,172,310	1,116,060	2,016,380
Charges for Fees & Service	10	4,400,565	3,911,141	3,906,594
Special Assessments	11	0	1,000	0
Miscellaneous	12	1,296,600	278,450	116,843
Other Financing Sources	13	28,000,000	7,866,654	8,791,619
Transfers In	14	8,027,506	3,754,362	6,392,539
<b>Total Revenues and Other Sources</b>	15	49,390,183	23,102,850	27,877,614
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	2,131,140	1,540,068	1,642,657
Public Works	17	1,067,172	1,025,480	971,852
Health and Social Services	18	65,318	18,140	59,732
Culture and Recreation	19	1,961,790	1,599,269	1,679,106
Community and Economic Development	20	836,328	662,334	588,206
General Government	21	860,194	652,889	448,792
Debt Service	22	1,512,413	1,341,263	4,271,926
Capital Projects	23	12,132,000	7,411,000	3,313,093
<b>Total Government Activities Expenditures</b>	24	20,566,355	14,250,443	12,975,364
Business Type / Enterprises	25	25,242,965	4,331,090	3,757,786
<b>Total ALL Expenditures</b>	26	45,809,320	18,581,533	16,733,150
Transfers Out	27	8,027,506	3,754,362	6,392,539
<b>Total ALL Expenditures/Transfers Out</b>	28	53,836,826	22,335,895	23,125,689
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-4,446,643	766,955	4,751,925
Beginning Fund Balance July 1	30	29,818,479	29,051,524	24,299,599
<b>Ending Fund Balance June 30</b>	31	25,371,836	29,818,479	29,051,524

Published in the Nevada Journal on March 4, 2021 (1T)

**RESOLUTION NO. 087 (2020/2021)**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2020/2021 ANNUAL BUDGET**

**WHEREAS**, the Ordinances of the City of Nevada and the statutes of the State of Iowa provide that an annual budget shall be adopted by the Corporate Authorities of the City of Nevada; and

**WHEREAS**, the City Council of the City of Nevada has held the necessary hearing after having caused to be made the publication and notice required by law; and

**WHEREAS**, the City Council of the City of Nevada has reviewed the budget for Fiscal Year 2021/2022 as presented by the City staff and to be in the best interest of the City of Nevada; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF NEVADA CITY COUNCIL, STORY COUNTY, IOWA**, that the Fiscal Year 2021/2022 budget for the City of Nevada, Iowa, on file in the City Clerk's Office and the Nevada Public Library is hereby adopted and approved.

Passed and approved this 22<sup>nd</sup> day of March, 2021, by the City Council of the City of Nevada, Iowa.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 087 (2020/2021) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 087 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 087 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of March, 2021.

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

The City of: NEVADA County Name: STORY COUNTY

Adopted On: (entered upon proposal) Resolution:

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	269,995,018	2b	267,424,545	
DEBT SERVICE	3a	310,044,213	3b	307,473,740	
Ag Land	4a	1,454,484			

City Number: 85-820  
Last Official Census: 6,798

**TAXES LEVIED**

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	2,186,960	2,166,139	43 8.10000
<b>Non-Voted Other Permissible Levies</b>							
Contract for use of Bridge	0.67500			6		0	44 0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45 0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46 0.00000
Opr & Maint of City owned Civic Center	0.13500			9	36,448	36,102	47 0.13500
Planning a Sanitary Disposal Project	0.06750			10		0	48 0.00000
Aviation Authority (under sec.330A.15)	0.27000			11		0	49 0.00000
Levee Impr. fund in special charter city	0.06750			13		0	51 0.00000
Liability, property & self insurance costs	Amt Nec			14	119,430	118,293	52 0.44234
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465 0.00000
<b>Voted Other Permissible Levies</b>							
Instrumental/Vocal Music Groups	0.13500			15		0	53 0.00000
Memorial Building	0.81000			16		0	54 0.00000
Symphony Orchestra	0.13500			17		0	55 0.00000
Cultural & Scientific Facilities	0.27000			18		0	56 0.00000
County Bridge	As Voted			19		0	57 0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58 0.00000
Aid to a Transit Company	0.03375			21		0	59 0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60 0.00000
City Emergency Medical District	1.00000			463		0	466 0.00000
Support Public Library	0.27000			23		0	61 0.00000
Unified Law Enforcement	1.50000			24		0	62 0.00000
<b>Total General Fund Regular Levies (5 thru 24)</b>				25	2,342,838	2,320,534	
Ag Land	3.00375			26	4,369	4,369	63 3.00375
<b>Total General Fund Tax Levies (25 + 26)</b>				27	2,347,207	2,324,903	
<b>Special Revenue Levies</b>							
Emergency (if general fund at levy limit)	0.27000			28	72,899	72,205	64 0.27000
Police & Fire Retirement	Amt Nec			29		0	0.00000
FICA & IPERS (if general fund at levy limit)	Amt Nec			30	392,692	388,953	1.45444
Other Employee Benefits	Amt Nec			31	250,806	248,419	0.92893
<b>Total Employee Benefit Levies (29,30,31)</b>				32	643,498	637,372	65 2.38337
<b>Sub Total Special Revenue Levies (28+32)</b>				33	716,397	709,577	
<b>As Req</b>		<b>With Gas &amp; Elec Valuation</b>	<b>Without Gas &amp; Elec Valuation</b>				
SSMID 1		0	0	34		0	66 0.00000
SSMID 2		0	0	35		0	67 0.00000
SSMID 3		0	0	36		0	68 0.00000
SSMID 4		0	0	37		0	69 0.00000
SSMID 5		0	0	555		0	565 0.00000
SSMID 6		0	0	556		0	566 0.00000
SSMID 7		0	0	1177		0	1179 0.00000
SSMID 8		0	0	1185		0	1187 0.00000
<b>Total Special Revenue Levies</b>				39	716,397	709,577	
Debt Service Levy 76.10(6)	Amt Nec			40	832,701	825,798	70 2.68575
Capital Projects (Capital Improv. Reserve)	0.67500			41	162,412	160,867	71 0.60154
<b>Total Property Taxes (27+39+40+41)</b>				42	4,058,717	4,021,145	72 14.61800

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_ (County Auditor) \_\_\_\_\_ (Date) \_\_\_\_\_

**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](http://www.cityofnevadaiaowa.org)

	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		
Contract for Use of Bridge	0	0		
Opr & Maint Publicly Owned Transit	0	0	2,186,960	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	35,444	35,444	0	
Planning a Sanitary Disposal Project	0	0	36,448	
Liability, Property & Self-Insurance Costs	114,825	114,825	0	
Support of Local Emer. Mgmt. Commission	0	0	119,430	
Emergency	70,888	70,888	0	
Police & Fire Retirement	0	0	72,899	
FICA & IPERS	345,605	345,605	0	
Other Employee Benefits	330,000	330,000	392,692	
Total Tax Levy	3,023,401	3,023,401	250,806	
Tax Rate	11.51561	11.19799	3,059,235	1.18

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

**If applicable, the above notice also available online at:**

[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org) and [www.facebook.com/cityofnevadaiaowa/](http://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



**Commercial & Industrial Replacement Claim Estimation**

City Name: NEVADA

Fiscal Year July 1, 2021 - June 30, 2022

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

		Commercial - Non-TIF		Commercial - TIF		Industrial - Non-TIF		Industrial - TIF					
		1	2										
Taxable				36,268,495		16,174,055		28,643,485					
100% Assessed				42,095,445		16,174,055		33,530,235					
A													
General Fund						REPLACEMENT							
Special Fund			3			69,725			REVENUES, LINE 18				
Debt Fund			4			21,320			REVENUES, LINE 18				
Capital Reserve Fund			5			21,581			REVENUES, LINE 18				
			6			4,834			REVENUES, LINE 18				
<b>REPLACEMENT PAYMENT PERCENTAGE</b>													
Beginning in FY 2021-2022, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payment budgeted for the coming fiscal year, complete an estimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.													
Proration Percentage													
75%													
Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.													
Other State Grants & Reimbursements		General		Special Revenue		TIF Sp. Revenue		Debt Service		Capital Projects		Proprietary	
		9,000		5,600									

Commercial & Industrial Replacement Claim Estimation  
City Name: NEVADA  
Fiscal Year July 1, 2021 - June 30, 2022

Special Fund - Total All SSMIDS				Commercial - Reg	Industrial - Reg	Replacement
SSMID 1		1				0
	Taxable	2		0		0
	Assessed	3		0		0
SSMID 2		4		0		0
	Taxable	5		0		0
	Assessed	6		0		0
SSMID 3		7		0		0
	Taxable	8		0		0
	Assessed	9		0		0
SSMID 4		10		0		0
	Taxable	11		0		0
	Assessed	12		0		0
SSMID 5		13		0		0
	Taxable	14		0		0
	Assessed	15		0		0
SSMID 6		16		0		0
	Taxable	17		0		0
	Assessed					

**FUND BALANCE**  
City Name: NEVADA  
Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
<b>Annual Report FY 2020</b>									
Beginning Fund Balance July 1	1 7,835,051	2,815,286	2,010,062	208,578	4,257,134	153,875	17,279,986	7,019,613	24,299,599
Actual Revenues Except Beg Balance	2 4,320,392	3,196,730	1,107,327	4,287,652	9,853,093	2,987	22,768,181	5,109,433	27,877,614
Actual Expenditures Except End Balance	3 3,850,535	2,707,197	942,298	4,271,926	6,337,372	0	18,109,328	5,016,361	23,125,689
Ending Fund Balance June 30	4 8,304,908	3,304,819	2,175,091	224,304	7,772,855	156,862	21,938,839	7,112,685	29,051,524
<b>Re-Estimated FY 2021</b>									
Beginning Fund Balance	5 8,304,908	3,304,819	2,175,091	224,304	7,772,855	156,862	21,938,839	7,112,685	29,051,524
Re-Est Revenues	6 4,380,360	2,902,221	1,034,318	1,364,389	2,464,174	0	12,145,462	10,957,388	23,102,850
Re-Est Expenditures	7 3,641,358	2,991,643	1,063,825	1,341,263	7,507,613	0	16,545,702	5,790,193	22,335,895
Ending Fund Balance	8 9,043,910	3,215,397	2,145,584	247,430	2,729,416	156,862	17,538,599	12,279,880	29,818,479
<b>Budget FY 2022</b>									
Beginning Fund Balance	9 9,043,910	3,215,397	2,145,584	247,430	2,729,416	156,862	17,538,599	12,279,880	29,818,479
Revenues	10 4,531,233	2,890,441	1,287,972	1,538,991	8,738,496	3,800	18,990,933	30,399,250	49,390,183
Expenditures	11 9,352,612	3,284,486	1,095,237	1,512,413	12,226,913	0	27,471,661	26,365,165	53,836,826
Ending Fund Balance	12 4,222,531	2,821,352	2,338,319	274,008	-759,001	160,662	9,057,871	16,313,965	25,371,836

**LOCAL EMC SUPPORT**

City Name: NEVADA

Fiscal Year July 1, 2021 - June 30, 2022

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg. Mgmt. Comm.	0	0
TOTAL FOR FY 2022	0	0



GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
PUBLIC SAFETY										
Police Department/Crime Prevention	1	1,180,285	36,500							
Jail	2								1,216,785	1,206,954
Emergency Management	3	900	0						0	0
Flood Control	4		32,600						900	16,389
Fire Department	5	212,042	0						32,600	19,513
Ambulance	6	15,200	0						212,042	333,642
Building Inspections	7	55,941							15,200	11,479
Miscellaneous Protective Services	8								55,941	50,465
Animal Control	9	6,600							0	0
Other Public Safety	10								6,600	4,215
TOTAL (lines 1 - 10)	11	1,470,968	69,100				0		1,540,068	1,642,657
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	4,000	774,205						778,205	772,647
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	0	144,000						144,000	130,132
Traffic Control and Safety	15		21,000						21,000	4,711
Snow Removal	16		82,275						82,275	52,095
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport (if not Enterprise)	19								0	0
Garbage (if not Enterprise)	20		0						0	0
Other Public Works	21								0	0
TOTAL (lines 12 - 21)	22	4,000	1,021,480				0		1,025,480	971,852
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23									
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27		13,000						13,000	10,000
Community Mental Health	28								0	0
Other Health and Social Services	29		5,140						5,140	49,732
TOTAL (lines 23 - 29)	30	0	18,140				0		18,140	59,732
CULTURE & RECREATION										
Library Services	31	428,976	54,000						482,976	405,827
Museum, Band and Theater	32	0	1,520						1,520	985
Parks	33	657,533	38,800						696,333	739,548
Recreation	34	71,049	0						71,049	160,614
Cemetery	35	106,233	4,500						110,733	153,687
Community Center, Zoo, & Marina	36	168,428	65,300						233,728	215,617
Other Culture and Recreation	37		2,930						2,930	2,828
TOTAL (lines 31 - 37)	38	1,432,219	167,050				0		1,599,269	1,679,106

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: NEVADA  
Fiscal Year July 1, 2020 - June 30, 2021

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>										
Community Beautification	39		0							
Economic Development	40	7,000	135,000	315,352					0	0
Housing and Urban Renewal	41		0	10,000					457,352	496,726
Planning & Zoning	42	134,282	30,000						10,000	3,667
Other Com & Econ Development	43		30,700						164,282	75,433
TIF Rebates	44								30,700	12,380
TOTAL (lines 39 - 44)	45	141,282	195,700	325,352			0		662,334	588,206
<b>GENERAL GOVERNMENT</b>										
Mayor, Council, & City Manager	46	39,507	55,500						95,007	26,295
Clerk, Treasurer, & Finance Adm.	47	259,573	0						259,573	179,873
Elections	48	0							0	2,254
Legal Services & City Attorney	49	109,300	11,500						120,800	87,937
City Hall & General Buildings	50	124,349	0						124,349	104,549
Tort Liability	51	40,160							40,160	38,023
Other General Government	52	0	13,000						13,000	9,861
TOTAL (lines 46 - 52)	53	572,889	80,000	0	1,341,263		0		652,889	448,792
<b>DEBT SERVICE</b>										
Gov Capital Projects	54					7,411,000			7,411,000	1,413,119
TIF Capital Projects	55								0	1,899,974
TOTAL CAPITAL PROJECTS	56					7,411,000			7,411,000	3,313,093
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	3,621,358	1,551,470	325,352	1,341,263	7,411,000	0		14,250,443	12,975,364
<b>BUSINESS TYPE ACTIVITIES Proprietary: Enterprise &amp; Budgeted ISF</b>										
Water Utility	59							1,226,627	1,226,627	994,004
Sewer Utility	60							2,996,484	2,996,484	755,139
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64								0	0
Transit	65							72,079	72,079	71,929
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68								0	0
Other Business Type (city hosp., ISF, parking, etc.)	69							35,900	35,900	12,654
Enterprise DEBT SERVICE	70								0	16,612
Enterprise CAPITAL PROJECTS	71								0	573,525
Enterprise TIF CAPITAL PROJECTS	72								0	1,333,923
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73								0	0
TOTAL ALL EXPENDITURES (lines 58+73)	74	3,621,358	1,551,470	325,352	1,341,263	7,411,000	0	4,331,090	4,331,090	3,757,786
Regular Transfers Out	75	20,000	1,440,173			96,613		4,331,090	18,581,533	16,733,150
Internal TIF Loan Transfers Out	76			738,473				1,459,103	3,015,889	5,674,333
Total ALL Transfers Out	77	20,000	1,440,173	738,473	0	96,613	0	1,459,103	3,754,362	718,206
Total Expenditures and Other Fin Uses (lines 74+77)	78	3,641,358	2,991,643	1,063,825	1,341,263	7,507,613	0	5,790,193	22,335,895	6,392,539
Ending Fund Balance June 30	79	9,043,910	3,215,397	2,145,584	247,430	2,729,416	156,862	12,279,880	29,818,479	29,051,524

RE-ESTIMATED REVENUES DETAIL

City Name: NEVADA

Fiscal Year July 1, 2020 - June 30, 2021

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
Taxes Levied on Property	1	2,395,359	738,788		565,054	160,575			3,859,776	3,945,851
Less: Uncollected Property Taxes - Levy Year	2									
Net Current Property Taxes (line 1 minus line 2)	3	2,395,359	738,788		565,054	160,575			3,859,776	3,945,851
Delinquent Property Taxes	4									
TIF Revenues	5			949,646					949,646	1,020,109
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	24,935	7,705		5,296	1,675			39,611	40,289
Utility franchise tax (Iowa Code Chapter 364.2)	7									
Parimutuel wager tax	8									
Gaming wager tax	9									
Mobile Home Taxes	10	11,200								
Hotel/Motel Taxes	11	11,000	4,500		3,000	600			19,300	21,809
Other Local Option Taxes	12		920,000						11,000	10,168
Subtotal - Other City Taxes (lines 6 thru 12)	13	47,135	932,205		8,296	2,275			920,000	1,030,528
Licenses & Permits	14	102,550	200						989,911	1,102,794
Use of Money & Property	15	139,550	33,350	20,000	5,000	11,700	0	63,500	102,750	127,866
Intergovernmental:									273,100	457,019
Federal Grants & Reimbursements	16	16,500	0							
Road Use Taxes	17		875,000						16,500	771,241
Other State Grants & Reimbursements	18	68,861	26,450	0	14,625	4,624			875,000	873,804
Local Grants & Reimbursements	19	110,000	0						114,560	161,487
Subtotal - Intergovernmental (lines 16 thru 19)	20	195,361	901,450	0	14,625	4,624		0	1,116,060	2,016,380
Charges for Fees & Service:										
Water Utility	21									
Sewer Utility	22							2,204,527	2,204,527	2,144,832
Electric Utility	23							1,347,754	1,347,754	1,328,988
Gas Utility	24									
Parking	25									
Airport	26									
Landfill/Garbage	27									
Hospital	28							68,650	68,650	66,633
Transit	29									
Cable TV, Internet & Telephone	30									
Housing Authority	31									
Storm Water Utility	32									
Other Fees & Charges for Service	33	109,210	100					170,900	170,900	172,953
Subtotal - Charges for Service (lines 21 thru 33)	34	109,210	100		0	10,000		3,791,831	119,310	193,188
Special Assessments	35	0			1,000	0			3,911,141	3,906,594
Miscellaneous	36	224,150	28,000		0				1,000	0
Other Financing Sources:										
Regular Operating Transfers In	37	1,167,045	268,128		96,613	275,000		26,300	278,450	116,843
Internal TIF Loan Transfers In	38	0								
Subtotal ALL Operating Transfers In	39	1,167,045	268,128	64,672	673,801			1,209,103	738,473	718,206
Proceeds of Debt (Excluding TIF Internal Borrowing)	40			64,672	770,414	275,000	0		3,754,362	6,392,539
Proceeds of Capital Asset Sales	41	0	0	0	0	2,000,000		5,866,654	7,866,654	8,791,619
Subtotal-Other Financing Sources (lines 36 thru 38)	42	1,167,045	268,128	64,672	770,414	2,275,000	0	7,075,757	11,621,016	15,184,158
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	4,380,360	2,902,221	1,034,318	1,364,389	2,464,174	0	10,957,388	23,102,850	27,877,614
Beginning Fund Balance July 1	44	8,304,908	3,304,819	2,175,091	224,304	7,772,855	156,862	7,112,685	29,051,524	24,299,599
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	12,685,268	6,207,040	3,209,409	1,588,693	10,237,029	156,862	18,070,073	52,154,374	52,177,213



EXPENDITURES SCHEDULE PAGE 1  
City Name: NEVADA  
Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
<b>PUBLIC SAFETY</b>										
Police Department/Crime Prevention	1 1,416,743	37,000						1,453,743	1,216,785	1,206,954
Jail	2 0							0	0	0
Emergency Management	3 900	0						900	900	16,389
Flood Control	4 27,600	27,600						27,600	32,600	19,513
Fire Department	5 525,723	0						525,723	212,042	333,642
Ambulance	6 64,574	0						64,574	15,200	11,479
Building Inspections	7 52,000							52,000	55,941	50,465
Miscellaneous Protective Services	8 6,600							6,600	6,600	4,215
Animal Control	9 2,066,540	64,600				0		2,131,140	1,540,068	1,642,657
Other Public Safety	10 0							0	0	0
<b>TOTAL (lines 1 - 10)</b>										
<b>PUBLIC WORKS</b>										
Roads, Bridges, & Sidewalks	12 6,500	775,897						782,397	778,205	772,647
Parking - Meter and Off-Street	13 0	142,000						0	0	0
Street Lighting	14 10,500	82,275						142,000	144,000	130,132
Traffic Control and Safety	15 82,275							10,500	21,000	4,711
Snow Removal	16 0							82,275	82,275	52,095
Highway Engineering	17 0							0	0	0
Street Cleaning	18 0							0	0	0
Airport	19 0							0	0	0
Garbage (if not Enterprise)	20 50,000							0	0	0
Other Public Works	21 1,060,672							50,000	0	12,267
<b>TOTAL (lines 12 - 21)</b>						0		1,067,172	1,025,480	971,852
<b>HEALTH &amp; SOCIAL SERVICES</b>										
Welfare Assistance	23 0							0	0	0
City Hospital	24 0							0	0	0
Payments to Private Hospitals	25 0							0	0	0
Health Regulation and Inspection	26 0							0	0	0
Water, Air, and Mosquito Control	27 13,000							0	0	0
Community Mental Health	28 0							13,000	13,000	10,000
Other Health and Social Services	29 52,318							0	0	0
<b>TOTAL (lines 23 - 29)</b>								52,318	5,140	49,732
<b>CULTURE &amp; RECREATION</b>										
Library Services	30 65,318					0		65,318	18,140	59,732
Museum, Band and Theater	31 54,000							513,899	482,976	405,827
Parks	32 1,699							1,699	1,520	985
Recreation	33 40,000							832,723	696,333	739,548
Cemetery	34 36,250							224,299	71,049	160,614
Community Center, Zoo, & Marina	35 16,500							165,416	110,733	153,687
Other Culture and Recreation	36 25,300							221,771	233,728	215,617
<b>TOTAL (lines 31 - 37)</b>						0		1,983	2,930	2,828
	38 1,786,058	175,732						1,961,790	1,599,269	1,679,106



GOVERNMENT ACTIVITIES		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>											
Community Beautification	39		0								
Economic Development	40	8,000	215,000	309,508					532,508	457,352	496,726
Housing and Urban Renewal	41		0	60,000					60,000	10,000	3,667
Planning & Zoning	42	151,820	50,000						201,820	164,282	75,433
Other Com & Econ Development	43	13,500	28,500						42,000	30,700	12,380
TIF Rebates	44									0	0
TOTAL (lines 39 - 44)	45	173,320	293,500	369,508			0		836,328	662,334	588,206
<b>GENERAL GOVERNMENT</b>											
Mayor, Council, & City Manager	46	42,807	25,500						68,307	95,007	26,295
Clerk, Treasurer, & Finance Adm.	47	504,496	0						504,496	259,573	179,873
Elections	48	3,000							3,000	0	2,254
Legal Services & City Attorney	49	107,300	1,500						108,800	120,800	87,937
City Hall & General Buildings	50	120,931	0						120,931	124,349	104,549
Tort Liability	51	41,660							41,660	40,160	38,023
Other General Government	52	0	13,000						13,000		9,861
TOTAL (lines 46 - 52)	53	820,194	40,000	0	1,512,413		0		860,194	652,889	448,792
<b>DEBT SERVICE</b>											
Gov Capital Projects	54		0						1,512,413	1,341,263	4,271,926
TIF Capital Projects	55								12,132,000	7,411,000	1,413,119
TOTAL CAPITAL PROJECTS	56								12,132,000		1,899,974
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	58	4,852,612	1,699,822	369,508	1,512,413	12,132,000	0		20,566,355	14,250,443	12,975,364
<b>BUSINESS TYPE ACTIVITIES</b>											
<b>Proprietary: Enterprise &amp; Budgeted ISF</b>											
Water Utility	59								1,311,787	1,226,627	994,004
Sewer Utility	60								23,352,378	2,996,484	755,139
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64								0	0	0
Transit	65							80,700	80,700	72,079	71,929
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68								0	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69							35,900	35,900	35,900	12,654
Enterprise DEBT SERVICE	70							0	0	0	16,612
Enterprise CAPITAL PROJECTS	71							462,200	462,200	0	573,525
Enterprise TIF CAPITAL PROJECTS	72							0	0	0	1,333,923
TOTAL Business Type Expenditures (lines 59 - 72)	73								0	0	0
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	4,852,612	1,699,822	369,508	1,512,413	12,132,000	0	25,242,965	25,242,965	4,331,090	3,757,786
Regular Transfers Out	75	4,500,000	1,584,664		0	94,913	0	25,242,965	45,809,320	18,581,533	16,733,150
Internal TIF Loan / Repayment Transfers Out	76			725,729				1,122,200	7,301,777	3,015,889	5,674,333
Total ALL Transfers Out	77	4,500,000	1,584,664	725,729	0	94,913	0	1,122,200	8,027,506	3,754,362	718,206
Total Expenditures & Fund Transfers Out (lines 74+77)	78	9,352,612	3,284,486	1,095,237	1,512,413	12,226,913	0	26,365,165	53,836,826	22,335,895	23,125,689
Ending Fund Balance June 30	79	4,222,531	2,821,352	2,338,319	274,008	-759,001	160,662	16,313,965	25,371,836	29,818,479	29,051,524

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
Taxes Levied on Property	1 2,324,903	709,577		825,798	160,867			4,021,145	3,859,776	3,945,851
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 2,324,903	709,577		825,798	160,867			4,021,145	3,859,776	3,945,851
Delinquent Property Taxes	4							0	0	0
TIF Revenues	5		1,213,485					1,213,485	949,646	1,020,109
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 22,304	6,820		6,903	1,545			37,572	39,611	40,289
Utility franchise tax (Iowa Code Chapter 364.2)	7							0	0	0
Permutuel wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10 11,200	4,300		3,000	600			19,100	19,300	21,809
Hotel/Motel Taxes	11 11,000							11,000	11,000	10,168
Other Local Option Taxes	12	920,000						920,000	920,000	1,030,528
Subtotal - Other City Taxes (lines 6 thru 12)	13 44,504	931,120		9,903	2,145			987,672	989,911	1,102,794
Licenses & Permits	14 112,750	200						112,950	102,750	127,866
Use of Money & Property	15 79,700	28,100	7,000	2,000	10,650	0	30,500	157,950	273,100	457,019
Intergovernmental:										
Federal Grants & Reimbursements	16 21,500	0			0		0	21,500	16,500	771,241
Road Use Taxes	17	831,250						831,250	875,000	873,804
Other State Grants & Reimbursements	18 78,725	26,920	0	21,581	4,834		0	132,060	114,560	161,487
Local Grants & Reimbursements	19 187,500	0						187,500	110,000	209,848
Subtotal - Intergovernmental (lines 16 thru 19)	20 287,725	858,170	0	21,581	4,834		0	1,172,310	1,116,060	2,016,380
Charges for Fees & Service:										
Water Utility	21									
Sewer Utility	22							2,332,927	2,204,527	2,144,832
Electric Utility	23							1,672,773	1,347,754	1,328,988
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26							0	0	0
Landfill/Garbage	27							68,650	68,650	66,633
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32							170,900	170,900	172,953
Other Fees & Charges for Service	33 145,215	100			10,000			155,315	119,310	193,188
Subtotal - Charges for Service (lines 21 thru 33)	34 145,215	100		0	10,000	0	4,245,250	4,400,565	3,911,141	3,906,594
Special Assessments	35 0			0	0			0	1,000	0
Miscellaneous	36 237,500	29,000		0	1,000,000	3,800	26,300	1,296,600	278,450	116,843
Other Financing Sources:										
Regular Operating Transfers In	37 1,225,490	334,174		94,913	4,550,000		1,097,200	7,301,777	3,015,889	5,674,333
Internal TIF Loan Transfers In	38 73,446		67,487	584,796			725,729		738,473	718,206
Subtotal ALL Operating Transfers In	39 1,298,936	334,174	67,487	679,709	4,550,000	0	1,097,200	8,027,506	3,754,362	6,392,539
Proceeds of Debt (Excluding TIF Internal Borrowing)	40		0	0	3,000,000		25,000,000	28,000,000	7,866,654	8,791,619
Proceeds of Capital Asset Sales	41 0	0			0		0	0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 1,298,936	334,174	67,487	679,709	7,550,000	0	26,097,200	36,027,506	11,621,016	15,184,158
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 4,531,233	2,890,441	1,287,972	1,538,991	8,738,496	3,800	30,399,250	49,390,183	23,102,850	27,877,614
Beginning Fund Balance July 1	44 9,043,910	3,215,397	2,145,584	247,430	2,729,416	156,862	12,279,880	29,818,479	29,051,524	24,299,599
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 13,575,143	6,105,838	3,433,556	1,786,421	11,467,912	160,662	42,679,130	79,208,662	52,154,374	52,177,213



ADOPTED BUDGET SUMMARY  
City Name: NEVADA  
Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
<b>Revenues &amp; Other Financing Sources</b>										
Taxes Levied on Property	1 2,324,903	709,577		825,798	160,867			4,021,145	3,859,776	3,945,851
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 2,324,903	709,577		825,798	160,867			4,021,145	3,859,776	3,945,851
Delinquent Property Taxes	4 0	0		0	0			0	0	0
TIF Revenues	5									
Other City Taxes	6 44,504	931,120	1,213,485					1,213,485	949,646	1,020,109
Licenses & Permits	7 112,750	200		9,903	2,145			987,672	989,911	1,102,794
Use of Money and Property	8 79,700	28,100	7,000	2,000	10,650	0	30,500	112,950	102,750	127,866
Intergovernmental	9 287,725	858,170	0	21,581	4,834			157,950	273,100	457,019
Charges for Fees & Service	10 145,215	100		0	10,000	0		1,172,310	1,116,060	2,016,380
Special Assessments	11 0	0		0	0	0	4,245,250	4,400,565	3,911,141	3,906,594
Miscellaneous	12 237,500	29,000		0	1,000,000	3,800		0	1,000	0
Sub-Total Revenues	13 3,232,297	2,556,267	1,220,485	859,282	1,188,496	3,800		13,362,677	11,481,834	12,693,456
<b>Other Financing Sources:</b>										
Total Transfers In	14 1,298,936	334,174								
Proceeds of Debt	15 0	0	67,487	679,709	4,550,000	0	1,097,200	8,027,506	3,754,362	6,392,539
Proceeds of Capital Asset Sales	16 0	0	0	0	3,000,000		25,000,000	28,000,000	7,866,654	8,791,619
Total Revenues and Other Sources	17 4,531,233	2,890,441	1,287,972	1,538,991	8,738,496	3,800	30,399,250	49,390,183	23,102,850	27,877,614
<b>Expenditures &amp; Other Financing Uses</b>										
Public Safety	18 2,066,540	64,600								
Public Works	19 6,500	1,060,672						2,131,140	1,540,068	1,642,657
Health and Social Services	20 0	65,318						1,067,172	1,025,480	971,852
Culture and Recreation	21 1,786,058	175,732						65,318	18,140	59,732
Community and Economic Development	22 173,320	293,500						1,961,790	1,599,269	1,679,106
General Government	23 820,194	40,000	369,508					836,328	662,334	588,206
Debt Service	24 0	0	0					860,194	652,889	448,792
Capital Projects	25 0	0		1,512,413				1,512,413	1,341,263	4,271,926
Total Government Activities Expenditures	26 4,852,612	1,699,822	369,508	1,512,413	12,132,000	0		12,132,000	7,411,000	3,313,093
Business Type Proprietary: Enterprise & ISF	27				12,132,000	0		20,566,355	14,250,443	12,975,364
Total Gov & Bus Type Expenditures	28 4,852,612	1,699,822	369,508	1,512,413	12,132,000	0	25,242,965	25,242,965	4,331,090	3,757,786
Total Transfers Out	29 4,500,000	1,584,664	725,729	0	94,913	0	25,242,965	45,809,320	18,581,533	16,733,150
Total ALL Expenditures/Fund Transfers Out	30 9,352,612	3,284,486	1,095,237	1,512,413	12,226,913	0	1,122,200	8,027,506	3,754,362	6,392,539
Excess Revenues & Other Sources Over	31					0	26,365,165	53,836,826	22,335,895	23,125,689
(Under) Expenditures/Transfers Out	32 -4,821,379	-394,045	192,735	26,578	-3,488,417	3,800	4,034,085	-4,446,643	766,955	4,751,925
Beginning Fund Balance July 1	33 9,043,910	3,215,397	2,145,584	247,430	2,729,416	156,862	12,279,880	29,818,479	29,051,524	24,299,599
Ending Fund Balance June 30	34 4,222,531	2,821,352	2,338,319	274,008	-759,001	160,662	16,313,965	25,371,836	29,818,479	29,051,524

LONG TERM DEBT SCHEDULE - LT DEBT1 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS											
Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy	
Series 2012B - Refinanced CH/PSD and Library Improvement	1 7,320,000	GO	26 (12/13)	85,000	9,413	94,413	500		94,913		
Library FY22 Pymt 85,000 princ/9412.50 int (CH paid in full 6/2019)	2	-				0					
Series 2017 - DuPont/Airport Rd/2013 ST Proj (Refunded 2013 Bond)	3 2,850,000	GO	017 (17/18)	610,000	58,800	668,800	500		584,799	84,50	
Dupont-Prin395,000/Int31,412.50 Airp Prin215,000/Int27,387.50	4	-				0					
Series 2019 - 2019 CIP Work, 10th S/11st St/SE	5 2,250,000	GO	042 (18/19)	540,000	29,100	569,100	500			569,60	
Series 2020 - Central Business District Project	6 8,905,000	GO	048 (19/20)		178,100	178,100	500			178,60	
Series 2020B-Water Revenue (Refunded 2012C Water Rev Bond)	7 2,765,000	NON-GO	004(20/21)	415,000	46,700	461,700	500		462,200		
Series 2012C-Water Revenue- Paid in full by 2020B FY22 pymt redeemed	8 7,090,000	NON-GO	32(12/13)	505,000	69,203	574,203		574,203			
Series 2012C- FY23 pymt redeemed June 1, 2020	9 7,090,000	NON-GO	32(12/13)	515,000	58,345	573,345		573,345			
Series 2012C-FY24 pymt redeemed June 1, 2020	10 7,090,000	NON-GO	32(12/13)	525,000	46,758	571,758		571,758			
Series 2012C-FY25 pymt redeemed June 1, 2020	11 7,090,000	NON-GO	32(12/13)	535,000	34,158	569,158		569,158			
Series 2012C-FY26 pymt redeemed June 1, 2020	12 7,090,000	NON-GO	32(12/13)	550,000	20,515	570,515		570,515			
Series 2012C-FY27 pymt redeemed June 1, 2020	13 7,090,000	NON-GO	32(12/13)	220,000	5,940	225,940		225,940			
Series 2013 - Dpnt/Air refunded by 2020B) FY22 pymt redeemed June1, 2020	14 8,045,000	GO	111(12/13)	580,000	91,200	671,200		671,200			
Series 2013-FY23 pymt redeemed June 1, 2020	15 8,045,000	GO	111(12/13)	600,000	68,000	668,000		668,000			
Series 2013-FY24 pymt redeemed June 1, 2020	16 8,045,000	GO	111(12/13)	630,000	44,000	674,000		674,000			
Series 2013-FY25 pymt redeemed June 1, 2020	17 8,045,000	GO	111(12/13)	230,000	18,800	248,800		248,800			
Series 2013-Fy26 pymt redeemed June 1, 2020	18 8,045,000	GO	111(12/13)	240,000	9,600	249,600		249,600			
	19	-				0					
	20	-				0					
	21	-				0					
	22	-				0					
	23	-				0					
	24	-				0					
	25	-				0					
	26	-				0					
	27	-				0					
	28	-				0					
	29	-				0					
	30	-				0					
TOTALS				6,780,000	788,632	7,568,632	2,500	5,596,519	1,141,912	832,701	



LONG TERM DEBT SCHEDULE - GRAND TOTALS  
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2022	Interest Due FY 2022	Total Obligation Due FY 2022	Bond Reg./ Paying Agent Fees Due FY 2022	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	3,515,000	507,013	4,022,013	2,000	2,511,600	679,712	832,701
NON GO - TOTAL	3,265,000	281,619	3,546,619	500	3,084,919	462,200	0
GRAND - TOTAL	6,780,000	788,632	7,568,632	2,500	5,596,519	1,141,912	832,701

# NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2021 - June 30, 2022

The City of: NEVADA

The City Council will conduct a public hearing on the proposed budget as follows:

Location: Nevada City Council Chambers and via Zoom <https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0Z0eEl0dz09> Meeting Date: 3/22/2021 Meeting Time: 06:00 PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property 14.61800

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number  
(515) 382-5466

City Clerk/Finance Officer's NAME  
Kerin Wright

		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	4,021,145	3,859,776	3,945,851
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	4,021,145	3,859,776	3,945,851
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	1,213,485	949,646	1,020,109
Other City Taxes	6	987,672	989,911	1,102,794
Licenses & Permits	7	112,950	102,750	127,866
Use of Money and Property	8	157,950	273,100	457,019
Intergovernmental	9	1,172,310	1,116,060	2,016,380
Charges for Fees & Service	10	4,400,565	3,911,141	3,906,594
Special Assessments	11	0	1,000	0
Miscellaneous	12	1,296,600	278,450	116,843
Other Financing Sources	13	28,000,000	7,866,654	8,791,619
Transfers In	14	8,027,506	3,754,362	6,392,539
<b>Total Revenues and Other Sources</b>	15	49,390,183	23,102,850	27,877,614
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	2,131,140	1,540,068	1,642,657
Public Works	17	1,067,172	1,025,480	971,852
Health and Social Services	18	65,318	18,140	59,732
Culture and Recreation	19	1,961,790	1,599,269	1,679,106
Community and Economic Development	20	836,328	662,334	588,206
General Government	21	860,194	652,889	448,792
Debt Service	22	1,512,413	1,341,263	4,271,926
Capital Projects	23	12,132,000	7,411,000	3,313,093
<b>Total Government Activities Expenditures</b>	24	20,566,355	14,250,443	12,975,364
Business Type / Enterprises	25	25,242,965	4,331,090	3,757,786
<b>Total ALL Expenditures</b>	26	45,809,320	18,581,533	16,733,150
Transfers Out	27	8,027,506	3,754,362	6,392,539
<b>Total ALL Expenditures/Transfers Out</b>	28	53,836,826	22,335,895	23,125,689
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-4,446,643	766,955	4,751,925
Beginning Fund Balance July 1	30	29,818,479	29,051,524	24,299,599
<b>Ending Fund Balance June 30</b>	31	25,371,836	29,818,479	29,051,524

Proof Of Publication in  
NEVADA JOURNAL

CITY OF NEVADA  
1209 6TH STREET  
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, Lana Kanitz 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  
FY 22 PH CIP

was published in said newspaper 1 time(s) on

March 04, 2021

the last day of said publication being the  
4th day of March, 2021

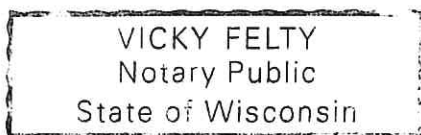
Lana Kanitz  
Legal Clerk

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 4th  
day of March, 2021

FEE: \$13.93  
AD #: 0001394487  
ACCT: 37490



#1394487  
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Nevada City Council will hold a Public Hearing on Monday, March 22, 2021 at 6:00 p.m. at the Nevada City Council Chambers, 1209 6th Street, to hear public input on the proposed FY21/22- FY 24/25 Capital Improvement Plan. The meeting may also be held via Zoom due to the COVID-19 Pandemic at: <https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQj9ML0ZOeEIOdz09>

If you are unable to attend, written comments may be addressed to the City Clerk, 1209 6th Street, P O Box 530, Nevada, Iowa 50201-0530 and must be received by 4:00 p.m. on March 22, 2021.

Kerin Wright  
City Clerk

Published in the Nevada Journal  
on March 4, 2021 (1T)

**RESOLUTION NO. 088 (2020/2021)**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2021/2022  
CAPITAL IMPROVEMENTS PROGRAM**

**WHEREAS**, the statutes of the State of Iowa provide that the Capital Improvements Program shall be adopted by the Corporate Authorities of the City of Nevada; and

**WHEREAS**, the City Council of the City of Nevada has held the necessary hearing after having caused to be made the publication and notice required by law; and

**WHEREAS**, the City Council of the City of Nevada has reviewed the capital improvements program Fiscal Year 2021/2022 as presented by the City staff and to be in the best interest of the City of Nevada; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF NEVADA CITY COUNCIL, STORY COUNTY, IOWA**, that the Fiscal Year 2021/2022 capital improvements program for the City of Nevada, Iowa, on file in the City Clerk's Office is hereby adopted and approved.

Passed and approved this 22<sup>nd</sup> day of March, 2021, by the City Council of the City of Nevada, Iowa.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 088 (2020/2021)) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 088 (2020/2021)) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 088 (2020/2021)) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of March, 2021.

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



Project	Funding	2020-21	2021-2022	2022-23	2023-24	2024-25	Unscheduled
<b>Street Projects</b>							
CBD Improvements, with streetscape	TIF/DS	\$3,000,000	\$2,000,000				
Bridge Approach & Intakes	GO/RUT			\$15,000	\$150,000		
#1 LHW Reconstruction, 1st St to 5th (3 parts)	TIF				\$140,000	\$1,400,000	
#2 LHW Reconstruction, 7th St to 15th	TIF						\$3,080,000
#3 LHW Reconstruction, 1st St to Bridge, 15 to 19St	TIF						\$4,040,000
Connecting 10th Street/10th Street Place, W Avenue	GO						
11th Street N/S and 2nd & LW	GO	\$140,000	\$1,360,000				
South D Avenue	GO						
Street Lights on Fawcett	O/M				\$50,000		
S 11th St-E Ave to S D, Reconstr,	GO						\$2,300,000
E Ave-11th to 8th	GO						\$910,000
US 30 Interchange, Add'l roads	GO						
<b>Total Streets - GO/TIF Funding</b>		\$3,000,000	\$2,000,000	\$15,000	\$340,000	\$1,400,000	\$10,330,000
<b>Project</b>	<b>Funding</b>	<b>2020-21</b>	<b>2021-2022</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Unscheduled</b>
<b>Sewer and Wastewater Projects</b>							
WWTP, Nutrient Removal (transfer to WWCF)	O/M	\$250,000	\$250,000	\$250,000	\$200,000	\$200,000	\$200,000
WWTP, Plant build	REV SRF	\$4,100,000	\$20,100,000	\$20,100,000	\$10,000,000		Total \$24,300,000
Televising	O/M	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
CBD Sanitary Sewer Improvements	TIF/OM	\$265,000					
Sewer lining (CIPP) and manhole rehab - 17-18 blocks	WWT						\$440,000
LHW Reconstr, - 1st St. to 3rd st	O/M					\$165,000	
LHW Reconstr, - 11th to 14th (2027)	O/M						\$247,000
S 11th St-E Ave to S D, Line Sewer	O/M						\$65,000
E Ave-11th to 8th, Sewer replacement	O/M						\$200,000
<b>Total Sewer and Wastewater GO/TIF</b>		\$265,000	\$0	\$0	\$0		\$247,000
<b>Total Sewer and Wastewater REV</b>		\$4,100,000	\$20,100,000	\$20,100,000	\$10,000,000		\$0
<b>Total Sewer and Wastewater O/M</b>		\$265,000	\$265,000	\$265,000	\$215,000	\$215,000	\$655,000

# CAPITAL IMPROVEMENT PROGRAM, FY21-25

## CITY OF NEVADA, IOWA

W:\Office\Finance\BUDGET\2021-2022\CIP

3/8/2021

Project	Funding	2020-21	2021-2022	2022-23	2023-24	2024-25	Unscheduled
<b>Water Projects</b>							
Water Plant Improvements (2027) (xtr to WUPRS)	Wtr OM	\$200,000	\$200,000	\$200,000	\$200,000		\$200,000
CBD Wtr Impr, 6th Street from N Ave. to S	TIF/OM	\$750,000					
Water Infrastructure Risk Assessment	O/M	\$19,000	\$8,000				
Well #4 Abandonment	O/M	\$32,000	\$150,000				
Water Ties - 8th St., linking P Ave. and Q Ave.	O/M						\$33,000
22" 4" Wtr Main Replc - 9th St. (E Ave.-I Ave., J Ave.-L Ave.) 7th St. (E Ave.-H Ave., 10th St. from J Ave.-L Ave), Alley(7th St.-8th St. from L Ave.-N Ave., R Ave.	O/M						\$600,000
22" 4" Water Main Replacement - F Ave., 15th to 18th	O/M			\$12,000	\$118,000		
22" 4" Wtr Main Replc - 16th, 17th & 18th St., H Ave. to F Ave.	O/M			\$23,000.00	\$232,000	\$165,000	
LHW Reconstruction, #1	O/M						
LHW Reconstruction, #2	O/M						\$330,000
LHW Reconstruction # 3	O/M						\$429,000
<b>Total Water GO &amp; TIF</b>							
<i>Total Water O/M</i>		\$750,000					
		\$200,000	\$200,000	\$212,000	\$448,000	\$165,000	\$1,033,000
<b>Project</b>	<b>Funding</b>	<b>2020-21</b>	<b>2021-2022</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Unscheduled</b>
<b>Storm Sewer Projects</b>							
Cost share Program	Stm O/M	\$7,500	\$7,500	\$7,500	\$7,500		\$7,500
CBD Collector Lines	TIF/OM						
15th to 18th/ H Ave to F Ave (New Addition)	Stm O/M			\$15,000	\$145,000		
LHW Reconstruction, #1	O/M				\$14,000	\$140,000	
LHW Reconstruction, #2	O/M						\$308,000
LHW Reconstruction # 3	O/M						\$404,000
SRF Sponsored Project	SRF	\$20,000	\$1,000,000	\$1,000,000	\$1,000,000		
<b>Total Storm Sewer O/M</b>							
		\$7,500	\$7,500	\$7,500	\$21,500	\$140,000	\$315,500
<b>Project</b>	<b>Funding</b>	<b>2020-21</b>	<b>2021-2022</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>Unscheduled</b>
<b>Capital Building Projects</b>							
Fieldhouse	TIF/GO	\$1,000,000	\$7,000,000				
Splashpad	RSV		\$200,000				
Trail along S14 bridge/roadway	TRL						
	RSV/GO				\$500,000	\$500,000	\$500,000

Total Capital Building Projects					3/8/2021
Streets GO Bond every 3 years - approximately \$3,000,000				\$0	\$500,000
Water and Wastewater Projects every 3 years - approximately \$400,000					\$500,000
Storm Projects every 3 years - approximately \$400,000					\$500,000



Proof Of Publication in  
NEVADA JOURNAL

CITY OF NEVADA  
1209 6TH STREET  
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

I, [Signature], 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  
Public Hearing SRF WWTF Ph 2

was published in said newspaper 1 time(s) on

March 11, 2021

the last day of said publication being the  
11th day of March, 2021

[Signature]  
Legal Clerk

[Signature]  
Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the  
11th day of March, 2021

FEE: \$38.70  
AD #: 0001396671  
ACCT: 37490

VICKY FELTY  
Notary Public  
State of Wisconsin

#1396671  
NOTICE OF PROPOSED ACTION TO  
INSTITUTE PROCEEDINGS TO  
ENTER INTO A LOAN AND  
DISBURSEMENT AGREEMENT IN A  
PRINCIPAL AMOUNT NOT TO  
EXCEED \$39,900,000

(SEWER REVENUE)

The City Council of the City of  
Nevada, Iowa, will meet on March  
22, 2021, at the Nevada City Coun-  
cil Chambers, in the City, at 6:00  
o'clock p.m., for the purpose of in-  
stituting proceedings and taking  
action to enter into a loan and dis-  
bursement agreement (the "A-  
greement") and to borrow money  
thereunder in a principal amount  
not to exceed \$39,900,000, for the  
purpose of paying the cost, to that  
extent, of planning, designing and  
constructing improvements and  
extensions to the City's Municipal  
Sanitary Sewer System.

Due to federal and state govern-  
ment recommendations in re-  
sponse to COVID-19 pandemic  
conditions, alternative access to  
the meeting will be provided elec-  
tronically via Zoom, which will be  
accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIUXZHCzZlQl9ML0Z0eEIQdz09>

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

In addition to electronic access,  
written comments may be filed or  
made prior to the meeting and will  
be recorded in the minutes.

The Agreement will not consti-  
tute a general obligation of the  
City, nor will it be payable in any  
manner by taxation but, together  
with the City's outstanding Sewer  
Revenue Bond, SRF Series 2021,  
dated January 29, 2021 and any  
additional obligations of the City  
as may be hereafter issued and  
outstanding from time to time  
ranking on a parity therewith, will  
be payable solely and only from  
the Net Revenues of the Municipal  
Sanitary Sewer System of the City.

At the aforementioned time and  
place, oral or written objections  
may be filed or made to the pro-  
posal to enter into the Agreement.  
After receiving objections, the City  
may determine to enter into the  
Agreement, in which case, the de-  
cision will be final unless ap-  
pealed to the District Court within  
fifteen (15) days thereafter.

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

Kerin Wright  
City Clerk

Published in the Nevada Journal  
on March 11, 2021 (1T)

RECEIVED  
MAR 15 2021  
CITY OF NEVADA



(Hearing – Sewer Revenue)

420131-101

Nevada, Iowa

March 22, 2021

The City Council of the City of Nevada, Iowa, met on March 22, 2021, at 6:00 p.m., at the Nevada City Council Chambers, in the City.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, alternative access to the meeting was provided electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDllUXZHczZlQ9ML0ZOeElOdz09>

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

Electronic access information was included in the published notice and posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. 089 (2020/2021)

Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

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

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

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

WHEREAS, pursuant to the Outstanding Bond Resolution, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bond under the terms and conditions set forth in the Outstanding Bond Resolution; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$39,900,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on March 22, 2021;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

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

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 22, 2021.

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

Attest:

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

....

On motion and vote, the meeting adjourned.

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

Attest:

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

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF STORY  
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$39,900,000.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2021.

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



March 16, 2021

**VIA EMAIL**

Kerin Wright  
City Clerk/City Hall  
Nevada, Iowa

Re: \$39,900,000 SRF Sewer Revenue Loan and Disbursement Agreement  
Our File No. 420131-101

Dear Kerin:

We have prepared and attach proceedings related to the public hearing and additional action on the Sewer Revenue Loan and Disbursement Agreement (the "Agreement") for the March 22, 2021, City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council's determination to enter into the Agreement in the future and its adoption constitutes the "additional action" required by the Iowa Code.
2. Attestation Certificate with respect to the validity of the transcript.

On March 22, 2021, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible.

Please call Emily Hammond, Lauren Baker or me if you have questions.

Best regards,

John P. Danos

**Attachments**

cc: Jordan Cook  
Tracy Scebold  
Tony Toigo  
Michael Maloney

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NEVADA CITY COUNCIL - MONDAY, MARCH 8, 2021 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, March 8, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

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

Also in attendance were: John Hall, Charlie Good, Karen Selby, Marty Chitty, Penny Brown Huber and Dan Haug.

3. APPROVAL OF AGENDA

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

4. Prairie Rivers of Iowa, Story County-wide water monitoring plan, presented by Dan Haug

- A. Resolution No. 078 (2020/2021): A Resolution approving a Cooperative Agreement between Prairie Rivers of Iowa RC&D and the City of Nevada for water monitoring in Story County

Motion by Brian Hanson, seconded by Jason Sampson, to adopt Resolution No. 078 (2020/2021). After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Barb Mittman, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on February 22, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75267-75334 and Electronic Numbers 904-909 (Inclusive) Totaling \$226,776.29 and Great Western Credit Card (See attached list)
- C. Approve Financial Reports for Month of February, 2021

- D. Approve Renewal for Class "E" Liquor License with privileges and Sunday Sales Permit, Casey's Marketing Co d/b/a Casey's General Store #3319, 1800 South B Avenue, Effective April 30, 2021

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

## 6. PUBLIC FORUM

- A. Charlie Good inquired about the Central Business District plans for the placement of a street light in the middle of the drive at Good and Quick. Staff will review the plans.

## 7. OLD BUSINESS

- A. 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, third and final reading

Motion by Jason Sampson, seconded by Brian Hanson, to **adopt Ordinance No. 1016 (2020/2021), third and final reading.** After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 3 for the Wastewater Treatment Facility-Phase 1 Improvements Project from Wenthold Excavating in the amount of \$167,036.13

Motion by Jason Sampson, seconded by Barb Mittman, to **approve Pay Request No. 3 for the Wastewater Treatment Facility-Phase 1 Improvements Project from Wenthold Excavating in the amount of \$167,036.13.** After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

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

After due consideration and discussion no vote of the council was taken.

## 8. NEW BUSINESS

- A. Resolution No. 079 (2020/2021): A Resolution Approving Agreement between City of Nevada and Public Professional and Maintenance Employees Local 2003 IUPAT for the Period of July 1, 2021 to June 30, 2024 and Authorizing and Directing Signing of the Same Approval of the Union Contract

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 079 (2020/2021).** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 080 (2020/2021): A Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$39,900,000

Motion by Sandy Ehrig, seconded by Barb Mittman, to **adopt Resolution No. 080 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Spence, Hanson. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 081 (2020/2021): A Resolution approving Third Addendum to the Purchase Agreement for Real Estate and authorizing Clerk to issue payment

Motion by Brian Hanson, seconded by Jason Sampson, to **adopt Resolution No. 081 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 082 (2020/2021): A Resolution Amending and Approving the Appendix to the City Code

Motion by Dane Nealson, seconded by Brian Hanson, to **adopt Resolution No. 082 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 083 (2020/2021): A Resolution Approving the Local Planning and Administrative Assistance Contract by Region XII Council of Governments and the City of Nevada, Iowa

Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 083 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Spence, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- F. Resolution No. 084 (2020/2021): A Resolution to Approve the Natural Gas Service Agreement with Interstate Power and Light Company to supply gas service to the new Wastewater Treatment Facility at 62512 270<sup>th</sup> St.

Motion by Jason Sampson, seconded by Barb Mittman, to **adopt Resolution No. 084 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- G. Resolution No. 085 (2020/2021): A Resolution to Approve the Gas Facilities Extension Agreement (Advance) with Interstate Power and Light Company to sell gas to the City of Nevada at the Wastewater Treatment Facility, 62512 270<sup>th</sup> St

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 085 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- H. Approve Purchase of Two new Chlorine Analyzers for the Water Treatment Plant



Motion by Brian Hanson, seconded by Barb Mittman, to **approve the purchase of Two New Chlorine Analyzers for the Water Department**. After due consideration and discussion the roll was called. Aye: Hanson, Mittman, Nealson, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- I. Resolution No. 086 (2020/2021): A Resolution expressing intent to provide economic development support to the Verbio Nevada, LLC, redevelopment project

Motion by Dane Nealson, seconded by Sandy Ehrig, to **adopt Resolution No. 086 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Hanson, Mittman, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

## 9. REPORTS:

Mayor Barker reported on the public meeting for the downtown project. Plans are to host a Community Coffee virtually this month to discuss the Story County vaccine process. There could possibly be a coffee next month to talk about the Vision 2040 plan. The Vision 2040 committee is also planning a public meeting to get feedback from the community. Mayor also updated the council on the Nevada Foundation fundraising efforts for the Fieldhouse.

John Hall explained the housing studies that are being conducted in Story County and Nevada and how those studies will help identify the needs for Nevada.

Council Member Sampson informed the council on the Lincoln Highway Days committee. They are planning for a celebration this year on August 28<sup>th</sup>. Council Member Ehrig advised the Healthy Hometown committee is meeting tomorrow. Council Member Nealson reported on the Runners United Nevada event, RUN Country Fest on May 22<sup>nd</sup> and their other events.

Public Works Director Rydl reported interviewing will begin next Monday for the open Streets and Wastewater Supervisor positions. He also noted an additional water main break was located today. Staff began fueling vehicles through the school.

Park and Rec Director Hansen advised staff will be doing some crack repair on the trail with the help of the street department.

Director of Fire/EMS Reynolds advised the firefighter's grants will be reviewed in the coming weeks. The process of upgrading the department to ALS has begun. He thanked the partnership with NuCara and Story County Medical Center with the ALS status. He advised 2021 fireworks again will be contracted out. Volunteers will be helping to raise funds for the event.

Interim Library Director Bellis reported the library will be working toward their next phase of reopening.

City Engineer Casey Patton updated the council on the downtown project and upcoming streets projects. The plans for the abandoned well will be ready in the next week or so.

## 10. ADJOURNMENT

There being no further business to come before the meeting, motion by Luke Spence, seconded by Brian Hanson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:57 p.m. the meeting adjourned.

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

ATTEST:

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

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

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

**CITY OF NEVADA  
CLAIMS REPORT FOR MARCH 22, 2021  
3/9/21 THRU 3/22/21**

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2020 PMT	685.36	913
ALLIANT	WTR/STS/CEM-UTILITIES	3,937.89	75343
ARNOLDS	PD-BATTERY	158.38	75344
VERIZON	PD/LIB/WTR/WWT-PHONE	594.44	75345
GALLS	PD-#603 UNIFORM	178.91	75346
WINDSTREAM	SC-PHONES	57.19	75347
SAMS CLUB	PD/FD/CH-SUPPLIES	130.22	75348
METRO WASTE AUTHORITY	FD-HAZMAT WASTE REMOVAL	164.96	75349
WILLIE & DONNA SEE	WWTF-AGRMT BUYOUT	19,770.00	75350
MENARDS	GH/EMS-SUPPLIES	100.37	75351
WENTHOLD EXC	WWTF-PHASE 1	167,036.13	75352
EFTPS	FED/FICA TAX	23,087.15	912
ICMA	DEFERRED COMP	945	75340
COLLECTION SVC	CHILD SUPPORT	305.71	75341
GREAT WESTERN	HSA	217.49	75342
QUILL	LIB-SUPPLIES	63.73	75357
BAKER & TAYLOR	LIB-MATERIALS	2,095.81	75358
IA COMMUNICATIONS NTWK	LIB-LONG DISTANCE	16.26	75359
DEMCO	LIB-SUPPLIES	835.91	75360
AMAZON.COM	LIB-MATERIALS	103.38	75361
CENTER POINT	LIB-MATERIALS	46.74	75362
CENGAGE	LIB-MATERIALS	1,174.04	75363
AMES PUBLIC LIBRARY	LIB-MATERIALS	10.75	75364
CUB EMBROIDERY	LIB-EMBROIDERY	58.65	75365
URBANDALE PUBLIC LIBRARY	LIB-BOOK	20	75366
TREASURER STATE OF IOWA	SALES TAX 3/1-15/2021	6,959.00	914
TREASURER STATE OF IOWA	WET 3/1-15/2021	11,828.73	915
WAGeworks	FSA 2020 PMT	75.59	916
ROLAND STORY LITTLE LEAGUE	2021 LITTLE LEAGUE	2,541.63	75368
SOUTH HAMILTON LTL LEAGUE	2021 LITTLE LEAGUE	1,721.53	75369
GILBERT YOUTH BASEBALL	2021 LITTLE LEAGUE	4,759.06	75370
COLO-NESCO REC	2021 LITTLE LEAGUE	953.35	75371
COLLINS MAXWELL	2021 LITTLE LEAGUE	2,042.71	75372
BEN FRANKLIN	PKA-SUPPLIES	9.77	75373
BIG 8 TYRE CENTER	P&Z-OIL CHANGE	30.99	75374
BROWN SUPPLY	WTR-CLAMPS/RPR CLAIMS	734	75375
HAWKINS	WTR-AZONE 15	2,839.00	75376
NEVADA VET	PD-ANIMAL CONTROL	80.4	75377
MUNICIPAL SUPPLY	STS-COUPERS	355.5	75378
NEVADA LUMBER	CEM-LUMBER	343.2	75379
VAN WALL EQUIP	PKM-SNOWBLOWER RPR	51.3	75380
NEVADA POSTMASTER	WTR/WWT-PERMIT#2 1ST CLASS	245	75381

STATE HYGIENIC LAB	WWT-LAB ANALYSIS	4,211.00	75382
CAPITAL SANITARY	GH-SUPPLIES	382.1	75383
ARNOLDS	ALL-SUPPLIES	862.54	75384
ELECTRIC WHOLESALE	PKM-PHOTCELL	36.15	75385
HACH COMPANY	WTR-CHEMICALS	292.45	75386
DOOR & FENCE STORE	STS-SVC DOOR OPENERS	584.25	75387
GATEHOUSE-DB IOWA HOLDINGS	PUBLIC NOTICES	795.94	75388
STORY CO MEDICAL CENTER	PD-CELENTANO HEPB-2	219	75389
SEE, HAROLD	WWT-REIMB	29.66	75390
IA STATE UNIVERSITY	FD-RADIO SUBSCRIBER FEES	13,233.68	75391
IA POLICE CHIEFS ASSOC	PD-HENDERSON MEMB	75	75392
STOREY KENWORTHY	COVID-HAND SANITIZER	85.59	75393
VESSCO INC	WTR-SUPPLIES	3,603.71	75394
MIDIOWA NET	PKA/PKM-INTERNET	165	75395
NEVADA HARDWARE	ALL-SUPPLIES	204.16	75396
WESTRUM LEAK DETECTION	WTR-LEAK DETECTION	1,045.00	75397
WINDSTREAM	PD/POOL-PHONES	77.98	75398
CONSUMERS ENERGY	ALL-UTILITIES	4,994.20	75399
INTERSTATE ALL BATTERY	PD-BATTERIES	100.4	75400
IA FIRE CHIEFS ASSOC	FD-REYNOLDS DUES	25	75401
JOHN DEERE FIN	WTR/STS-SUPPLIES	240.64	75402
HR GREEN	ALL-ENG	22,192.50	75403
IA DEPT OF INSPECS & AP	4PLX-FOOD SVC LIC	150	75404
CENTRAL STATES	WTR-DERECHO DAMAGE INS REIMB	712	75405
BRICK GENTRY	ALL-LEGAL	13,365.00	75406
ZIMCO	PKM-HERBICIDE	1,700.00	75407
MISSISSIPPI LIME	WTR-QUICKLIME	6,579.26	75408
JOHNSON CONTROLS	WTR-SECURITY	250	75409
WILLIAMSON ELECTRIC	CEM-GAS HEATER	275	75410
KELTEK INC	FD-MOUNT CONTROLLER	6,535.98	75411
CENTRAL IOWA WATER ASSC	WTR-LWE RAW WATER 4/2021	384.91	75412
FAIR MANUFACTURING INC	STS-CORD	764.42	75413
UTILITY SERVICE	WTR-PLANT TANK/8TH STREET TANK	10,180.08	75414
AIR PRODUCTS & CHEMICALS	WTR-CARBON DIOXIDE LIQUID	1,445.00	75415
QUADIENT	ALL-POSTAGE	1,000.00	75416
AMAZON	PD/REC/ADM-SUPPLIES	562.95	75417
WEX BANK	ALL-GAS CARDS	5,151.10	75418
AUTOMATIC SYSTEMS	WWT-RELAY HEATER ELEMENTS	152.19	75419
CENTRAL IA TOWING	FD-TOW	539	75420
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	70.28	75421
ALLIED SYSTEMS	WWT-PUMP/PANEL CONTROLS	16,152.25	75422
MARCO	ALL-COPIER LEASE	799	75423
SEYMOUR, SEAN	PD-REIMB	34.31	75424
MENARDS - AMES	CEM-SUPPLIES	653.29	75425
VINYL GRAPHICS	PD-DECAL	235.34	75426
THE AUSTIN PETERS GROUP	ALL-WAGE/SALARY STUDY	775	75427
INTERSTATE POWER SYSTEMS	FD-#410 TRANSMISSION SENSOR	1,512.72	75428

PETTY CASH-ADMIN	PETTY CASH	261.51	75429
LIFE MADE SIMPLE	CA/PD/FD-TIME MASTERY WKSHP	1,292.00	75430
LOAIZA, CHRISTIAN	GH-CANCELLATION REFUND	200	75431
KINGSBURY, JASON	WWT-BOOT INSOLES KINGSBURY	15.29	75432
	600 WATER	75	
	601 WATER DEPOSITS	86.63	
	Refund Checks Total	161.63	
	Accounts Payable Total	382,569.06	
	Payroll Checks	64,987.36	
	***** REPORT TOTAL *****	447,718.05	
	GENERAL	89,807.66	
	ROAD USE TAX	14,176.45	
	RUT CAPITAL	22	
	LOCAL OPTION SALES TAX	449.62	
	LIBRARY TRUST	1,329.51	
	NORTH STORY BASEBALL	12,018.28	
	PARK OPEN SPACE	71.61	
	RAILROAD CROSSING IMP	24.39	
	2011 PCC PAVEMENT/PATCHIN	20,678.50	
	2017 STS/WT/SE/STRM PROJ	37	
	WATER	63,159.31	
	WATER DEPOSITS	86.63	
	WATER CAPITAL REVOLVING	5,090.04	
	SEWER	27,837.43	
	SEWER CAP IMP PROJECT	186,806.13	
	SEWER EQUIP REVOLVING	15,912.25	
	SRF SPONSORED PROJECT	1,514.00	
	LANDFILL/GARBAGE	55.32	
	STORM WATER	73.5	
	REVOLVING FUND	7,807.47	
	FLEX BENEFIT REVOLVING	760.95	
	TOTAL FUNDS	447,718.05	



Applicant License Application ( LA0001071 ) Item # 5C  
Date: 3/22/21

Name of Applicant: WILLIAM F. BALL POST NO. 48.

Name of Business (DBA): American Legion Post #48

Address of Premises: 1331 6th Street

City Nevada

County: Story

Zip: 5020100

Business (515) 382-2837

Mailing 1331 6th Street

City Nevada

State IA

Zip: 502010000

#### Contact Person

Name Allen Kockler

Phone: (515) 382-6979

Email

alk@kockler.com

Classification Class A Liquor License (LA) (Private Club)

Term: 12 months

Effective Date: 03/31/2021

Expiration Date: 03/30/2022

Privileges:

Class A Liquor License (LA) (Private Club)

Sunday Sales

#### Status of Business

BusinessType: Privately Held Corporation

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

#### Ownership

Donald Kockler

First Name: Donald

Last Name: Kockler

City: Nevada

State: Iowa

Zip: 50201

Position: Commander

% of Ownership: 0.00%

U.S. Citizen: Yes

#### Insurance Company Information

Insurance Company: Illinois Casualty Co

Policy Effective Date: 03/31/2021

Policy Expiration 03/30/2022

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the March 22, 2021 Council Agenda

Business Name American Legion Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Manager's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Owners Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

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

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

3-11-21  
Date

[Signature]  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

No issues  
\_\_\_\_\_  
\_\_\_\_\_  
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***Nevada Public Safety Department – Fire & EMS***

TO: Nevada City Council

FROM: Ricardo Martinez II  
Nevada Public Safety Director

DATE: Thursday, March 4, 2021

RE: Recommendation for Probationary Firefighter status – Devon Dubendorf

An application has been received from Devon Dubendorf for membership with the Nevada Fire and EMS. A background has been completed. Per department Standard Operating Guideline 13-2, *Volunteer Members*, it is the recommendation of the Director of Fire and EMS Ray Reynolds, and myself, Devon Dubendorf be approved as a probationary member of Nevada Fire Department.

Devon will be at the Monday, March 22, 2021, City Council meeting. Please contact me should you have questions regarding this memorandum.

Respectfully,

Ricardo Martinez II  
Public Safety Director

**▲ Certified Local  
Government Annual  
Report**

## Certified Local Government Annual Report

\* indicates a required field

*Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.*

*This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.*

**▲ One question on this form needs attention.**

A required question is incomplete: 36

**1. Name of the city, county, or land use district: \***

Please choose the name from the drop down table.

Nevada Historic Preservation Commission

**2. Did your commission undertake any projects for historic identification/survey, evaluation and or registration/nomination projects in this calendar year? \***

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

- 1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
- 2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

no

**3. Were any National Register of Historic Places (NRHP) properties in your City, County, or LUD were altered, moved, or demolished in this calendar year? \***

no

**1 Forms****2 Attachments****3 Portfolio****4 Submit****NEXT >**

\_\_\_\_\_ If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

No

- 5. If you answered yes to the previous question, in this calendar year, what properties did your city place on its list of locally designated historic landmarks and/or historic districts? Please provide the historic name and address of each property**

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

0 of 8000 characters

- 6. In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A \***

N/A

3 of 8000 characters

- 7. Has your city or county passed other ordinances that directly or indirectly affect historic preservation? \***

no

- 8. Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!**



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preservation programs.

- ☐ a. Historic preservation planning. Examples include the development or revision of an preservation plan, development of a work plan for your commission, etc.
- ☐ b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.
- ☐ c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.
- ☐ d. Design guidelines/standards

**9. Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year? \***

We are proud of our combined efforts with the Main Street Nevada on the project "Going the Distance in 2020". Creating a walking tour using QR codes at historical locations for more information. We also submitted Neva Patterson to the "Celebrate Where Women Made History".

COVID was are largest challenge for 2020.

318 of 8000 characters

10.

**What partnerships did your commission form or continue with other entities? (examples include local main street office, local school, historical society, library, museum, service club, etc.) If none, enter N/A \***

Main Street Nevada, The City of Nevada, Historical Society, Nevada Library

74 of 8000 characters

11.

**Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A. \***

N/A

3 of 8000 characters

**12. Does your commission have a website? \***

- ☒ Yes
- ☐ No

**12.1. What is the website address? \***

1 Forms 2 Attachments 3 Portfolio 4 Submit

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58 of 6000 characters

**13. Does your commission have a Facebook page? \***

☐ Yes

☒ No

**14.**

**List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled). \***

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.

2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.

3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.

4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

4/24/2020

9/21/2020

12/23/2020

32 of 8000 characters

**15.**

**We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget? \***

\$1000

5 of 6000 characters

**16. Where are your official CLG files located? \***

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

Nevada City Hall

16 of 6000 characters

**1** Forms**2** Attachments**3** Portfolio**4** Submit

NEXT &gt;

John Augustus  
 Barbara Howard  
 Linda Wright  
 Dianna Haley

68 of 6000 characters

**18.**

Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan? \*

The Commission is still actively working with City management to get wayfinding signs in place. We were also given the opportunity to work with Main Street Nevada and 21st Century Rehab on the Going the Distance 20in2020.

222 of 6000 characters


**19.**

Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2021. Please attach your work plan to your annual report. \*

 2021 Historical Preservation Work Plan.docx (12KB) 

**20. Please update contact information about your 2021 Chief Elected Official. \***

Note: This is beginning January 2021. Please provide the information for the Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees.

First and Last Name	Mailing Address	Phone Number	Email Address
Brett Barker	1209 6th Street	515-382-5466	mayor@cityofne 

+ Add a row

**1** Forms**2** Attachments**3** Portfolio**4** Submit

NEXT &gt;

This is a local government staff member and is required. Electronic and mailed communication is sent to the staff person and chair of the commission who will forward to the rest of the commission members.

First and Last Name	Job Title	Mailing Address	Phone Number	Email Address
Balinda Ellis	Staff Acct	1209 6th St.	5153825466	bellsworth@

+ Add a row

**22.**

**Please complete the following and provide contact information about your 2021 Chairperson/Commissioner. \***

Note: Electronic and mailed communication will be sent to the staff person for the commission and the chair who will forward the information to the rest of the commission members.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Dianna Hale	727 Westwc	5152901477		727haley@

+ Add a row

**22.1.**

**If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A. \***

N/A

3 of 200 characters

**22.2. Specify the month, day, and year that the commissioner's term will end. \***

06/30/2023

**22.3.**

**Does this person serve as the Contact with the State Historic Preservation Office for the Commission? \***

☐ Yes☒ No

**1** Forms**2** Attachments**3** Portfolio**4** Submit

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commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Barbara Ho	1110 9th st.,	6412020654		lgbahoward@

+ Add a row

**23.1.**

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

N/A

3 of 6000 characters

**23.2. Specify the month, day, and year that the commissioner's term will end.**

06/30/2021

**23.3.**

Does this person serve as the Contact with the State Historic Preservation Office for the Commission? \*

☐ Yes☒ No**24.**

Please complete the following and provide information about your 2021 Secretary/Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
John Hall	1025 Chero	5157205305		johnrhall91@

+ Add a row



**1** Forms**2** Attachments**3** Portfolio**4** Submit

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N/A

3 of 6000 characters

**24.2. Specify the month, day, and year that the commissioner's term will end.**

06/30/2021

**24.3.****Does this person serve as the Contact with the State Historic Preservation Office for the Commission?**☐ Yes☒ No[Clear Answer](#)**25.****Please complete the following and provide information about your 2021 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Jon Augustu	1135 Lincoln	7128303511		jon.augustu@

+ Add a row

**25.1.****If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.**

N/A

3 of 6000 characters

**25.2. Specify the month, day, and year that the commissioner's term will end.**

06/30/2022

**1** Forms**2** Attachments**3** Portfolio**4** Submit

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☒ No[Clear Answer](#)**26.**

**Please complete the following and provide information about your 2021 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Linda Wrigh	1883 9th st	5152907939		lmwright@y 

+ Add a row

**26.1.**

**If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.**

N/A

3 of 6000 characters

**26.2. Specify the month, day, and year that the commissioner's term will end.**

06/30/2023

**26.3.**

**Does this person serve as the Contact with the State Historic Preservation Office for the Commission?**

☐ Yes☒ No[Clear Answer](#)**27.**

**Please complete the following and provide information about your 2021 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



**1 Forms****2 Attachments****3 Portfolio****4 Submit****NEXT >****28.**

**Please complete the following and provide information about your 2021 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
------------------------	-----------------	----------------------	----------------------	---------------



+ Add a row

**29.**

**Please complete the following and provide information about your 2021 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
------------------------	-----------------	----------------------	----------------------	---------------



+ Add a row

**30.**

**Please complete the following and provide information about your 2021 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
------------------------	-----------------	----------------------	----------------------	---------------



+ Add a row

**31.**

**Please complete the following and provide information about your 2021 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
------------------------	-----------------	----------------------	----------------------	---------------


**1** Forms**2** Attachments**3** Portfolio**4** Submit

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**32.**

**Please attach biographical sketches for commissioners who were newly appointed in 2021.**

Please be sure newly appointed commissioners sign and date their statement.

 Choose a file

**33.**

**Does your commission have any vacancies? If so, how many? If you have no vacancies, enter N/A. \***

Not at this time.

17 of 6000 characters

**34. Please complete the Commission Training Table. \***

An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Names of Attendees
---------------	----------------------	----------	------	--------------------

N/A				
-----	--	--	--	--



+ Add a row

**35.**

**Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names. \***

Please note this must be completed. If no one attended, enter none.

N/A

3 of 6000 characters

**36. Signature page \***

**1** Forms

**2** Attachments

**3** Portfolio

**4** Submit

NEXT >

---

Saved



## Certified Local Government Annual Report

Name of Certified Local Government: \_\_\_\_\_

\_\_\_\_\_  
*Signature of person who completed this report*

\_\_\_\_\_  
*Date*

*I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).*

\_\_\_\_\_  
*Date of public meeting*

\_\_\_\_\_  
*Signature of Mayor or Chairman of the Board of Supervisors*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name of Elected Official*

***Please upload this completed form with your annual report on SlideRoom.***

***Thank you.***

**Kerin Wright**

---

**From:** Mayor Barker  
**Sent:** Friday, March 12, 2021 3:51 PM  
**To:** Tim Hansen; Brian Hanson; Jason Sampson; Dane Nealson; Sandy Ehrig; Luke Spence; Barb Mittman  
**Cc:** Jordan Cook; Kerin Wright; Erin Clanton (Brick Gentry)  
**Subject:** Re: COVID Follow Up

Kerin,

Can you place this on the agenda for our next meeting?

Brett

**From:** Tim Hansen <thansen@cityofnevadaaiowa.org>  
**Date:** Friday, March 12, 2021 at 12:27 PM  
**To:** Mayor Barker <mayor@cityofnevadaaiowa.org>, Brian Hanson <bhanson@cityofnevadaaiowa.org>, Jason Sampson <jsampson@cityofnevadaaiowa.org>, Dane Nealson <dnealson@cityofnevadaaiowa.org>, Sandy Ehrig <sehrig@cityofnevadaaiowa.org>, Luke Spence <lspence@cityofnevadaaiowa.org>, Barb Mittman <bkmittman@cityofnevadaaiowa.org>  
**Cc:** Jordan Cook <jcook@cityofnevadaaiowa.org>, Kerin Wright <KWright@cityofnevadaaiowa.org>, "Erin Clanton (Brick Gentry)" <erin.clanton@brickgentrylaw.com>  
**Subject:** COVID Follow Up

Good Afternoon,

I wanted to follow up with you in regards to the COVID discussion on Monday night pertaining to Gates Hall and capacity limits. We have reached out to the Ames Coin Club about their May coin show. They are planning their event within our current restriction of 50% capacity, which has posed some challenges on the number of vendors they will allow, as well as the number of people allowed in to view/shop at the show. They would like to see the capacity limit eased/lifted, but at this point will operate as directed.

There was a wedding booked for June, but they have postponed it, so there are no issues with them. All other events at this time are smaller groups and the County Attorney's Office, which is very good with operating at the 50% capacity.

If anyone has questions, please let me know.

Thank You,

Tim Hansen  
Director of Parks and Recreation  
City of Nevada  
825 15<sup>th</sup> Street  
Nevada, IA 50201  
515-382-4352 (Phone)  
515-382-3315 (Fax)  
[thansen@cityofnevadaaiowa.org](mailto:thansen@cityofnevadaaiowa.org)  
[www.cityofnevadaaiowa.org](http://www.cityofnevadaaiowa.org)

### AMENDMENT NO. 3 TO WATER TOWER OPTION AND LEASE AGREEMENT

This AMENDMENT NO. 3 TO WATER TOWER OPTION AND LEASE AGREEMENT ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the City of Nevada, a political subdivision of the State of Iowa ("LESSOR"), with its principal office located at 1209 6<sup>th</sup> Street, Nevada, Iowa 50201, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership ("LESSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

#### RECITALS

A. The Parties, or their predecessors-in-interest, are parties to a Water Tower Option and Lease Agreement dated December 30, 1996, as amended by that certain Amendment No. 1 to Option and Lease Agreement dated March 22, 1999, and as further amended by that certain Amendment No. 2 to Water Tower Option and Lease Agreement dated May 7, 2012 (collectively, the "Agreement"), whereby LESSOR leased to LESSEE certain space upon LESSOR's water tower and ground space upon LESSOR's real property located at 400 8<sup>th</sup> Street, Nevada, Iowa 50201 (the "Property"), together with rights of way for ingress and egress and utilities thereto (which together with the tower space and ground space constitute the "Premises," as further described in the Agreement) for the installation, operation and maintenance of LESSEE's communications facility; and

B. The Agreement is expected to expire on March 14, 2022; and

C. The Parties desire to amend the Agreement to (i) extend the term thereof, (ii) revise the rental payments due under the Agreement, and (iii) modify other provisions thereof, as provided herein.

#### AGREEMENT

NOW THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM EXTENSION. Commencing upon March 15, 2022 (the "Additional Renewal Term Commencement Date"), the term of the Agreement shall automatically extend for five (5) additional renewal terms of five (5) years each (each an "Additional Renewal Term"), upon the same terms and conditions of the Agreement, unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of LESSEE's intent to terminate at least ninety (90) days prior to the end of the then-current term.

2. REVISED RENT. As consideration for the rights granted herein, commencing upon the Additional Renewal Term Commencement Date, LESSEE shall pay LESSOR monthly rental in the amount of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) pursuant to the terms of the Agreement. Commencing upon the first anniversary of the Additional Renewal Term Commencement Date, and on each anniversary thereafter, the monthly rental shall increase to an amount equal to one hundred two percent (102%) of the monthly rental payable with respect to the immediately preceding lease year.

3. ADMINISTRATIVE FEE. Within sixty (60) days of the Effective Date, LESSEE shall pay to LESSOR a one-time, lump-sum, non-refundable payment in the amount of Two Thousand Dollars and 00/100 (\$2,000.00) to reimburse LESSOR for its administrative costs associated with this Amendment.

4. NOTICE. LESSEE's notice address in Article 1(f) of the Agreement is hereby replaced with the following:

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

5. RATIFICATION OF THE AGREEMENT. Except as specifically modified by this Amendment, the Parties agree that all of the terms and conditions of the Agreement are in full force and effect and remain unmodified, and the Parties hereby ratify and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

*(Signatures appear on the following page)*

*(The remainder of this page left intentionally blank)*

**IN WITNESS WHEREOF**, the Parties hereto have executed in duplicate this Amendment on the day and year first above written.

**LESSOR:**

City of Nevada,  
a political subdivision of the State of Iowa

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

**LESSEE:**

Cellco Partnership d/b/a Verizon Wireless

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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



IAT NEVADA-1

ORIGINAL

WATER TOWER OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is made and entered into as of the 30<sup>th</sup> day of December 1996, between Lessor and Lessee.

A. Lessor is the owner of certain real property located in the County of Story, State of Iowa, described in Exhibit A attached hereto and made a part hereof by this reference (the "Property").

B. Lessee desires to obtain an option to lease certain space upon the water tower and real property, consisting of ground space for an equipment shelter as well as rights of way for ingress and egress and utilities thereto (the "Premises"). The Premises are described in Exhibit A attached hereto and made a part hereof by this reference. The Premises may be more specifically described following a survey which may be obtained at a later time.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

**ARTICLE 1.**

In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- (a) Premises located at: 400 (approximately) Eighth Street, Nevada, Iowa
- (b) Lessor: City of Nevada
- (c) Lessor's Address: 1209 Sixth Street  
P. O. Box 530  
Nevada, Iowa 50201  
Telephone (515) 382-5466
- (d) Lessor's Rent Payee: City of Nevada  
Address: 1209 Sixth Street  
P. O. Box 530  
Nevada, Iowa 50201
- (e) Lessee: Iowa RSA 10 General Partnership

- (f) Lessee's Address: U S WEST NewVector Group, Inc.  
3350 - 161st Avenue Southeast  
Bellevue, Washington 98008-1329  
P. O Box 91211  
Bellevue, WA 98009-9211  
Attention: Real Estate Department - M/S 581  
Telephone: (206) 747-4900
- (g) Option Period: Twelve (12) months, beginning on the Effective Date.
- (h) Option Payment: Five Hundred and no/100 Dollars (\$500.00)
- (i) Commencement Date: the commencement date of the Lease, set forth in the Lessee's Notice of Exercise of the Option.
- (j) Expiration Date: The date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to article 3.03.
- (k) Rent: Four Hundred Fifty and no/100 Dollars (\$450.00) per month.
- (l) Renewal Terms: four (4) consecutive periods of five (5) years each, beginning on the Expiration Date.

## ARTICLE 2.

2.01 Option Grant. In consideration of the Option Payment to be paid by Lessee to Lessor after execution of this Agreement by both parties, Lessor hereby grants to Lessee the right and option (the "Option") to lease the Premises, including rights of way and easements for ingress, egress and utilities for access thereto, on the following terms and conditions. The date on which this Agreement has been executed by both Lessor and Lessee shall thereafter be considered the "Effective Date" of this Agreement.

2.02 Exercise of Option. The Option may be exercised by Lessee at any time during the Option Period by notice from Lessee to Lessor. Lessee's notice shall state the Commencement Date. Upon exercise of the Option, the Premises shall be subject to the Lease for the use described herein.

Lessee may extend the Option Period an additional one year, by giving notice to Lessor at any time during the Option Period, and by paying an additional payment of One Thousand and no/100 Dollars (\$1,000.00). The time during which the Option may be exercised may be further extended by agreement of the parties.

2.03 Termination of Option. If Lessee fails to exercise this Option within the Option Period, including any extension thereof, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.



2.04 Legal Description. Lessor grants Lessee the right, but not the obligation, at any time during the term of this Agreement, to obtain a survey of the Premises at Lessee's expense. The legal description that may be derived from the survey will become Exhibit B which will be attached hereto and made a part hereof, and shall control in the event of any inconsistency between it and Exhibit A.

2.05 Right of Entry. Lessor shall permit Lessee, during the Option Period, including any extensions thereof, free access to the Property and the Premises, at Lessee's cost, to conduct surveys, subsurface boring tests, feasibility and final configuration assessments, environmental assessments, and other inspections of the Property and Premises, at Lessee's cost, as Lessee may deem necessary. At the expiration of the Option Period or any extension thereof, if Lessee has not exercised its Option, Lessee will restore the Premises to their original condition at the Effective Date, reasonable wear and tear excepted.

### ARTICLE 3.

3.01 Lease Term The term of this Lease shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way to the Premises. Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Lessee's use of the Premises.

3.02 Rent. Each month during the Lease term, Lessee shall pay the Rent to the name and address specified as Lessor's Rent Payee.

3.03 Right to Extend. Lessee shall have the right to extend the term of this Lease for the Renewal Terms. Notice of the exercise of the right to extend the term shall be given by Lessee to Lessor at least six (6) months before the end of each such period.

3.04 Renewal Rental. Each month during the first five-year extension term Lessee shall pay monthly rent in the amount of Five Hundred Forty and no/100 Dollars (\$540.00); each month during the second five-year extension term Lessee shall pay monthly rent in the amount of Six Hundred Forty-eight and no/100 Dollars (\$648.00); each month during the third five-year extension term Lessee shall pay monthly rent in the amount of Seven Hundred Seventy-seven and 60/100 Dollars (\$777.60); each month during the fourth five-year extension term Lessee shall pay monthly rent in the amount of Nine Hundred Thirty-three and 12/100 Dollars (\$933.12).

3.05 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto (the "Facility"). The Facility may consist of a water tower-mounted antenna system and ground space for an equipment shelter, including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas. This may include, without limitation, radio transmission and computer

equipment, batteries and generator equipment. All improvements shall be at Lessee's expense. Lessee will be responsible for any damages to Lessor's property directly and proximately caused by Lessee during testing, construction, operation and maintenance of the facilities. Lessee shall maintain the Premises in reasonable condition.

In addition, in the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Lessee may erect additional telecommunications facilities and install additional equipment on a temporary basis on the Property to assure continuation of service.

Lessee hereby consents to the use of Lessor's Property by another communication provider for the erection, operation and maintenance of a transmission facility (including an antenna structure) so long as (a) Lessor provides not less than sixty (60) days' prior notice to Lessee of the erection of such facility together with facility specifications for Lessee's approval, (b) the new antenna structure shall be erected so that the new antennas shall be located a distance of not less than twenty (20) feet, vertically and horizontally, from Lessee's antennas, (c) the erection, maintenance and operation of such transmission facility shall not result in any impairment or diminution in the quality of the communications service rendered by Lessee to or from the Property, and (d) no changes shall be made to the antenna structure of such other provider without Lessee's prior written consent, which consent shall not be unreasonably withheld. If Lessee deems, in its sole discretion, that the provisions of this article have been violated by Lessor or such other provider, Lessee shall provide Lessor with notice of such violation. If such violation is not cured or mitigated (at no expense to Lessee) within twenty-four (24) hours of receipt of such notice, Lessor shall cause such other provider to immediately cease use of its radio system, or portion thereof causing such interference, until such time as the interference is cured. Lessor shall require that any agreement with such other provider shall include a provision requiring compliance by such other provider with the provisions of this article.

**3.06 Termination.** This Agreement may be terminated, without any penalty or further liability, on sixty (60) days' written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if Lessee does not obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Lessee's business; or (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Facility or for the communications system to which the Facility belongs.

No later than sixty (60) days after the termination of this Agreement, by expiration of the term or otherwise, Lessee will remove its personal property and fixtures and restore the Premises to their condition on the Effective Date, reasonable wear and tear and casualty loss excepted. If time for removal causes Lessee to remain on the premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or the existing monthly pro rata basis if based on a longer payment term, until such time as the removal of the personal property and fixtures is completed.



#### ARTICLE 4.

4.01 Lessee's Insurance. Lessee agrees to maintain general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 combined single occurrence limit.

4.02 Lessor's Insurance. At all times during the term of this Agreement, Lessor will carry and maintain fire and extended coverage insurance covering the Property and its equipment in amounts not less than their full replacement cost. Lessor shall also carry commercial general liability insurance in amounts reasonably determined by Lessor.

4.03 Waiver of Subrogation. Lessor and Lessee each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this article or any other property insurance actually carried by such party. Lessor and Lessee, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Property or the Premises or the contents of either.

4.04 Damage. If the Premises or a portion of the Premises necessary for Lessee's occupancy are damaged during the term of this Lease by any casualty which is insured under standard fire and extended coverage insurance policies, Lessor will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. The Rent or Renewal Rent, as applicable, will be abated proportionately during any period in which there is substantial interference with the operation of Lessee's business. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than thirty (30) days to repair, then either Lessor or Lessee may terminate this Lease.

4.05 Indemnification. During both the option period and the term of the Lease, Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage caused by the negligence or willful misconduct of the Lessee, its servants or agents except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Lessor, its servants, agents, or any other party for whom Lessor may be responsible.

#### ARTICLE 5.

5.01 Lessor Compliance. Lessor represents and warrants that, as of the date of this Lease, the Premises and the Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Property (collectively, "Laws"). At its sole cost and expense, Lessor will promptly comply with all Laws, and will cause the Premises and the Property to comply with all Laws, except to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises. If any modifications are required to be made to the Property after the date



hereof as a result of any Laws, Lessee shall have no liability for any costs therefor, whether as a pass-through of operating expenses or otherwise.

5.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises.

5.03 Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

The obligations of this Article shall survive the expiration or other termination of this Agreement.

**ARTICLE 6.**

6.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises. Lessee will pay its proportionate share of utilities furnished by Lessor, or will arrange to have its utilities separately metered.

Lessee will pay any increase in real estate taxes caused by the improvements constructed thereon by Lessee. In the event that the real estate tax assessment on Lessor's property reflects Lessee's improvements, Lessor agrees to provide to Lessee in a timely manner a copy of the assessment. Lessee may contest, at its expense, any assessment imposed on the Premises or Lessee's activities.

6.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has full right, power, and authority to execute this Agreement, and will provide Lessee with evidence of such authority; (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Effective Date; and (c) there is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Agreement and any renewal thereof. For any encumbrance which is a matter of

public record Lessor will promptly obtain from such encumbering entity a non disturbance agreement stating that, so long as Lessee is not in default hereunder, this Agreement will continue in full force and effect.

Lessor agrees to notify Lessee immediately if at any time during the term of this Agreement Lessor decides to subdivide, sell, or change the status of the Premises or the Property, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting property in the vicinity of the Property of which Lessor receives actual Notice.

6.03 Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Lessee shall have the right, without prior notice to or consent by Lessor, to assign or transfer this Lease or to sublet the Premises to any parent, subsidiary or affiliate entity of Lessee, specifically including, but not limited to, the communications entities which may emerge from the joint venture pending between U S WEST, Inc. and AirTouch Communications, Inc., which assignment, transfer or sublease shall fully release Lessee from any further obligations or liability under the terms of this Lease commencing on the effective date of the assignment, transfer or sublease.

6.04 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

6.05 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises are located.

6.06 Notices. All notices and other communications including changes in the Lessor's Rent Payee, required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in article 1. Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

6.07 Authority. Each of the individuals executing this Agreement on behalf of the Lessee or the Lessor represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

6.08 Disputes. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be



entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

6.09 Recording. Lessor shall execute and Lessee shall be permitted to record, at any time, a memorandum of this Agreement. Lessee shall also be permitted to record a notice of exercise of the Option, which shall evidence the commencement of the Lease concurrent with the exercise of the Option as provided herein. If the Option is not exercised or if the Lease portion of this Agreement is terminated prior to the expiration of its term, Lessee shall record an appropriate instrument to clear the memorandum from the title to the Property.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

LESSOR: City of Nevada

LESSEE:

Iowa RSA 10 General Partnership,  
by U S WEST NewVector Group,  
Inc., as its Managing Contractor

By: [Signature] 12/23/96 Council  
meeting date

Its: City Administrator

By: [Signature]

and

By: \_\_\_\_\_

Its: Wireless Technical Services Manager

Its: \_\_\_\_\_

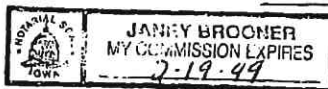
Tax ID # 42-6005023

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA )  
 ) ss.  
COUNTY OF Story )

The foregoing instrument was acknowledged before me on this 24th day of  
December, 1996, by David Haugland and XXX  
respectively, the City Administrator and XXX  
of the City of Nevada, on behalf of said municipal corporation.

GIVEN under my hand and official seal this 24th day of  
December, 1996.



Janey Brooner  
Notary Public in and for the State of Iowa  
residing at Nevada  
My appointment expires: 02-19-99

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

The foregoing instrument was acknowledged before me on this 13 day of  
January, 1997, by Michael A. Cummings, as the  
Wireless Technical Services Manager of U S WEST NewVector Group, Inc.,  
as managing general partner of Iowa RSA 10 General Partnership, on behalf of  
the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first above written.

William A. Evans  
Notary Public in and for the State of WA  
residing at King Co.  
My appointment expires: 12-20-99

## EXHIBIT A

Property Description:

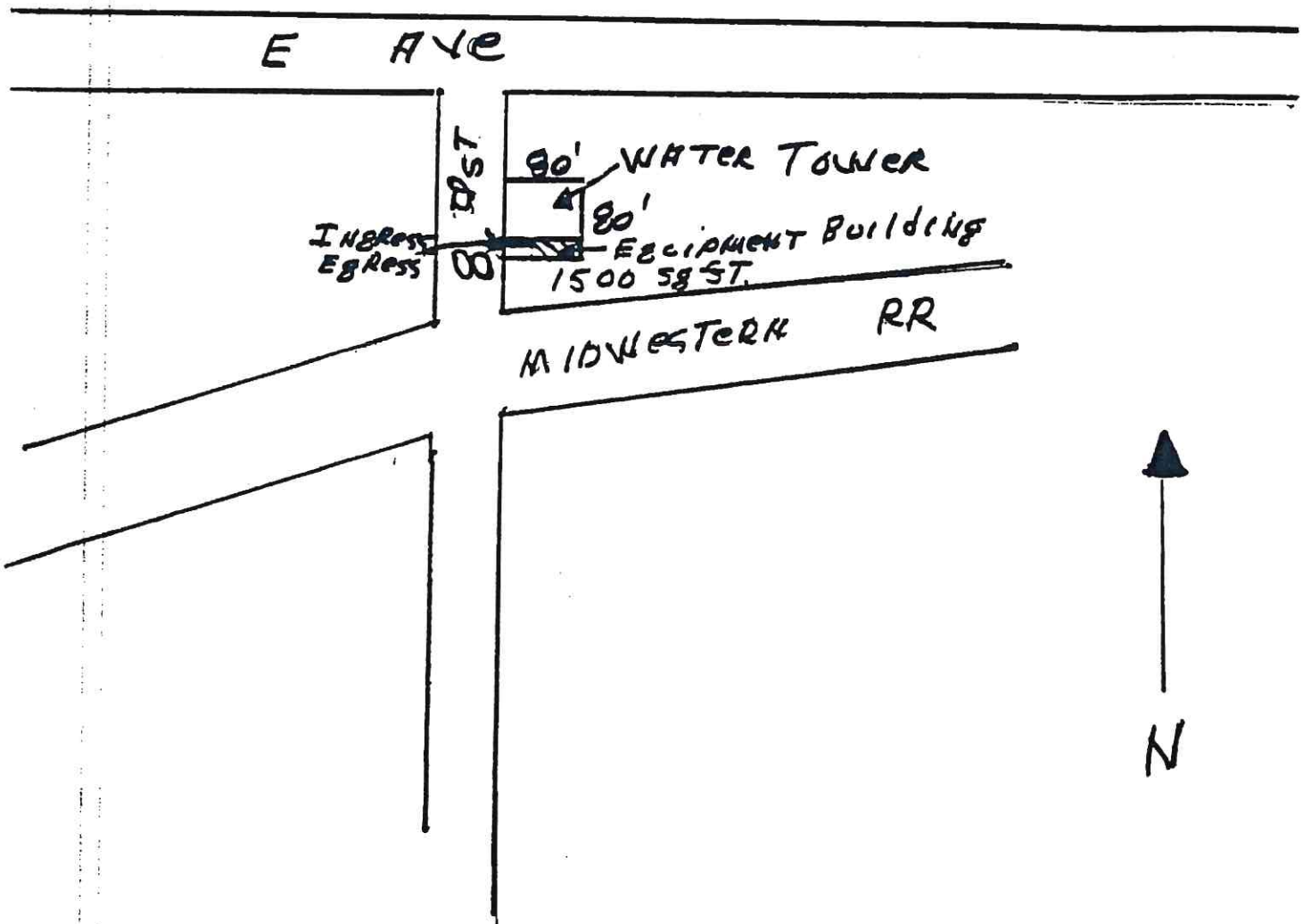
A tract of land located in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Seven (7), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., in the City of Nevada, Story County, Iowa, more particularly described as follows: Beginning at the intersection of the East line of 8th (Pine) Street and the South line of "E" (Fifth) Avenue in the City of Nevada, thence Easterly along the South line of "E" Avenue Ten (10) Feet, thence Southerly and parallel with the East line of 8th Street, Seventy-five (75) Feet, thence Easterly at right angles Eighty (80) Feet, thence Southerly at right angles Eighty (80) Feet, thence Westerly at right angles Eighty (80) Feet, thence Southerly at right angles Forty-five (45) Feet, more or less, to a point on a line being Fifty (50) Feet Northerly of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track, thence Westerly along said parallel line Ten (10) Feet, more or less, to a point on the East line of 8th Street, thence Northerly along the East line of 8th Street, Two Hundred (200) Feet, more or less, to the point of beginning

IAT NEVADA-1

EXHIBIT A

Page 2 of 2

Premises Description:





CERTIFICATE #74923

The undersigned hereby certifies that the records in the Court House at Nevada, County of Story, State of Iowa, show the Record Title to:

A tract of land located in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Seven (7), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., in the City of Nevada, Story County, Iowa, more particularly described as follows: Beginning at the intersection of the East line of 8th (Pine) Street and the South line of "E" (Fifth) Avenue in the City of Nevada, thence Easterly along the South line of "E" Avenue Ten (10) Feet, thence Southerly and parallel with the East line of 8th Street, Seventy-five (75) Feet, thence Easterly at right angles Eighty (80) Feet, thence Southerly at right angles Eighty (80) Feet, thence Westerly at right angles Eighty (80) Feet, thence Southerly at right angles Forty-five (45) Feet, more or less, to a point on a line being Fifty (50) Feet Northerly of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track, thence Westerly along said parallel line Ten (10) Feet, more or less, to a point on the East line of 8th Street, thence Northerly along the East line of 8th Street, Two Hundred (200) Feet, more or less, to the point of beginning

is in City of Nevada

TITLE ACQUIRED BY:

Warranty Deed recorded in Book 138, Page 396, filed January 22, 1969.  
(See copy attached)

Subject only to the following:

MORTGAGES: None

JUDGMENTS & LIENS: None

TAXES: Regular Taxes for Fiscal 1995-96: Exempt

LIFE ESTATES OR OTHER PROCEEDINGS AFFECTING TITLE: None

Witness our hands this 19 day of July, 1996 at  
8:00 o'clock A. M. at Nevada, County of Story, State of Iowa.

BATMAN-SAYERS ABSTRACT COMPANY  
BY

  
ABSTRACTER

JH:rb

✓ + SM  
P  
50K

00741

INST. NO. 97-  
STORY COUNTY, IOWA  
FILED FOR RECORD

10<sup>30</sup>

AM JAN 23 1997 PM  
*Susan L. Vande Kamp*  
SUSAN L. VANDE KAMP, Recorder  
Recording Fees 26.00  
Auditor's Fees \_\_\_\_\_

IAT NEVADA-1

THIS INSTRUMENT DRAFTED BY,  
FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
U S WEST NewVector Group, Inc.  
Attn: Real Estate Dept.  
Westwood Lake Office Park  
8401 Wayzata Boulevard, Suite 110  
St. Louis Park, MN 55426

**ORIGINAL**

MEMORANDUM OF WATER TOWER OPTION AND LEASE

This Memorandum dated this 30<sup>th</sup> day of December, 1996, by and between City of Nevada, 1209 - 6th Street, P. O. Box 530, Nevada, Iowa 50201 (hereinafter "Lessor") and Iowa RSA 10 General Partnership, 3350 161st Avenue S.E., P.O. Box 91211, Bellevue, Washington 98009-9211 (hereinafter "Lessee"), is a record of that Option and Lease Agreement (hereinafter "Agreement") between Lessor and Lessee dated December 30, 1996, which Agreement includes in part the following terms:

1. Leased Premises. The Agreement pertains to real property which is described in Exhibit "A" (hereinafter "Property"), which is attached hereto and incorporated herein by this reference.
2. Term of Agreement and Options to Extend. The initial term of the Agreement is for a five-year (5) period commencing on the date the Option is exercised by Lessee. Lessee has options to extend the Agreement term for four (4) consecutive five-year (5) periods.

3. Successors and Assigns. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

4. Ratification of Lease. The parties by this Memorandum intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and do hereby declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

**LESSOR:** City of Nevada

**LESSEE:** Iowa RSA 10 General Partnership,  
by U S WEST NewVector Group, Inc.,  
as its Managing Contractor

By: [Signature] 12/23/96 council meeting date

Its: City Administrator

By: [Signature]

and

By: \_\_\_\_\_

Its: Wireless Technical Services Manager

Its: \_\_\_\_\_

✓  
FILE  
✓

INST. NO. 97-04640  
1048 STORY COUNTY, IOWA  
FILED FOR RECORD  
AM MAY 15 1997 PM  
Susan L. Vande Kamp  
SUSAN L. VANDE KAMP, Recorder  
Recording Fee \$ 110.00  
Auditor's Fee \$       

FILED FOR RECORD AT THE REQUEST OF:  
AND WHEN RECORDED RETURN TO:

US WEST NEWVECTOR GROUP  
REAL ESTATE/CONSTRUCTION  
3350 161ST AVE. S.E.  
P.O. BOX 91211  
BELLEVUE, WA 98009-9211

IAT NEVADA-1

NOTICE OF EXERCISE OF OPTION

On December 30, 1996, Iowa RSA 10 General Partnership as Optionee/Lessee, and the city of Nevada as Optionor/Lessor, entered into a Water Tower Option and Lease Agreement of which a Memorandum dated December 30, 1996 was recorded January 23, 1997 under recording #97-00741 in the records of Story County, State of Iowa.

The Option and Lease Agreement concerns the property described on Exhibit B which is attached hereto and incorporated herein by this reference.

On March 15, 1997, the Option was exercised and the Optionee/Lessee, Iowa RSA 10 General Partnership became Lessee of the property under the terms and conditions specified in the Water Tower Option and Lease Agreement.

Optionee/Lessee: Iowa RSA 10 General Partnership

By: U S WEST NewVector Group, Inc.

By: Richard A. Cummings  
Its: Wireless Technical Services Manager

Date: 5/9/97



**IATNEVADA**

**ORIGINAL**

**AMENDMENT NO. 1 TO OPTION AND LEASE AGREEMENT**

This Amendment No. 1 To Option and Lease Agreement (hereinafter "Amendment") dated this 22ND day of MARCH, 1999, by and between the City of Nevada, 1209 Sixth Street, Box 530, Nevada, Iowa 50201 (hereinafter "Lessor") and Iowa RSA 10 General Partnership, c/o AirTouch Communications, Inc. d/b/a AirTouch Cellular, 3350 161st Avenue Southeast, P. O. Box 91211, Bellevue, Washington 98009-9211 (hereinafter "Lessee"), is an amendment that is hereby made a part of and incorporated into that certain Water Tower Option and Lease Agreement (hereinafter "Agreement") between Lessor and Lessee dated December 30, 1996.

**1. Modifications to the Agreement.**

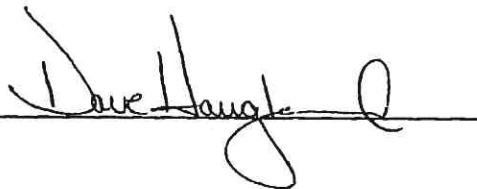
- A. Effective April 6, 1998, U S WEST NewVector Group, Inc. merged with AirTouch Communications, Inc. Accordingly, by operation of law, all right, title and interest of U S WEST NewVector Group, Inc. in the Agreement was transferred and conveyed unto AirTouch Communications, Inc. and Lessor hereby acknowledges such transfer.
- B. The Agreement, Section 1 (k), is replaced by the following: "Rent: Six Hundred and no/100 Dollars (\$600.00) per month."
- C. The Agreement, Section 3.04, is replaced by the following: "Each month during the first five-year extension term Lessee shall pay monthly rent in the amount Seven Hundred Twenty and no/100 Dollars (\$720.00); each month during the second five-year extension term Lessee shall pay monthly rent in the amount Eight Hundred Sixty-Four and no/100 Dollars (\$864.00); each month during the third five-year extension term Lessee shall pay monthly rent in the amount of One Thousand Thirty-Six and 80/100 Dollars (\$1,036.80); and each month during the fourth five-year extension term Lessee shall be pay monthly rent in the amount of One Thousand Two Hundred Forty-Four and 16/100 Dollars (\$1,244.16)."
- D. The Premises Description in Exhibit "A" attached hereto supplements the Premises Description in Exhibit "A" of the Agreement.

**2. Ratification of Lease.** The parties do hereby ratify and confirm all of the terms and conditions of the Agreement as modified by this Amendment and do hereby

declare that the real property described in Exhibit "A" attached hereto is in all respects subject to all of the applicable provisions contained in the Agreement.

**LESSOR:**  
**City of Nevada**

By: \_\_\_\_\_



Its: CITY ADMINISTRATOR

**LESSEE:**  
**Iowa RSA 10 General Partnership**  
**By AirTouch Communications, Inc.**  
**d/b/a AirTouch Cellular**  
**Its Managing Contractor**

By: \_\_\_\_\_



Its: Director, Operations and Engineering



SITE NAME: IA10 Nevada

## AMENDMENT NO. 2 TO WATER TOWER OPTION AND LEASE AGREEMENT

This AMENDMENT NO. 2 TO WATER TOWER OPTION AND LEASE AGREEMENT ("Amendment") is made this 7th day of May, 2012, by and between the CITY OF NEVADA, a political subdivision of the State of Iowa ("LESSOR") and IOWA RSA 10 LLC d/b/a Verizon Wireless ("LESSEE"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), with reference to the facts set forth in the Recitals below:

### RECITALS

A. LESSOR and LESSEE, or their predecessors in interest, are parties to a Water Tower Option and Lease Agreement dated December 30, 1996, and Amendment No. 1 to Option and Lease Agreement dated March 22, 1999 (collectively, the "Agreement"), whereby LESSOR has leased antenna and ground space to LESSEE as situated substantially as shown on Exhibit A attached to the Agreement.

B. LESSOR and LESSEE desire to amend the Agreement to (i) provide revised space for LESSEE to install its antennas and associated antenna equipment; (ii) provide for an increase in the monthly rent payable to LESSOR under the Agreement for the revised space; and (iii) modify/add other Agreement provisions.

### AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. REVISED INSTALLATION. Effective immediately, Exhibit A of the Agreement is hereby amended to provide that LESSEE may install up to twelve (12) antennas on the top of the water tower and eighteen (18) coax and any equipment, wires, cables, conduits, pipes and appurtenances associated with the antennas and coax, including diplexers and amplifiers, provided the water tower is able to structurally support said installation. Subject to the foregoing, LESSEE, upon notice to and approval by LESSOR, which shall not be unreasonably withheld, conditioned or delayed, shall have the right to repair, replace, add to or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit or drawing, provided the water tower is able to structurally support said installation.

2. INCREASED RENT/EXTENSIONS. As consideration for the rights granted herein, commencing on the first day of the month following the start of installation of the additional antennas, the monthly rent shall be increased by Three Hundred and 00/100 Dollars

IA10 Nevada  
Amendment No. 2 to Water Tower Option and Lease Agreement

1957391v1

(\$300.00). This increase modifies Section 3.04 of the Agreement and shall make the monthly rent equal to One Thousand Three Hundred Thirty-Six Dollars and Eighty Cents (\$1,336.80) for the remainder of the third five-year extension term that commences on March 15, 2012, and One Thousand Six Hundred Four Dollars and Sixteen Cents (\$1,604.16) for the fourth five-year extension term. LESSOR and LESSEE agree that they shall acknowledge in writing the date that installation started. LESSOR and LESSEE acknowledge and agree that the increased rental payment(s) may not actually be sent by LESSEE until thirty (30) days after the written acknowledgement confirming the date of construction.

Effective immediately, Section 3.03 of the Agreement is deleted in its entirety, and the parties agree that the term of the Agreement shall automatically be extended for the renewal/extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

3. ASSIGNMENT AND SUBLETTING. Effective immediately, Section 6.03 of the Agreement is hereby deleted in its entirety and is replaced with the following:

This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

4. NOTICE. LESSEE's notice address in Article 1(f) of the Agreement is hereby replaced with the following:

LESSEE: Iowa RSA 10 LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

5. INSURANCE. Effective immediately, Sections 4.01 and 4.02 of the Agreement are hereby deleted in their entirety and are replaced with the following:

4.01-.02 Insurance. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to Property in any one

occurrence. LESSOR and LESSEE each agree that it will include the other party as an additional insured.

6. INDEMNIFICATION. Effective immediately, Section 4.05 of the Agreement is hereby deleted in its entirety and is replaced with the following:

4.05 Indemnification. Subject to Section 4.03 above, each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its employees, contractors or agents.

7. RIGHT OF FIRST REFUSAL. Effective immediately, the Agreement is hereby amended to provide that if LESSOR elects, during any term, to grant to a third party by easement or other legal instrument an interest in and to that portion of the water tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

8. RATIFICATION OF THE AGREEMENT. Except as specifically modified by this Amendment, the parties agree that all of the terms and conditions of the Agreement are in full force and effect and remain unmodified, and the parties hereby ratify and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

Signatures on following page

*The remainder of this page intentionally left blank*

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Amendment to be executed by each party's duly authorized representative on the date written below.

**LESSOR:**

City of Nevada,  
a political subdivision of the State of Iowa

By: [Signature]  
Name: Carroll E. Gull, II  
Its: Mayor

By: [Signature]  
Name: Teresa R. Petersen-Smith  
Its: City Clerk

Date: May 7, 2012

**LESSEE:**

Iowa RSA 10 LLC  
d/b/a Verizon Wireless

By: [Signature]  
Its: Sole Member

By: [Signature]  
Beth Ann Drohan

Its: Area Vice President Network

Date: 4/27/12

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## COUNCIL ACTION FORM

### AGENDA ITEM: Grounds Maintenance Equipment Purchases for Park and Recreation and Cemetery Departments

#### HISTORY:

As part of our ongoing equipment replacement program, we budget various pieces of equipment to purchase each year. These are pieces of equipment that we use on a regular day-to-day basis to carry out our grounds maintenance duties. This recommendation is for the purchase of two (2) zero turn mowers and a utility vehicle. These pieces of equipment have all been included in our 2021-22 fiscal year budgets.

Below is summary of each piece with the purchase information.

**Zero Turn Mower:** This is a piece of equipment that is used almost daily in our maintenance operation. This mower will replace a 2015 John Deere Z970R model, which is included as trade for the new mower. This will be housed at the Parks shop.

- Van Wall Equipment – Nevada, IA – John Deere.....\$8,900.00
- MTI Distributing – Grimes, IA – Toro.....\$12,356.20
- Ames Outdoor Supply – Ames, IA – Exmark.....No Bid

**Zero Turn Mower:** This is a piece of equipment that is used almost daily in our maintenance operation. This mower will replace a 2017 John Deere Z930M model, which is included as trade for the new mower. This will be housed at the Cemetery.

- Van Wall Equipment – Nevada, IA – John Deere.....\$8,450.00
- MTI Distributing – Grimes, IA – Toro.....\$12,073.64
- Ames Outdoor Supply – Ames, IA – Exmark.....No Bid

**Utility Vehicle:** This Utility Vehicle is used daily as part of our grounds maintenance operations. The proposed new unit has a 4-person capacity. The Quotation Form was written with 2 options: New unit purchase with trade-in allowance or new unit purchase with no trade-in allowance. After review, I am recommending to include the trade-in allowance of a 2-person 2011 John Deere Gator with 2,236 hours in an effort to keep the cost within our budgeted amount.

Below are the prices for purchase with trade-in allowance.

- Van Wall Equipment – Nevada, IA – John Deere.....\$15,200.00
- Bobcat of Ames – Ames, IA – Kubota.....\$14,205.00
- MTI Distributing – Grimes, IA – Toro.....No Bid



**\*\*The Kubota from Bobcat of Ames does not meet all the specifications that were in the Quote Form. The Kubota does not have front fender guards or the rear cargo box guards. I spec these due to the fact that we are constantly loading things in and out of these units on a regular basis and they provide an extra element of protection to keep the unit in good condition.**

If I take those pieces off the John Deere, it brings their price down to \$14,496.76, a difference of \$291.76. This difference is within the 5% allowable difference to keep the purchase local.

**OPTIONS:**

1. Accept the following quotes from Van Wall Equipment, for the purchase of the following grounds maintenance equipment:
  - A. Two (2) Zero Turn Mowers: Approve the purchase from Van Wall Equipment for 2 John Deere Z970R zero turn mowers w/Tweels in the amount of \$17,350.00.
  - B. Utility Vehicle: Approve the purchase from Van Wall Equipment for a John Deere Gator Utility Vehicle as specified in the amount of \$15,200.00.
2. Reject all bids and send out new RFP's.
3. Reject all bids and do nothing at this time and rebid next year.

**STAFF RECOMMENDATION:**

Park Board and staff recommend accepting Option #1.

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

# **ZERO-TURN MOWER**

## **NEVADA PARKS**

# Written Quotation Form

## For: Zero Turn Commercial Mower

### Nevada Parks

**Minimum Specifications:**

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

**Options:**

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

**Trade:**

- Purchase price must reflect the trade in value of a 2015 John Deere Z970R with 1,080 hours and 72" mower deck. This mower will continue to be used in spring of 2021 until delivery of the new mower.
- Delivery date is on or before July 1, 2021.
- Payment will be made at the first City Council meeting in July, 2021.

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

\*Please direct questions to Tim Hansen @ 515-382-4352 or Joe Mousel @ 515-382-8701

**Quotations Received from:**

Vendor	Contact Name	Price
Van Wall Equipment Attn: Rick Hawbaker 1468 West A Ave. Nevada, IA 50201	Rick Hawbaker	John Z970R trade \$ 8900

Quotations due by 4:00 pm, February 19, 2021. Please return to:

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

# Written Quotation Form

For: ~~Utility Vehicle~~

Nevada Parks

ZERO TURN MOWER

PER KAREN

2-10-21

## Minimum Specifications:

- 2021 Model Year
- Minimum 22.8 hp/854 cc liquid cooled diesel engine
- 4 wheel drive w/all terrain tires
- Power steering w/tilt
- Front LED headlights, turn signal kit, tail/brake lights
- Heavy duty cargo box with spray in bed liner and power lift/dump
- ROP's structure w/black poly roof
- Side mounted rear view mirrors
- 4 passenger seating capacity with seat belts for each passenger
- Front brush guard, front fender guard, cargo box fender guard, tail light protectors

## Trade:

- Purchase price must be presented as follows:
  1. Reflect the trade in value of a 2011 John Deere TS 4x2 Gator with 2,236 hours.
  2. Outright purchase with no trade.
- Delivery date is on or before July 1, 2021.
- Payment will be made at the first City Council meeting in July, 2021.

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

\*Please direct questions to Tim Hansen @ 515-382-4352 or Joe Mousel @ 515-382-8701

## Quotations Received from:

Vendor	Contact Name	Price
MTI Distributing Attn: Sales 3841 SE Capital Circle Grimes, IA 50111	Karen Wangensteen 763-592-5643	1. \$2,500 <sup>00</sup> trade value
	karen.wangensteen@mtidistributing.com	2. \$14,856.20 outright purchase, no trade

Quotations due by 4:00 pm, February 19, 2021. Please return to:

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

\$12,356<sup>20</sup>

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

# **ZERO-TURN MOWER NEVADA CEMETERY**



# Written Quotation Form

## For: Zero Turn Commercial Mower

### Nevada Cemetery

**Minimum Specifications:**

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

**Options:**

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

**Trade:**

- Purchase price must reflect the trade in value of a 2017 John Deere Z930M with 691 hours and 60" mower deck. This mower will continue to be used in spring of 2021 until delivery of the new mower.
- Delivery date is on or before July 1, 2021.
- Payment will be made at the first City Council meeting in July, 2021.

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

\*Please direct questions to Tim Hansen @ 515-382-4352 or Gene Fritz @ 515-382-6240.

**Quotations Received from:**

Vendor	Contact Name	Price
Van Wall Equipment Attn: Rick Hawbaker 1468 West A Ave. Nevada, IA 50201	<i>Rick Hawbaker</i>	<i>John Deere Z970K trade difference \$ 8450</i>

Quotations due by 4:00 pm, February 19, 2021. Please return to:

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

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

# Written Quotation Form

## For: Zero Turn Commercial Mower

### Nevada Cemetery

**Minimum Specifications:**

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

**Options:**

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

**Trade:**

- Purchase price must reflect the trade in value of a 2017 John Deere Z930M with 691 hours and 60" mower deck. This mower will continue to be used in spring of 2021 until delivery of the new mower.
- Delivery date is on or before July 1, 2021.
- Payment will be made at the first City Council meeting in July, 2021.

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

\*Please direct questions to Tim Hansen @ 515-382-4352 or Gene Fritz @ 515-382-6240.

**Quotations Received from:**

Vendor	Contact Name	Price
MTI Distributing Attn: Sales 3841 SE Capital Circle Grimes, IA 50111	Karen Wangensteen 763-592-5643	\$12,073.64
	karen.wangensteen@	
	mtidistributing.com	

Quotations due by 4:00 pm, February 19, 2021. Please return to:

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

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

# **UTILITY VEHICLE NEVADA PARKS**

**Written Quotation Form**  
**For: Utility Vehicle**  
**Nevada Parks**

**Minimum Specifications:**

- 2021 Model Year
- Minimum 22.8 hp/854 cc liquid cooled diesel engine
- 4 wheel drive w/all terrain tires
- Power steering w/tilt
- Front LED headlights, turn signal kit, tail/brake lights
- Heavy duty cargo box with spray in bed liner and power lift/dump
- ROP's structure w/black poly roof
- Side mounted rear view mirrors
- 4 passenger seating capacity with seat belts for each passenger
- Front brush guard, front fender guard, cargo box fender guard, tail light protectors

**Trade:**

- Purchase price must be presented as follows:
  1. Reflect the trade in value of a 2011 John Deere TS 4x2 Gator with 2,236 hours.
  2. Outright purchase with no trade.
- Delivery date is on or before July 1, 2021.
- Payment will be made at the first City Council meeting in July, 2021.

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

\*Please direct questions to Tim Hansen @ 515-382-4352 or Joe Mousel @ 515-382-8701

**Quotations Received from:**

Vendor	Contact Name	Price
Van Wall Equipment Attn: Rick Hawbaker 1468 West A Ave. Nevada, IA 50201	Rick Hawbaker	1. \$15,200 trade ✓ 2. \$17,700 outright

Quotations due by 4:00 pm, February 19, 2021. Please return to:

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

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



**JOHN DEERE**

# Selling Equipment

Quote Id: 23650038

Customer: NEVADA PARKS AND RECREATION DEPARTMENT

## JOHN DEERE GATOR™XUV855M S4 (Model Year 2021)

Hours:

Stock Number:

Suggested List

\$ 22,121.11

Selling Price

\$ 17,700.00

Extended

\$ 17,549.00

Code	Description	Qty	Unit
57F6M	GATOR™XUV855M S4 (Model Year 2021)	1	\$ 17,549.00

**Standard Options - Per Unit**

001A	US/Canada	1	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	\$ 0.00
1027	Yellow Steel Wheels Maxxis Bighorn Radial Tires	1	\$ 0.00	\$ 0.00
2006	Bench Seat - Yellow	1	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 455.00	\$ 455.00
3101	Cargo Box Power Lift	1	\$ 874.00	\$ 874.00
4000	OPS with nets	1	\$ 0.00	\$ 0.00
4030	Black Roof	1	\$ 630.00	\$ 630.00
4199	Less Rear Package	1	\$ 0.00	\$ 0.00
4201	Front Brush Guard	1	\$ 263.00	\$ 263.00
<b>Standard Options Total</b>				<b>\$ 2,222.00</b>

**Dealer Attachments**

BM24737	Occupant Protective Structure (OPS) Side Mirrors	2	\$ 204.58	\$ 409.16
BM22841	Heavy-Duty Front Brush Guard	1	\$ 273.13	\$ 273.13
BM22987	Heavy-Duty Fender Guard	1	\$ 235.40	\$ 235.40
BM22773	Tail Light Protectors	1	\$ 103.89	\$ 103.89
BM22811	Cargo Box FenderGuard	1	\$ 209.71	\$ 209.71
BM22767	Rear Bumper	1	\$ 258.13	\$ 258.13
BUC10608	Front Turn Signal Light Kit	1	\$ 85.69	\$ 85.69
<b>Dealer Attachments Total</b>				<b>\$ 1,575.11</b>

**Other Charges**

Freight	1	\$ 700.00	\$ 700.00
Setup	1	\$ 75.00	\$ 75.00
<b>Other Charges Total</b>			<b>\$ 775.00</b>

**Suggested Price****\$ 22,121.11****Customer Discounts****Customer Discounts Total****\$ -4,421.11****\$ -4,421.11****Total Selling Price****\$ 17,700.00**



Written Quotation Form  
For: Utility Vehicle  
Nevada Parks

Minimum Specifications:

- 2021 Model Year
- Minimum 22.8 hp/854 cc liquid cooled diesel engine
- 4 wheel drive w/all terrain tires
- Power steering w/tilt
- Front LED headlights, turn signal kit, tail/brake lights
- Heavy duty cargo box with spray in bed liner and power lift/dump
- ROP's structure w/black poly roof
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- Delivery date is on or before July 1, 2021.
- Payment will be made at the first City Council meeting in July, 2021.

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

\*Please direct questions to Tim Hansen @ 515-382-4352 or Joe Mousel @ 515-382-8701

Quotations Received from:

Vendor	Contact Name	Price
Bobcat of Ames Attn: Sales 2005 E. Lincoln Way Ames, IA 50010	Nick Schroeder 515-423-5468 RTV-X1140WL-A	1. <u>14,205</u> ✓ 2. <u>16,005</u>

Quotations due by 4:00 pm, February 19, 2021. Please return to:

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

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



# Kubota

V Series

RTV-X1140WL-A

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

## DIESEL ENGINE

Model Kubota D1105 ✓  
3 Cyl. 68.5 cu in  
+24.8 Gross Eng HP ✓  
60 Amp Alternator

## TRANSMISSION

VHT-X  
Variable Hydro Transmission  
Forward Speeds:  
Low 0 - 15mph  
High 0 - 25 mph  
Reverse 0 - 17mph  
Limited-slip Front Differential  
Rear differential lock

## HYDRAULICS

Hydrostatic Power Steering ✓  
with manual tilt-feature  
Hydraulic Cargo Dump ✓  
Hydraulic Oil Cooler

## FLUID CAPACITY

Fuel Tank 7.9 gal  
Cooling 8.6qts  
Engine Oil 4.3 qts  
Transmission Oil 1.8 gal  
Brake Fluid 0.4 qts

## CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

## KEY FEATURES

Digital Multi-meter  
Speedometer  
Front Independent Adjustable  
Suspension  
Rear Independent Adjustable  
Suspension  
Brakes - Front/Rear Wet Disc  
Rear Brake Lights / Front ✓  
Headlights ✓  
2" Hitch Receiver, Front and Rear  
Deluxe 60/40 split bench front  
seats  
with driver's side seat adjustment  
Rear Bench Seat  
Underfrontseat Storage  
Compartments  
Lockable Glove Box  
Front Guard (radiator guard and  
bumper) ✓  
Factory Spray-on Bedliner - "L" ✓  
Models Only

## SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS  
Horn  
Dash-mounted Parking Brake  
Spark Arrestor Muffler  
Retractable 2-point Seat Belts ✓  
Rear Protection Screen

## DIMENSIONS

Width 63.2 in  
Height 79.7 in  
Length 142.1 in  
Wheelbase 98.2 in  
Tow Capacity 1300 lbs  
Ground Clearance F/R 11.2in /  
9.4in  
Suspension Travel 8.0 in  
Turning Radius 17.1 ft

+ Manufacturer Estimate

## TIRES AND WHEELS

ATV: Front/Rear 25 x 10 - 12, 6 ply

## ACTION FORM

### AGENDA ITEM: Amendment to Beverage Contract Pricing for SCORE Aquatic Center and 4-Plex.

#### HISTORY:

*This is a proposed amendment to the Beverage Agreement we signed with Pepsi last year. This amendment adds one additional year to the agreement due to last year being lost because of COVID shutdowns. Below is the Action Form from last year. Also attached is the signed agreement from last year as well as the proposed amendment. Erin Clanton has also reviewed the amendment and given her approval.*

Our current beverage contract with Pepsi is set to expire next month. It was a 3 year term. New pricing was received from Pepsi and Coca-Cola for a new three year term beginning April 1, 2020 and terminating on March 15, 2023.

Below is a summary of each bid received. I left in the pricing from 2017 for reference purposes.

#### 2020 Beverage Contract

##### 3 Year Pricing – Coke

Product	2017 Cost/Case	2020 Cost/Case	
Pop – 20 oz.	\$15.70	\$19.00	24 Bottles/Case
Water – 20 oz.	\$9.21	\$14.00	24 Bottles/Case
Sports Drink – 20 oz.	\$16.89	\$19.00	24 Bottles/Case
Tea – 18.5 oz.	\$12.00	\$15.00	12 Bottles/Case

##### 3 Year Pricing - Pepsi

Product	2017 Cost/Case	2020 Cost/Case	
Pop – 20 oz.	\$14.50	\$15.68	24 Bottles/Case
Water – 20 oz.	\$9.20	\$9.94	24 Bottles/Case
Sports Drink – 20 oz.	\$16.75	\$16.11	24 Bottles/Case
Tea – 18.5 oz.	\$12.00	\$12.97	12 Bottles/Case

### Summary

Item	Pepsi	Coca-Cola
3 Year Term	x	x
\$150 in free product per year	x	
No Minimum Order for Delivery	x	x
Emergency Order Within 24 Hours	x	x
Delivery 2 Days Per Week	x	x
Provide All Coolers	x	x
No Volume Clause in New Contract	x	x
No Right of First Negotiation/Refusal in New Contract	x	x

### Price Increases:

- Pepsi will have up to a 4% increase in product cost per year.
- Coke will have up to a 5% increase in product cost per year.

### OPTIONS:

1. Approve the attached amendment to add one additional year to the beverage agreement with Pepsi extending it to March 15, 2024.
2. Send amendment back for further information and/or revisions.
3. Reject proposed amendment and continue as is with year 2.
4. Other

### STAFF RECOMMENDATION:

*Park Board and staff recommend accepting Option #1.*

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

**PEPSI**  
**AMENDMENT TO 2020**  
**AGREEMENT**



## AMENDMENT

**THIS AMENDMENT** (this "*Amendment*") effective as of April 1st, 2021 (the "*Effective Date*") by and between **BOTTLING GROUP, LLC**, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 3825 106th Street, Urbandale, IA 50322 ("*Pepsi*") and **CITY OF NEVADA (PARK & REC)**, with its principal place of business at 1717 Fawcett Parkway, Nevada, IA, 50201 (the "*Customer*").

**WHEREAS**, Pepsi and the Customer are parties to the Beverage Agreement commencing on April 1, 2020 (the "*Agreement*"); and

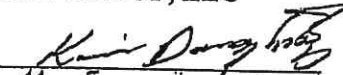
**WHEREAS**, Pepsi and the Customer wish to modify certain terms of the Agreement and memorialize the same in writing.

**NOW, THEREFORE**, in consideration of these premises and the covenants herein contained, it is hereby agreed that, as of the Effective Date, the Agreement is hereby amended as set forth below. As used in this Amendment, capitalized terms defined in the Agreement and not otherwise defined in this Amendment, shall have the respective meanings assigned thereto in the Agreement.

1. Due to the effects of Covid-19 and the Customer being closed for an extended period of time, Pepsi and Customer agree to extend the Term for an additional one (1) year period, expiring on March 15, 2024.
2. Each party represents and warrants to the other that it has the authority to enter into and perform under this Amendment; and that the execution and performance under this Amendment will not violate any agreements with, or rights of, any third party. This Amendment may be amended or modified only by a writing signed by each of the parties.
3. Except as may be expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, Pepsi and Customer have caused this Amendment to be executed by the authorized persons set forth below.

**BOTTLING GROUP, LLC**

By:   
Name: Kevin Dougherty  
Title: PSR  
Date: 2-26-2021

**CITY OF NEVADA (PARK & REC)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



PEPSI BEVERAGES COMPANY

## Beverage Agreement C

## Customer Information

Name of Business: NEVADA PARK &amp; REC AQUATIC CENTER

Customer E-mail: chansen@cityofnevada1owa.org

Primary Contact: TIM HANSEN

COF Number(s): 9777780

Address: 1717 FAWCETT PKWY

(include all numbers)

City: NEVADA

Fed Tax Id #: 42-6005023

State: IA

State Tax Id #:

Zip: 50201

Business Phone:

Call #: 5153924352

Business Owner:

## PBC Information

## Agreement Term

PBC Location(s): URBANDALE IA

Created By: Kevin Dougherty Route #:

Agreement Start Date: 4/1/2020

PBC Market Unit: IOWA MKT

Phone #

6414859814

Agreement End Date: 3/15/2023

Sales Method: (check one) ☒ Pepsi Direct ☐ Pre-Sell (Route # )

(Agreement automatically renews each year unless cancellation is received at least ninety (90) days prior to the end of the term)

## (Check Boxes and Specify, as applicable)

## PBC Agrees To:

## Customer Agrees To:

<input checked="" type="checkbox"/>	Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).
<input checked="" type="checkbox"/>	Initial Equipment Placement shall be as follows (fill out as applicable): Coolers: One-Door Two-Door Three-Door Counter-top Energy Fountain: 0 Valve 3 Valve Bargains ( button) Special: Lipton Refreshing Iced Tea Juicn Frozen Slush FUB Unit 1 Valve Um 2 Valve Um Other (Specify):
<input checked="" type="checkbox"/>	PBC shall provide, at no charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
<input checked="" type="checkbox"/>	PBC shall make available for purchase by Customer Pepsi branded cups and CO <sub>2</sub> ("Ancillary Products") at prices as determined by PBC. (Based on availability)
<input checked="" type="checkbox"/>	Provide Customer with the opportunity to participate as a member of Pepsi rewards . plus * If unredeemed, earned points will expire after two years * Visit <a href="http://www.pesirewards.com">www.pesirewards.com</a> for full program details
<input checked="" type="checkbox"/>	For additional local PBC Field Input pricing will have a 4% annual cap. minimum order will be waived, delivery once per week unless second needed with 24 hour notice. contract will not auto renew. No first right of refusal, no case

<input checked="" type="checkbox"/>	Volume Based Term (Check box if applicable) * The Term of this Agreement shall commence on the Agreement Start Date listed above, and end on the later of: (1) 3/15/2023 or (2) the date on which Customer purchases from PBC 0 Gallons/Cases for sale in the Outlets. No auto renewal of Term.
<input checked="" type="checkbox"/>	EXCLUSIVE - Customer agrees to exclusively serve the Products indicated below at the Customer's Outlet. The Products shall be the only beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Customer's Outlet.
<input checked="" type="checkbox"/>	NON-EXCLUSIVE - Customer agrees to grant PBC the right to have its Products sold, dispensed or otherwise made available, and advertised, displayed, represented or promoted at or in connection with the Customer's Outlet. Notwithstanding the foregoing, if PBC has provided Customer with fountain Equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet.
<input checked="" type="checkbox"/>	DSB - Customer agrees to purchase all Products directly from the PBC Location(s) indicated above, and sell only those Products purchased from PBC from the Equipment provided to the Customer by PBC. Customer shall not stock any non-PBC Products (food or beverages) in Equipment.
<input checked="" type="checkbox"/>	MINIMUM THRUPUT - In order to qualify for applicable Equipment, Customer shall purchase a minimum annual average of 100 Cases per door for each cooler, 100 Gallons per each FB unit, 140 Gallons per each um, and 600 Gallons per each fountain dispensing unit (minimum requirement may exclude bargains at PBC's discretion) at the Outlet.
<input checked="" type="checkbox"/>	REQUIRED PRODUCTS. Purchase, stock and distribute at least each of the Products (as specified below) at all times during the Term.

## Required Packages for this Agreement:

Fountain Postmix/BIB X 20oz 2 Liter X Cans Fountain  
Premix/Tanks (limited Market Availability) Cups CO2  
X Other: 18.5

## FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of 8/sk) (Based on availability)

Pepsi Dt Pepsi Mtn Dew Dt Dew Life Water  
Brisk Tea Lipton Refreshing Iced Tea: Sweet Unsweet Other  
Dr Pep Dt DRP Mug CF Dt Pepsi Dt Mlet Crush  
Lemonade Wild Cherry Pepsi Fruit Punch  
Frozen Slush Juice BIB Juice Cartridges Other Innovation

## 20oz BOTTLE SKU REQUIREMENTS: Must Check One Level (All shall be 20 oz bottles unless otherwise indicated)

☒ Platinum: Must Purchase Pepsi, Dt Pepsi, Mlet, Mountain Dew, Aquafina plus any three additional SKUs from brands below:  
Gold: Must Purchase any five SKUs from brands below:  
Silver: Must Purchase any three SKUs from brands below:

Pepsi Dt Pepsi Mtn Dew Dt Dew Mlet Aquafina Dr. Pep  
Dt DRP Crush Max Next Lipton: Iced Tea Brisk Pure Leaf  
Gatorade G2 PropelZero LifeWater SoBe Dole/Ocean Spray  
KickStart (18oz) Starbucks (11oz/13.7oz) Energy (18oz.)

☒ Comply with the Terms of this Agreement

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company

Signature:	Date: 4-17-2020
Print Name Kevin Dougherty	Title: FSR
For Customer	
Signature:	Date: 4-17-20
Print Name TIM HANSEN	Title: DIRECTOR









PEPSI BEVERAGES COMPANY

## Beverage Agreement C

COF: 9777780

This sets forth the agreement ("Agreement") between Bottling Group, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), with respect to the purchase of Products.

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

a. "Agreement Year" shall mean each twelve-month period beginning with the Agreement Start Date.

b. "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, within the following categories: (i) cold and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hyperbola, isotonic and hypotonic drinks (sports drinks and fluid replacement); (vi) energy drinks; (vii) bottled or canned water whether carbonated or still (spring, mineral or purified); (viii) fluid concentrate (aka "LOT"); (ix) frozen non-carbonated beverages ("FNB"); and (x) any future categories of non-alcoholic beverage products that may be distributed by PBC.

c. "Cases" shall mean the number of cases of bottles and cans Products purchased by the Customer from PBC to be delivered in above, quantities and types of containers as determined by PBC from time to time.

d. "Equipment" shall mean all cooling, fountain and other beverage dispensing equipment leased or rented to the Customer by PBC during the Term.

e. "Outlets" shall mean the points of Points, LOT and PB Products purchased by the Customer from PBC.

f. "Outlet" shall mean the Customer's outlet located at the address indicated under the Customer Information section, and any expansion thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.

g. "Products" shall mean Beverages manufactured, sold or distributed by PBC which may be amended by PBC from time to time.

h. "Term" The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewal shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.

same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.

2. **Consideration.** In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide to a Customer the following - if applicable as indicated on the first two pages of this Agreement:

a. **Equipment.** PBC or one of its affiliates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-Beverage items. Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident or for any other reason, shall be paid for, at the time of loss, by Customer. All necessary expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.

b. **Funding.** As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of the termination of the Agreement or the expiration of the Term; and (4) such other consideration as indicated on the first two pages of the Agreement, including that based on customer/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "rate of time or Gallons/Cases purchased" duration.

c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of the Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, set-off or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.

3. **Product Price.** Prices for Products (including for Ancillary Products, if applicable) shall be at the discretion of PBC and subject to change from time to time.

4. **General Terms**

a. **Breach and Termination.** In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.

b. **Remedies.** If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination. If the Agreement has a time-based duration, or based upon the number of outstanding Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a rate of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$4 multiplied by the projected number of Gallons of Points, LOT and PB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate, and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or rebated (including Pepsi Rewards points) by Customer as of the date of such breach.

c. **Failure to meet Minimum Throughput Requirement.** Throughout the Term, if Customer purchases (or reasonably indicates that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement), then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substantially adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 90 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain) dispensing unit volume threshold requirement(s) stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume threshold, such extension to be based under Section 1(g), above ("Automatic Extension").

d. **Equipment Upon Expiration or Termination of this Agreement.** If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to ensure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination of this Agreement the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's location. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the replacement of the Equipment or associated parts. Failure to make such payment shall be deemed a material breach of this Agreement.

e. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.

f. **Customer Representation.** Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.

g. **Non-Disclosure.** Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC. h. **Assignment/Acquisition.** The Customer shall not, sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.

i. **Unauthorized Reselling and/or Transshipment.** PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fees, or terminate this Agreement immediately (i.e., without notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other resellers/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouses for the purpose of verifying product production codes.

j. **Right of First Refusal.** Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match.

k. **Trademarks.** PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc., shall be released without PBC's prior written approval. Any and all trademarks, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes stated and to the extent allowed by the Agreement.

l. **Indemnification.** Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (or/for) failure to adhere to PBC's quality and handling requirements related to PBC's Equipment, Products or IP/Trademarks.

m. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supercedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company	Customer: City of Newton Parks & Rec. Dept.
Signature: <i>Kristen Dougherty</i>	Signature: <i>Tim Hanner</i>
Date: 4-17-2020	Date: 4-17-20





# PEPSICO

foodservice 

NEVADA PARK REC pricing 2020

PRODUCT GROUP	PACKAGE	# UNITS / GALLONS	PER UNIT / BIB PRICING	INVOICE PRICING
GATORADE	2.8oz 12L	12	\$1.22	\$14.60
Aquafina	16.9oz	24	\$0.25	\$5.99
LIPTON	18.5oz 12L	12	\$1.08	\$12.97
AQUAFINA	20oz 24L	24	\$0.41	\$9.94
LIPTON	20oz 24L	24	\$0.65	\$15.68
BUBLY	20oz 24L	24	\$0.65	\$15.50
CSD	20oz 24L	24	\$0.65	\$15.68
GATORADE	20oz 24L	24	\$0.67	\$16.11
LIFEWTR	1 Lit	12	\$1.56	\$18.73
CSD	Can 12oz 12P FM	24	\$0.35	\$8.40





CITY OF NEVADA  
**PARKS &  
RECREATION**

March - 2021

To: Mayor, Brett Barker  
Nevada City Council  
City Administrator, Jordan Cook

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Field House Project:
  - The Nevada Foundation continues to meet monthly. They are still in the silent phase of the campaign and planning for public phase in June.
- Extending Employment Offers for seasonal summer staff.
- Staff has finished the bathroom in the cemetery shop.
- Weather permitting, water in the parks and cemetery will be turned on during the first couple weeks of April.
- Tennis nets at SCORE have been put up.
- High school tennis and soccer begin the first week of April, as well as club soccer.
- Ground restoration from winter burials will begin in the next couple of weeks at the cemetery.
- Crack repair on the trail system in the coming weeks with the help of Public Works.
- Met with Jordan, Jeremy, and Shawn about updating our EAB plan and reviewing the updated Urban Forestry Management Plan for Nevada.
- Partnering with Nevada Elementary School and Country Landscapes for a tree planting project on April 16<sup>th</sup>. They will be planting approximately 30 trees at Harrington Park.
- Partnering with the Nevada Rotary Club for an afternoon of service work on April 14<sup>th</sup> at the aquatic center.
- Mike has been assisting City Hall with janitorial needs.
- Equipment bids for grounds maintenance equipment. This is on your agenda for review and consideration.
- Continuing education scheduled for March 23<sup>rd</sup> & 30<sup>th</sup> and April 21<sup>st</sup>.
- Safety Training April 6<sup>th</sup>.
- Upcoming projects:
  - Billy Sunday Field work with On-Track Construction for the clean-up and renovations to make it a multi-use green space for soccer, baseball, special events, etc.
    - Removal of light poles and lights.
    - Removal of dugouts, fill with dirt/seed, enclose openings with chain link fence.
    - Removal of press box.
    - Removal of infield dirt and warning track and replace with black dirt and seeding.
- Staff, City Council, and Safety meetings.

If you have any questions, please feel free to contact me at 382-4352 (Office), 291-0747 (Cell), or by email at [thansen@cityofnevadaaiowa.org](mailto:thansen@cityofnevadaaiowa.org).