

AGENDA REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, MARCH 23, 2020 – 6:00 P.M. NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

- Call the Meeting to Order
- 2. Roll Call
- Approval of the Agenda
- 4. PUBLIC HEARING(S)
 - A. Fiscal Year 2020/2021 Budget
 - 1. Public Hearing Approval of the Fiscal Year 2020/2021 Budget
 - Resolution No. 042 (2019/2020): A Resolution adopting the Fiscal Year 2020/2021 Annual Budget
 - B. Capital Improvement Plan Fiscal Year 2020/2021Budget
 - 1. Public Hearing, approval of the Fiscal Year 2020/2021 Capital Improvement Plan
 - Resolution No. 043 (2019/2020): A Resolution adopting the Fiscal Year 2020/2021 Capital Improvement Plan
 - C. General Fund Equipment Acquisition Lease-Purchase Agreement, Wide Area Mower for Parks, Recreation, Cemetery, Public Works
 - Public Hearing, to enter into a General Fund Equipment Acquisition Lease-Purchase Agreement

- 2. Resolution No. 044 (2019/2020): A Resolution approving and authorizing a General Fund Lease-Purchase Agreement with lease payments in a principal amount not to exceed \$52,000 and providing for the levy of taxes to pay the same
- D. Amend Chapter 165.17 Zoning Ordinance, Unattached Accessory Buildings,
 - 1. Public Hearing, to amend the Zoning Ordinance Chapter 165.17 Unattached Accessory Buildings
 - 2. Ordinance No. 1009 (2019/2020): An Ordinance amending Chapter 165.17, Unattached Accessory Buildings
- 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 9, 2020
 - B. Approve Payment of Cash Disbursements, including Check Numbers 7365-73242 and Electronic Numbers 752-755 (Inclusive) Totaling \$247,166.73 (See attached list)
 - C. Approve Tax Abatement: Permit #BP2018-0094, 516 Q Avenue, Single Family attached Permit #BP2018-0095, 518 Q Avenue, Single Family attached Permit #BP2018-0122, 1423 10th Street, Garage
- 6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

7. OLD BUSINESS

- A. Resolution No. 045 (2019/2020): A Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2020 thereunder
- B. Approve Amendment to Master Agreement for Municipal Engineering Services for Construction Phase Services for the Central Business District Infrastructure Improvements
- C. Approve Payment of Additional Payment for Tanker Conversion for the Fire Department

8. NEW BUSINESS

- A. Approve Purchase of GPS Unit for Planning and Zoning Department
- B. Approve Purchase of Mowers for Park and Rec Department
- C. Resolution No. 046 (2019/2020): A Resolution authorizing the City Administrator to approve paid Employee leave during the COVID-19 Pandemic

- D. Resolution No. 047 (2019/2020): A Resolution Authorizing the Mayor and City Administrator to take Appropriate Emergency Measures during the COVID-19 Pandemic
- E. Discussion and Appropriate Follow-up on City Administrator Applicants
- 9. REPORTS City Administrator/Mayor/Council/Staff
- 10. ADJOURN

The agenda was posted on the official bulletin board on March 19, 2020, in compliance with the
requirements of the open meetings law.
Posted
E-Mailed
WYOFFICEYCOLINCII /ACENDAS-COLINCII /2010 2020/2020 ps 22 DOC

Council Packet Memo March 20, 2020

4. PUBLIC HEARINGS

A. Fiscal Year 2020/2021 Budget:

- 1. Public Hearing Approval of the Fiscal Year 2020/2021 Budget: Enclosed you shall find a copy of the Notice to the Public that was published in the Nevada Journal regarding the hearing for the FY2020/2021 Budget.
- 2. Resolution No. 042 (2019/2020): A Resolution adopting the Fiscal Year 2020/2021 Annual Budget: Enclosed you shall find a resolution approving the FY2020/2021 Budget. Also enclosed are the state required forms detailing the budget. Staff recommends approval.

B. Capital Improvement Plan Fiscal Year 2020/2021:

- 1. Public Hearing, approval of the Fiscal Year 2020/2021 Capital Improvement Plan. Enclosed you shall find a copy of the Notice to the Public regarding the hearing.
- 2. Resolution No. 043 (2019/2020): A Resolution adopting the Fiscal Year 2020/2021 Capital Improvement Plan: Enclosed you shall find a resolution approving the Plan along with the recommended Plan. Staff recommends approval.

C. General Fund Equipment Acquisition Lease-Purchase Agreement, Wide Area Mower for Parks, Recreation, Cemetery, Public Works:

- 1. Public Hearing, General Fund Equipment Acquisition Lease-Purchase Agreement, Wide Area Mower for Parks, Recreation, Cemetery, Public Works: Enclosed you shall find a copy of the Notice to the Public that was published in the Nevada Journal regarding the hearing.
- 2. Resolution No. 044 (2019/2020): A Resolution approving and authorizing a General Fund Lease-Purchase Agreement with lease payments in a principal amount not to exceed \$52,000 and providing for the levy of taxes to pay the same: Enclosed you shall find a resolution approving the additional action necessary for the John Deere Lease Agreement for the Wide Area Mowers for a total cost of \$40,936.38, three payments of \$13,645.46 each. Also enclosed is a copy of the lease agreement. Staff recommends approval.

D. Amend Chapter 165.17 Zoning Ordinance, Unattached Accessory Buildings:

- 1. Public Hearing, to amend the Zoning Ordinance Chapter 165.17 Unattached Accessory Buildings: Enclosed you shall find a copy of the Notice to the Public that was published in the Nevada Journal regarding the hearing.
- 2. Ordinance No. 1009 (2019/2020): An Ordinance amending Chapter 165.17, Unattached Accessory Buildings: Enclosed you shall find an Ordinance amending Chapter 165.17 regarding Accessory buildings. Staff and Planning and Zoning commission recommends approval of the first reading. Also enclosed is a copy of the current section of the code.

7. OLD BUSINESS

A. Resolution No. 045 (2019/2020): A Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2020

thereunder: Enclosed you shall a resolution approving the Bond Purchase Agreement

- for the 2020 Bonds. With the market so volatile this item may be removed from the agenda Monday night. Our financial advisor, Michael Maloney, will be in touch on Monday and provide guidance on the current situation.
- B. Approve Amendment to Master Agreement for Municipal Engineering Services for Construction Phase Services for the Central Business District Infrastructure Improvements: Enclosed is an amendment to the Master Agreement with HR Green to do the construction phase of the CBD Infrastructure project. Staff recommends approval.
- C. Approve Payment of Additional Payment for Tanker Conversion for the Fire Department: Enclosed you shall find a prepared Action Form detailing History and options.

8. NEW BUSINESS

- A. Approve Purchase of GPS Unit for Planning and Zoning Department: Enclosed you shall find an Action form detailing history, bids received for the GPS Unit and options.
- **B.** Approve Purchase of Mowers for Park and Rec Department: Enclosed you shall find an Action form detailing history, bids received and options. The first part of the Bids on the action form are related to the Wide Area Mower that are at the beginning of the meeting after a public hearing.
- C. Resolution No. 046 (2019/2020): A Resolution authorizing the City Administrator to approve paid Employee leave during the COVID-19 Pandemic: Enclosed you shall find a resolution authorizing the City Administrator to approve employee leave during the COVID-19 Pandemic.
- D. Resolution No. 047 (2019/2020): A Resolution authorizing the Mayor and City Administrator to take Appropriate Emergency Measures during the COVID-19 Pandemic: Enclosed you shall find a resolution allowing the Mayor and City Administrator to take emergency actions where necessary during the COVID-19 Pandemic.
- E. Discussion and Appropriate Follow-up on City Administrator Applicants: Enclosed is a Tentative Schedule for discussion purposes for the City Administrator Interview process. Mayor and Council have already received the list of candidates and will be selecting finalists for interviews. As a reminder, please only refer to the candidates by the number assigned to them and speak only in general terms with no identifying characteristics of the individual candidates.

Proof Of Publication In **NEVADA JOURNAL**

STATE OF IOWA, STORY COUNTY, ss.

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

CITY OF NEVADA

Form 631.1

was published in said newspaper 1 time(s) on March 5, 2020 with the last of said publication on the 5th day of March, 2020

Krouce



Commission Number 790054 My Commission Expires May 19, 2021

Notary Public

Sworn to before me and subscribed in my presence by Kim Fowler, General Manager this the 5th day of March, 2020

AD NO: 1322855 FEE: \$124.99 **ACCT NO: 37490** Form 631.1

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

1322855

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

City of	N	EVADA		_, Iowa
The City Council will conduct a publ	ic hearing on the	propos	ed Budget at	Nevada Council Chambers
on	3/23/2020	at	6:00 p.m.	
The Budget Estimate Summary of prop Copies of the the detailed proposed B City Clerk, and at the Library. The estimated Total tax levy rate per \$	udget may be ob	tained o	or viewed at the	

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. The city budget is subject to protest. More information on protest can be found at https://dom.iowa.gov/local-gov-appeals

515-382-5466 Kerin Wright

		Budget FY	Re-est. FY	Actual FY
		2021	2020	2019
az enden altitut na na arabat en		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,859,776	4,021,105	3,049,82
Less: Uncollected Property Taxes-Levy Year	2	0	0	
Net Current Property Taxes	3	3,859,776	4,021,105	3,049,82
Delinquent Property Taxes	4	0	0	
TIF Revenues	5	949,646	1,042,310	3,231,47
Other City Taxes	6	989,911	965,871	1,054,71
Licenses & Permits	7	102,750	88,150	97,10
Use of Money and Property	8	293,600	162,800	517,10
Intergovernmental	9	1,181,486	2,345,497	1,396,50
Charges for Services	10	3,911,141	3,946,696	4,084,31
Special Assessments	11	1,000	1,000	
Miscellaneous	12	2,282,250	304,700	4,370,90
Other Financing Sources	13	14,000,000	5,000,000	4,962,92
Transfers In	14	8,254,362	3,661,075	8,021,274
Total Revenues and Other Sources	15	35,825,922	21,539,204	30,786,138
Expenditures & Other Financing Uses				
Public Safety	16	1,818,312	1,494,067	1,605,939
Public Works	17	1,075,480	1,011,538	750,274
lealth and Social Services	18	64,550	13,920	80,107
Culture and Recreation	19	1,832,752	1,537,167	2,166,304
Community and Economic Development	20	678,634	507,105	330,015
General Government	21	670,889	638,996	458,245
Debt Service	22	1,341,263	1,355,104	5,948,096
Capital Projects	23	12,943,000	7,727,000	1,305,169
otal Government Activities Expenditures	24	20,424,880	14,284,897	12,644,149
lusiness Type / Enterprises	25	4,905,693	4,484,254	2,503,263
otal ALL Expenditures	26	25,330,573	18,769,151	15,147,412
Fransfers Out	27	8,254,362	3,661,075	8,021,274
otal Expenditures/Transfers Out	28	33,584,935	22,430,226	23,168,686
xcess Revenues & Other Sources Over	A Lui	A CONTRACTOR		
Jnder) Expenditures/Transfers Out	29	2,240,987	-891,022	7,617,452
eginning Fund Balance July 1	30	23,408,826	24,299,848	16,682,396
nding Fund Balance June 30	31	25,649,813	23,408,826	24,299,848

RESOLUTION NO. 042 (2019/2020)

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 2020/2021 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 2020/2021 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 23rd day of March, 2020, by the City Council of the City of Nevada, Iowa.

ATTEST: Brett Barker, Mayor
Kerin Wright, City Clerk
Moved by Council Member, seconded by Council Member, that Resolution No. 042 (2019/2020) be adopted.
AYES: NAYS: ABSENT:
The Mayor declared Resolution No. 042 (2019/2020) adopted.
hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 042 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23 rd day of March, 2020.
Kerin Wright, City Clerk

W:\OFFICE\COUNCIL\RESOLUTIONS\2019-2020\042-FY20-21 BUDGET.DOC

Adoption of Budget and Certification of City Taxes

85-820

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021 Resolution No.: The City of: County Name: STORY Date Budget Adopted: 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. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City I Address of the Control of the Cont County Auditor Date Stamp January 1, 2019 Property Valuations Last Official Census With Gas & Electric Without Gas & Electric Regular 262,548,035 2ь 259,838,430 6,798 **DEBT SERVICE** 291,827,155 зь 289,117,550 Ag Land 1,410,393 TAXES LEVIED (A) (B) Code Dollar Request with **Property Taxes** Purpose Sec. Limit **Utility Replacement** Levied Regular General levy 384.1 8.10000 2,126,639 2,104,691 8.10000 Non-Voted Other Permissible Levies (384) Contract for use of Bridge 12(8) 6 0 0 Opr & Maint publicly owned Transit 0.95000 12(10) 0 0 Rent, Ins. Maint of Civic Center 12(11) Amt Nec 0 0 12(12) 0.13500 Opr & Maint of City owned Civic Center 35,444 35.078 0.13500 47 Planning a Sanitary Disposal Project 0.06750 12(13) 10 0 0 Aviation Authority (under sec.330A.15) 12(14) 0.27000 0 0 49 12(15) 0.06750 Levee Impr. fund in special charter city 13 0 0 51 Liability, property & self insurance costs Amt Nec 114,825 12(17) 14 113,640 52 0.43735 Support of a Local Emerg.Mgmt.Comm. Amt Nec 12(21) 462 0 (384) Voted Other Permissible Levies Instrumental/Vocal Music Groups 12(1) 0.13500 15 0 0 53 Memorial Building 137,714 12(2) 0.81000 16 139,150 0.53000 54 12(3) 0.13500 Symphony Orchestra 17 0 0 55 Cultural & Scientific Facilities 0.27000 12(4) 18 0 0 56 County Bridge 12(5) As Voted 0 0 1.35000 Missi or Missouri River Bridge Const. 12(6) 0 0 58 0.03375 Aid to a Transit Company 12(9) 21 0 0 Maintain Institution received by gift/devise 12(16) 0.20500 22 0 0 12(18) 1.00000 City Emergency Medical District 0 0 466 Support Public Library 12(20) 0.27000 0 23 61 0 Unified Law Enforcement 1.50000 28E.22 24 0 62 0 Total General Fund Regular Levies (5 thru 24) 2,416,058 2,391,123 3,00375 Ag Land 384.1 4,236 4,236 3.00375 **Total General Fund Tax Levies** (25 + 26)2,420,294 2.395.359 27 Do Not Add Special Revenue Levies 0.27000 Emergency (if general fund at levy limit) 70,888 70,156 0.27000 64 Police & Fire Retirement 384 6 Amt Nec 29 Amt Nec FICA & IPERS (if general fund at levy limit) 345,605 342,038 1.31635 Other Employee Benefits Amt Nec 330,000 326,594 31 1.25691 Total Employee Benefit Levies 675,605 668.632 2.57326 65 Sub Total Special Revenue Levies (28+32)746,493 738 788 33 Valuation As Req With Gas & Elec Without Gas & Elec SSMID 1 0 0 SSMID 2 35 0 67 0 SSMID 3 36 0 0 68 SSMID 4 37 0 0 SSMID 5 555 0 0 565 (8) SSMID 6 (A) 556 0 0 566 SSMID 7 0 0 SSMID 8 0 0 1185 ### **Total Special Revenue Levies** 746,493 738,788 384.4 **Debt Service Levy** 76.10(6) 570,350 565,054 Amt Ned 40 1.95441 70 (Capital Improv. Reserve) 0.67500 Capital Projects 162,250 41 160,575 41 71 0.61798 Total Property Taxes (27+39+40+41) 42 3,899,387 3,859,776 14.61800 COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:

Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
 - Adopted property taxes do not exceed published or posted amounts. Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total,
 - Number of the resolution adopting the budget has been included at the top of this form.

	the bedget the appeared to the Sobhitt Area materies the paper copy certified by the city to this diffice.
T	he long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this offic

CHECK CITY VALUATIONS

Taxable Valuations By Class By Levy Authority

100% Valuations By Class By Levy Authority

Commercial & Industrial Replacement Claim Estimation

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.

The City of NEVADA

Industrial - TIF (C) Industrial - Non-TIF 13,449,690 (B) Commerical - TIF (A) Commercial - Non-TIF 39,280,500 45,139,410 100% Assessed

| REPLACEMENT \$ FILLS TO: | Seperal Fund | \$68,861 | REVENUES, LINE 18, COL (C) | \$50,000 | \$71,276 | REVENUES, LINE 18, COL (D) | \$71,276 | REVENUES, LINE 18, COL (D) | \$14,625 | REVENUES, LINE 18, COL (F) | \$14,625 | REVENUES, LINE 18, COL (F) | \$1,625 | REVENUES, LINE 18, COL (F) | \$1,625 | REVENUES, LINE 18, COL (F) | \$1,625 | REVENUES, LINE 18, COL (G) | \$1,625 | REV

REPLACEMENT PAYMENT PERCENTAGE

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 proratation necessary for the budget year will not be Beginning in FY 2017-2018, the amount of commercial & industrial replacement payments paid by the State of lowa to local governments becomes known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.

To reduce that estimated amount of 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.

* Please input the amount of revenue being received from any grants or reimbursements from the State of lowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.

Chate Canada D Dalahiman	(A)	(B)	(C)	(D)	(E)	(F)
	General	Special Revenue	TIF Sp. Revenue	Debt Service	Capital Projects	Proprietary
otate Grants & Reimbursements 18		\$5,600				

Fund Balance Worksheet for City of

(1) Annual Renort EV	General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj	Permanent	Total Government	Proprietary	Grand
Section 1 Sport 1 2019							(11)	Ē	(5)
regiming Fund Balance July 1 (pg 5, line 134)	3,438,396	3,066,643	3,199,316	182 517	765 13E	747 000	-0, 002 07		
	8,066,859	2,843,476	3,486,831	5 974 407	7 265 000	147,888	10,500,195	6,182,201	16,682,396
id Bal (pg 9, line 136) *	3,670,204	3,094,833	4,676,085	5 948 098	1 474 200	2,987	25,643,549	5,142,589	30,786,138
(pg 9, line 147) *	7,835,051	2,815,286	2,010,062	208 828	4 257 134	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	18,863,508	4,305,178	23,168,686
•			TIF Special		1,101,104	133,073	17,280,236	7,019,612	24,299,848
(2) * Do Ectimated TV	General	Spec Rev	Rev	Debt Serv	Cant Proi	Dormonon	C		
Ne-Estimated FT 2020					for eading	- cillialielli	1 of GOVI	Proprietary	Grand Total
alance	5 7,835,051	2 815 286	2 010 082	000 000					
	6 4.491.711	3 064 045	1 122 004	070,070	4,257,134	153,875	17,280,236	7,019,612	24,299,848
	7 3.584.988	2,874,043	1,122,301	1,379,572	6,405,394	0	16,463,703	5,075,501	21,539,204
inding Fund Balance	8 8,741,774	3,005,049	2 080 233	1,355,104	7,820,213	0	16,687,397	5,742,829	22,430,226
			TIF Special	087,002	2,842,315	153,875	17,056,542	6,352,284	23,408,826
	General	Spec Rev	Rev	Deht Serv	Cant Droi		v 1		
Budget FY 2021				A COLIN	Captriol	rermanent	lot Govt	Proprietary	Grand Total
Fund Balance	9 8,741,774	3 005 049	2 080 233	300 000	27000				
Sevenues	10 4 465 REO	2 000 647	2,000,233	087'007	2,842,315	153,875	17,056,542	6,352,284	23 408 826
xpenditures		2,302,047	1,034,318	1,364,389	17,964,174	3,800	27,735,188	8.090 734	35 825 922
inding Fund Balance		0,07 1,084	1,063,825	1,341,263	13,039,613	0	27,220,139	6 364 796	33 584 035
	001,000,1	2,030,102	2,050,726	256,422	7,766,876	157,675	17 571 591	8 078 222	25,640,933
The rigures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL DEPORT FOR FIGURE	F-66(IA-2) STATE	DE IOWA FINANCIA	TOCOT TOO					710.010	50,040,04

The figures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, The remaining two sections are filled in by the software once ALL worksheets are completed.

2019

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				Fiscal Yea	Fiscal Year Ending	2021		Fis	Fiscal Years	
GOVERNMENT ACTIVITIES (A) (B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT	PROPRIETARY	BUDGET 2021	RE-ESTIMATED	ACTUAL 2019
PUBLIC SAFETY							m m	3	(Y)	(T)
Police Department/Crime Prevention 1 Jail	1,276,365	36,500						1,312,865	1,189,252	1,133,780
anagement	3	0						0	0	0
		32,600						006	1,400	2,602
Fire Department 5	370,606	0						32,600	32,690	19,566
		0						370,606	194,399	370,459
Building Inspections 7	7 55,941							38,800	16,600	26,791
Protective Services								55,941	49,226	47,071
Animal Control	009'9							0000	0 00	0
Other Public Safety 10								000'0	000,01	5,670
10.00 (miles ? - 10)	1,749,212	69,100				0		1,818,312	1 494 067	1 605 939
S		****** ***** ***** ***** ***** ***** ****								66.000
Darking Motor and Off Plant	4,000	774,205	ø					778 205	792 825	493 807
								0	0	00.00
and Cofets	0	144,000						144,000	136.000	128 078
	0 0	21,000						21,000	13,000	5.556
e di inci		82,275						82,275	69.713	107 401
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Airort (if not Enterprise) 10	0.0							0	0	0
e (if not Enterprise)		C						0	0	0
olic		50 000						0	0	0
. 21)	4.000	1 071 480						20,000	0	15,432
HEALTH & SOCIAL SERVICES						O		1,075,480	1,011,538	750,274
Welfare Assistance		****** ***** **** **** **** **** ****				***** **** **** **** **** **** **** ****				
								0	0	0
Payments to Private Hospitals 25								0	0	0
lo	100							0	0	0
		13,000						0 00 0,	0	0
	8							000,81	10,000	12,452
Services	6	51,550						0 00	0	0
	0	64,550						066,16	3,920	67,655
CULTURE & RECREATION						0		94,550	13,920	80,107
Library Services 31	451476	54 000						**************************************	**************************************	
and Theater		1 520						505,476	480,510	425,169
Parks 33	733 033	38 800						1,520	1,590	980
Recreation 34		30,223						771,833	705,625	801,054
		4 500						142,032	808'99	596,595
by Center, Zoo, & Marina		85 300						148,733	107,570	159,032
		2 930						260,228	172,236	169,701
	1,634,961	197 791						2,930	2,828	13,773
								1,002,132	791,756,1	2,166,304

EXPENDITURES SCHEDULE PAGE 2 Fiscal Year Ending

				Fiscal Year Ending	Ending.	2021		Fis	Fiscal Years	
GOVERNMENT ACTIVITIES CONT.	GENERAL (C)	SPECIAL REVENUES (D)	SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY	<u> </u>	RE-ESTIMATED 2020	ACTUAL 2019
& ECONOMIC DEVELOPMENT lification	******* ***** ***** ***** ***** ***** ****	0					3	6	(X)	<u>-</u>
ewal	7,000	135,000	315,352					0 457 352	044 020	0
Planning & Zoning 42		30,000	10,000					10,000	10.000	246,941
Other Com & Econ Development	11,500							166,282	152,366	68,850
TOTAL (lines 39 - 44)								45,000	2007	10,558
AN GOVEDNMENT	154,782	198,500	325,352			0		0 678 634	0	0
	30 507		****** ***** **** **** **** **** ****						505	330,015
ü	(6)	000,61						55,007	89,207	24.571
Nicos & City Attendant								327,573	264,680	193,858
City Hall & General Buildings		1,500						0 000	7,000	0
	124,348	0						124 349	111,300	96,711
al Government		13,000						40,160	40 160	91,653
101AL (lines 46 - 52) 53	640.88	30,00	10					13,000	10.000	11,000
BT SERVICE		000,00	0	1 241 262		0		620,889	638,996	458,245
				507,1 +5,1				1,341,263	1,355,104	5,948,096
TOTAL CABITAL PROJECTS 56			**************************************		12,943,000			12,943,000	7,727,000	1,089,158
	0	0	0		12 943 000	C		0	0	216,011
ditures			2.00		2000	2		12,943,000	7,727,000	1,305,169
(mes 11+22+30+38+45+53+54+57) 58	4,183,844	1,631,421	325,352	1,341,263	12 943 000					
BUSINESS TYPE ACTIVITIES								20,424,880	14,284,897	12,644,149
rietary: Enterprise & Budgeted ISF										
Water Utility								****		
							7,226,627	1,226,627	1,284,570	1,076,540
							7,930,404	2,996,484	3,077,605	780,990
Airport								0	0	0
//Garbage								olc		
Transit							72,079	72,079	72.079	62 452
& Telephone								0	0	0
Storm Water Hillih								0	0	0
Other Business Type (city hosn ISE parking etc.)							35 900	000 35	0	0
							0	One co	000,06	7,266
							574,603	574,603	0	576 015
								0	0	0
1-73)							4 905 603	0 000 8	0	0
(Ilues 58+74)		1,631,421	325,352	1.341.263	12 943 000	-	200,200,4	4,905,693	4,484,254	2,503,263
Internal TIE Loan / Bosonset T	4,520,000	1,440,173		0	96 613		4,905,693	25,330,573	18,769,151	15,147,412
			738,473				201,804,1	729,479	2,910,304	3,551,050
Total Expenditures & Fund Transfers Out form 7547777	4,520,000	1,440,173	738,473	0	96,613	0	1,459,103	8.254.362	3 661 075	4,470,224
		3,071,594	1,063,825	1,341,263	13,039,613	0	6,364,796	33,584,935	22,430,226	0,021,274 23 168 686
Ending Fund Balance June 30	4 503 790	2 836 102	000 000							200000000000000000000000000000000000000
anded budgeted amount from a pri	ar's capital project The	2,030, 1021	2,050,726	256,422	7,766,876	157,675	8,078,222	25,649,813	23,408,826	24.299.848
	· · · · · · · · · · · · · · · · · · ·	ום כוווון ום ווומכם כוו ווום	Con Approps page u	hat must accompany	the budget forms if us	sed. SEE INSTRUCTI	ONS FOR USE.			7

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NEVADA

The last two columns will fill in once

Department of Management

the Re-Est forms are completed

172,823 318,905 4,084,312 980,316 100,240 878,205 248,004 170,057 1,396,506 38,312 23,115 12,973 2,200,129 3,049,824 1,054,716 66,083 3,551,050 1,326,372 3,049,82 3,231, ACTUAL 2019 1,218,500 875,000 139,997 112,000 2,345,497 900,000 965,871 88,150 2,207,727 4,021,105 68,650 2,910,304 750,771 3,661,075 5,000,000 4,021,105 37,971 170,900 3,946,696 304,700 RE-ESTIMATED 1,042,31 Fiscal Years 2020 3 16,500 875,000 114,986 175,000 19,300 920,000 989,911 170,900 7,515,889 738,473 8,254,362 3,859,776 102,750 2,204,527 1,347,754 68,650 1,000 3,859,776 39,611 14,000,000 2,282,250 BUDGET 2021 5 1,347,754 68,650 170,900 3,791,831 26,300 ,209,103 PROPRIETARY ,209,103 3,000,000 PERMANENT 2021 Ē 160,575 2,275 10,000 4.624 160,575 4,775,000 11,000,000 CAPITAL PROJECTS (G) REVENUES DETAIL Fiscal Year Ending 565,054 8,296 5.000 3,000 14,625 96,613 673,801 770,414 565.054 14,625 DEBT SERVICE E 64,672 949,646 SPECIAL REVENUES E 738,788 920,000 875,000 901,876 738,788 26,876 268,128 268,128 SPECIAL REVENUES (D) 11,200 109,210 47,135 102,550 160,050 16,500 68,861 175,000 260,361 224,150 2,395,359 2,395,359 1,167,045 1,167,045 1,167,045 GENERAL (C) 1 13 222 222 223 224 224 228 333 333 34 34 12 13 14 15 35 Miscellaneous
Other Financing Sources:
Regular Operating Transfers In
Infernal TIE Loan Transfers In
Subtotal ALL Operating Transfers In
Proceeds of Debt (Excluding TIF Internal Borrowing) 40
Proceeds of Capital Asset Sales
Proceeds of Capital Asset Sales
Subtotal-Other Financing Sources (Innes 38 thru 40)
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)

16 37 Utility Tax Replacement Excise Taxes
Utility franchise tax (lowa Code Chapter 364.2)
Parimutuel wager tax
Gaming wager tax
Mobile Home Taxes
Hotel/Motel Taxes
Other Local Option Taxes Airport
Landfill/Garbage
Hospital
Transit
Cabla TV, Internet & Telephone
Housing Authority
Storm Water Utility
Other Fees & Charges for Service
Subtotal - Charges for Service REVENUES & OTHER FINANCING SOURCES Local Grants & Reimbursements Subtotal - Intergovemmental (lines 16 thru 19) Taxes Levied on Property
Less: Uncollected Property Taxes - Levy Year
Net Current Property Taxes (line 1 minus line 2) Subtotal - Other City Taxes (lines 6 thru 12) Road Use Taxes Other State Grants & Reimbursements Federal Grants & Reimbursements Charges for Fees & Service; Water Utility Delinquent Property Taxes Jse of Money & Property TIF Revenues Other City Taxes: ntergovernmental: Sewer Utility Electric Utility Gas Utility Parking

16,682,396

30,786,138 47,468,534

21,539,204 24,299,848

35,825,922

8,090,734 6,352,284

3,800 157,675

17,964,174 2,842,315 20,806,489

233,296 1,597,685

59,234,748

14,443,018

45,839,052

12,984,197

8,661,075

22,254,362

4,209,103

15,775,000

770,414 1,364,389

64,672

268,128

42 43

1,034,318 2,080,233 3,114,551

2,902,647 3,005,049 5,907,696

13,207,634 4,465,860 8,741,774

4 4

Beginning Fund Balance July 1 TOTAL REVENUES & BEGIN BALANCE (mes 12-13)

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CITY OF

ADOPTED BUDGET SUMMARY YEAR ENDED JUNE 30, 2021

Department of Management

				YEAR ENDED JUNE 30,	JUNE 30,	2021			Fiscal Years	
	GENERAL (C)	SPECIAL REVENUES	SPECIAL REVENUES	DEBT	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2021	RE-ESTIMATED	⋖
icing Sources		9	(E)	(E)	(0)	(H)	0	<u>5</u>	(K)	(L)
Less: Uncollected Property Tayor I age Voc.	2,395,35	738,788		565,054	160.575					
	2 2205 250			0	0			3,7,858,2	4,021,105	3,049,824
	2,385,358	738,788		565,054	160,575			2 050 770	0	0
	0	0		0	0			0//6000	4,021,105	3,049,824
000			949,646					0	0	0
		932,205		8.296	2275			949,646	1,042,310	3,231,474
		200						989,911	965,871	1,054,716
Property		33,350	20,000	2 000	11 700		0	102,750	88,150	97,102
		901,876	0	14.625	4 624	O	63,500	293,600	162,800	517,103
ervice	109,210	100			10,000		0	1,181,486	2,345,497	1,396,506
sments		0		1000	000,0	0	3,791,831	3,911,141	3,946,696	4,084,312
		28,000		200	000000		0	1,000	1,000	0
	13 3,298,815	2,6	969.646	593 975	2 180 174	3,800	26,300	2,282,250	304,700	4,370,904
Other Financing Sources:				0.0000000000000000000000000000000000000	4,109,174	3,800	3,881,631	13,571,560	12,878,129	17,801,941
-	14 1,167,045	268,128	64 672	77077	4 776 000					
	15 0	0		+ 0	44,73,000	0	1,209,103	8,254,362	3,661,075	8.021.274
	16 0	0		0	000,000,11		3,000,000	14,000,000	5,000,000	4.946.611
	17 4,465,860	2,902,647	1.034.318	1 364 380	17 064 174	0 00 0	0	0	0	16,312
s & Other Financing Uses				2001	47-1406	3,800	8,090,734	35,825,922	21,539,204	30,786,138
	1,749,212	69,100	O							
	19 4,000	1,071,480	0			0		1,818,312	1,494,067	1,605,939
ces		64,550	0			0		1,075,480	1,011,538	750,274
	-	_	0					64,550	13,920	80,107
Community and Economic Development		-	325,352					1,832,752	1,537,167	2,166,304
	640,88	30,000	0					6/8,634	501,105	330,015
		0	0	1.341.263				688'0/9	966'889	458,245
		0	0		12 943 000			1,341,263	1,355,104	5,948,096
	26 4,183,844	1,631,421	325,352	1,341,263	12.943.000			12,943,000	7,727,000	1,305,169
& ISF								20,424,880	14,284,897	12,644,149
pe Expenditures	28 4,183,844	1,631,421	325 352	1 341 263	42 043 000		4,905,693	4,905,693	4,484,254	2,503,263
	4,520,000	1,440,173		2	12,343,000		4,905,693	25,330,573	18,769,151	15,147,412
Out	30 8,703,844	3,071,594	1.063.825	1 341 263	12 020 612		1,459,103	8,254,362	3,661,075	8,021,274
Over				502,110,1	5,039,013	О	6,364,796	33,584,935	22,430,226	23,168,686
(Under) Expenditures/Transfers Out 3,	32 -4,237,984	-168,947	-29 507	23 126	7007		***** **** **** **** **** **** **** ****			
				27.127	100,425,4	3,800	1,725,938	2,240,987	-891,022	7,617,452
-		3,005,049	2.080.233	233 206	2000					
Ending Fund Balance June 30	34 4,503,790	2,836,102	2,050,726	256 422	7 766 876	153,875	6,352,284	23,408,826	24,299,848	16,682,396
					2000	0/0//01	8,078,222	25,649,813	23,408,826	24,299,848

Department of Management

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS
PAGE 1

NEVADA City Name:

Form 703

Fiscal Year	670 350	or or	570.350	Amount Paid	Current Year Debt Service Levy	(K)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	570,350	0	0	0	0	0	0	0	0	0	0	0	0	0 0	570,350
	770.913	574,603	1345.518	Paid from Funds OTHER THAN	Current Year Debt Service Taxes	(5)	96,613					5/4,603				674,300																				1,345,516
	690,100	0	690,100	Reductions due to Refinancing	of Certified Debt	(n)-	690,100																													001'009
	1,500	200	2,000	Bond Reg./ Paying Agent	2021	(n)+	200				003	8			Ann.	000					9	006														2,000
	2,029,863	574,103	2,603,966	Total Obligation	2021	(9)	100,213				574 103				673 800	000				0	C SAG BAR	000	5 6	9 6		0	0					0 6	0		0	2,603,966
	159,863	79,103	238,966	Interest	2021	(1)	617,14				79.103				73.800						44 850															238,966
PAGE 1	1,870,000	495,000	2,365,000	Principal Due FY	2021	745,000	200				495,000				000'009						525.000															2,365,000
	GO - TOTAL	NON-GO TOTAL	GRAND TOTAL	Debt Resolution	Number (D)	26 (12/13)					32 (12/13)				017 (17/18)						042 (18/19)													- (5)		TOTALS
				Type of Debt	Obligation (C)	90	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NON - GO	NO SELECTION	NO SELECTION	NO SELECTION	09	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	8	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	NO SELECTION	
ŗ.				Amount	lssue (B)	7,320.000					7,090,000				2,850,000						2,250,000															
City Name: NEVADA				Debt Name	(4)	(1) CITY HALL REFUND/LIBRARY ADDITION	(2) GO Bond, PD in Full 2025/2026, Callable 6/2019	(3) CH/PSD Portion, Pd in Full 6/2019 pymt 690,100	(4) Library Addition, CIP Levy 96,613.50	(5)	(6) WATER REVENUE BOND, 2.850m	(7) Last payment 2026/2027	(8)	(9) 2017 GO Bond	(10) Refunded 2013 GO Bond (DuPont/Airport/2013 St)	(11) "Escrow acct until 2013B was callable	- 1	(13) Airport Rd - Princ: 215,000 Int 32,762	(14) 2013 Sts Portion pd in full FY16	(15)	(16) 2019 BOND	(17) 2019 CIP Streets/utilities	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)	

ERRORS LISTING PAGE SCROLL TO VIEW ALL ERROR MESSAGES (You may also print this page) CONGRATULATIONS! THE BUDGET FILE CONTAINS NO ERRORS IN THE FOUR CATEGORIES

(1) OPERATING TRANSFERS IN / OPERATING TRANSFERS OUT COMPARISONS

(2) ENDING YEAR FUND BALANCE / BEGINNING YEAR FUND BALANCE COMPARISONS

0

(3) AN ERROR MESSAGE APPEARS IN RED BELOW IF THE BUDGET DOES NOT CONTAIN ALL 3 YEARS OF DATA

(4) AN ERROR MESSAGE APPEARS IN RED BELOW IF A "DEBT TYPE" WAS NOT SELECTED ON THE LT DEBT TAB.

PUBLICATION DATE CALCULATOR

Earliest Publication Date 3/3/2020 Latest Publication Date

3/13/2020

3/23/2020 <== Enter Date **Proposed Hearing Date**

Item# 48
Date: 3/23/2020

Proof Of Publication In NEVADA JOURNAL

STATE OF IOWA, STORY COUNTY, ss.

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

CITY OF NEVADA FY21 PH CIP

was published in said newspaper 1 time(s) on March 5, 2020 with the last of said publication on the 5th day of March, 2020

STA'S

KIMBERLY NELSEN

Commission Number 790054 My Commission Expires May 19, 2021

Notary Public Sworn to before me and subscribed in my presence by Kim Fowler, General Manager this the 5th day of March, 2020

AD NO: 1322845 FEE: \$10.79 ACCT NO: 37490

#1322845 NOTICE OF PUBLIC HEARING

Notice is hereby given that the Nevada City Council will hold a Public Hearing on Monday, March 23, 2020 at 6:00 p.m. to hear public input on the proposed FY19/20- FY 23/24 Capital Improvement Plan.

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 23, 2020.

Kerin Wright City Clerk

Published in the Nevada Journal on March 5, 2020 (1T)

RESOLUTION NO. 043 (2019/2020)

A RESOLUTION ADOPTING THE FISCAL YEAR 2020/2021 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 2020/2021 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 2020/2021 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 23rd day of March, 2020, by the City Council of the City of Nevada, Iowa.

ATTEST: Brett Barker, Mayor
Kerin Wright, City Clerk
Moved by Council Member, seconded by Council Member, that Resolution No. 043 (2019/2020) be adopted.
AYES: NAYS: ABSENT:
The Mayor declared Resolution No. 043 (2019/2020) adopted.
I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 043 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23 rd day of March, 2020.
Kerin Wright, City Clerk

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W:\Office\Finance\BUDGET\2020-2021\CIP

		OF INEVADA, IOWA	A, IOWA				1,00,10
Project	Funding	1 2010-20	2020 21	2000 2000			12/5/2019
Street Projects	9	4017-40	77-0707	7707-1707	2022-23	2023-24	Unscheduled
CBD Improvements, with streetscape	TIE/DS	\$1,000,000	\$3,000,000	000 000			
Bridge Approach & Intakes	99	2006	000,000	44,000,000	4		
#1 LHW Reconstruction, 1st St to 5th (3 parts)	TIF				\$15,000	\$150,000	
#2 LHW Reconstruction, 7th St to 15th	TIT				\$140,000	\$1,400,000	
#3 LHW Reconstruction, 1st St to Bridge, 15 to 19St							\$3,080,000
Connecting 10th Street/10th Street Place W Avenue	11 5	9100					\$4,040,000
South D Avenue	3	\$100,000		ME .			
S 11th St-F Ave to S D Recond	9	\$700,000					
F Ave. 11th to 9th	9						\$2 300 000
18 20 I - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	GO GO						\$010,000
US 30 Interchange, Add'l roads	GO						9710,000
Total Streets - GO/TIF Funding		\$1,700,000	\$3,000,000	\$2,000,000	\$155.000	81 550 000	810 330 000
Froject	Funding	2019-20	2020-21	2021-2022	2022 73	2022 24	000,000,000
Sewer and Wastewater Projects					67-7707	7072-74	Unscheduled
WWTP, Nutrient Removal (transfer to WWCF)	MO	\$250,000	00000203	000			
WWTP, Plant build	PEV CDE	000000	9420,000	\$250,000	\$250,000		\$250,000
	TUE A CIVI	\$1.885.000	\$1,000,000	\$17.350,000	200		Total:
19th St., Fawcett Pkwy to H Ave., Lift Station Project at	G.	2006	7,000,000	000,000,000	\$17,350,000	\$8,640,000	\$46,310,000
H Ave/15th Street)	\$1,210,000					
Televising	M/O	\$15,000	000 210				
CBD Sanitary Sewer Improvements	TIE/ON	976,000	000,514	\$15,000	\$15,000		\$15,000
Sewer lining (CIPP) and manhole rehab - 17-18 blocks	WW.T	4402,000	\$262,000	9			
LHW Reconstr, - 1st St. to 3rd st							\$440,000
LHW Reconstr, -11th to 14th (2027)	MO					\$130,000	
S 11th St-E Ave to S D, Line Sewer	MO						\$200,000
E Ave-11th to 8th, Sewer replacement	No						\$65,000
Total Sewer and Wastewater COUTIE	O/IM						\$200,000
Total Source and Waterman DEV		\$1,475,000	\$265,000	0\$	80	\$130,000	\$200.000
Total Source and Worthwest Old		\$1,885,000	\$1,000,000	\$17,350,000	\$17,350,000	\$8,640,000	80
Project		\$265,000	\$265,000	\$265,000	\$265,000		\$705,000
	Funding	2019-20	2020-21	2021-2022	2022-23	2023-24	Unscheduled

, FY20-24	
PROGRAM,	, IOWA
L IMPROVEMENT I	OF NEVADA
PITAL IMPRO	CITY

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	CITY 0	OF NEVADA, IOWA	A, IOWA	:4			12/5/2010
Water Projects							14/3/2013
Water Plant Improvements (2027) (xtr to WUPRS)	Wtr OM	\$250,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200 000
CBD Wtr Impr, 6th Street from N Ave. to S	TIF/OM	\$750,000	\$750,000			20,000	4400,000
Water I ies - 8th St., linking P Ave. and Q Ave.	M/O						\$33,000
2"/4" Wtr Main Replc - 9th St. (E Ave. to I Ave., J Ave.	M/O						000,000
to L Ave.) 7th St. (E Ave. to H Ave., 10th St. from J Ave.							\$600,000
to L Ave), Alley(7th St. to 8th St. from L Ave. to N Ave.,				a:			
2"/4" Water Main Replacement - F Ave., 15th to 18th	M/O						\$121,000
2"/4" Wtr Main Replc - 16th. 17th & 18th St H Ave to F	MO						4171,000
Ave.							\$231,000
LHW Reconstruction, #1	M/O				\$16,000	\$165,000	
LHW Reconstruction, #2	M/O					\$30,000	\$330,000
CHW Reconstruction # 3	M/O					000,000	4330,000
Total Water GO & TIF		\$750,000	\$750,000				4429,000
Total Water O/M		\$250,000	\$200,000	\$200,000	\$216,000	8395 000	\$1 385 000
Project	Funding 2	2019-20	2020-21	2021-2022	2022-23	2023-24	Ilnsohodulod
Storm Sewer Projects							Ouscheduled
Cost share Program	Stm O/M	\$7.500	\$7.500	\$7.500	\$7.500	003 63	000
CBD Collector Lines	TIF/OM	\$250,000		000,00	000,14	000,74	\$7,500
JHW Reconstruction, #1	M/O				\$14,000	\$140,000	
JHW Reconstruction, #2	M/O				2000,414	\$140,000	
JHW Reconstruction # 3	M/O						\$308,000
Total Storm Sewer O/M		\$7,500	\$7,500	87.500	827 500	8147 500	\$404,000
Project	Funding					000,711	000,010
		2019-20	2020-21	2021-2022	2022 23	2022 24	11
Capital Building Projects				7707-7707	7777	77-5707	Unscheduled
Tieldhouse	TIF/GO	\$500,000	\$7,000,000				
Total Capital Building Projects		\$500,000	\$7,000,000				
itreets GO Bond every 3 years - approximately \$3,000,000							

Nater and Wastewater Projects every 3 years - approximately \$3,000,000 itorm Projects every 3 years - approximately \$400,000

Item#_4C Date: 3/33/3030

Proof Of Publication In NEVADA JOURNAL

STATE OF IOWA, STORY COUNTY, ss.

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

CITY OF NEVADA

PH, PKM Lease mower

was published in said newspaper 1 time(s) on March 12, 2020 with the last of said publication on the 12th day of March, 2020

Kumberly Nelsen



Commission Number 790054
My Commission Expires May 19, 2021

Notary Public Sworn to before me and subscribed in my presence by Kim Fowler, General Manager this the 12th day of March, 2020

AD NO: 1325802 FEE: \$28.78 ACCT NO: 37490 #1325802
NOTICE OF PROPOSED ACTION TO
INSTITUTE PROCEEDINGS TO
ENTER INTO A GENERAL FUND
EQUIPMENT ACQUISITION
LEASE-PURCHASE AGREEMENT
WITH PRINCIPAL LEASE
PAYMENTS THEREUNDER IN A
PRINCIPAL AMOUNT NOT TO
EXCEED \$52,000
(GENERAL FUND)

The City Council of the City of Nevada, Iowa, will meet on March 23, 2020, at the Nevada City Hall Council Chambers, in the City, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a lease-purchase agreement (the "Lease-Purchase Agreement") with principal lease payments thereunder in a principal amount not to exceed \$52,000 for the purpose of acquiring a wide area mower and related equipment for municipal cemetery, parks and public works use.

The Lease-Purchase Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of lowa and will constitute a general obligation of the City, provided, however, that principal under the Lease-Purchase Agreement shall be payable from the City's General Fund and not from the direct imposition of a debt service property tax levy.

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

By order of the City Council o the City of Nevada, Iowa. Kerin Wright City Clerk

Published in the Nevada Journal on March 12, 2020 (1T)

RESOLUTION NO. 044 (2019/2020)

Resolution approving and authorizing a General Fund Lease-Purchase Agreement with lease payments in a principal amount not to exceed \$52,000 and providing for the levy of taxes to pay the same

WHEREAS, pursuant to the provisions of Section 364.4 of the Code of Iowa, the City of Nevada (the "City"), in Story County, State of Iowa, has heretofore proposed to contract indebtedness and enter into a General Fund Equipment Acquisition Lease-Purchase Agreement (the "Lease-Purchase Agreement") with lease payments thereunder in a principal amount not to exceed \$52,000, for the purpose of acquiring a wide area mower and related equipment for municipal cemetery, parks and public works use, and has published notice of the proposed action and has held a hearing thereon on March 23, 2020; and

WHEREAS, it is now necessary to authorize the Lease-Purchase Agreement;

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

Section 1. The Lease-Purchase Agreement with Van-Wall Equipment, Inc., in substantially the form as has been presented to and considered by this Council and containing substantially the same terms and provisions set forth therein, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to make such changes thereto as they, with the advice of bond counsel, deem necessary and to execute and deliver the Lease-Purchase Agreement and to execute any and all other documents and do any and all things deemed necessary in order to accomplish the purposes of the Lease-Purchase Agreement and this resolution.

Section 2. The City Council hereby covenants to appropriate to the General Fund, during the term of the Lease-Purchase Agreement, sufficient funds to pay lease payments under the Lease-Purchase Agreement as such payments become due in the aggregate amount of \$40,936.38. The City hereby pledges the General Fund of the City for the full and prompt payment of the principal of and interest on the Lease-Purchase Agreement. Lease payments shall be made annually in the amount of \$13,645.46 each, due on each July 15, commencing July 15, 2020 and continuing to, and including, July 15, 2022.

Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Passed and approved March 23, 2020.		
	Brett Barker, Mayor	
Attest:		
Kerin Wright, City Clerk) B	э

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



LESSEE'S NAME AND PHYSICAL ADDRESS

Application ID: Version Number: AG Business or Commercial Use

> TYPE OF BUSINESS

LEASE PURCHASE AGREEMENT

LESSEE'S TAX ID NUMBER LESSEE'S PHONE NO. - - EXT.

LESSEE RE	SIDES IN (Coun	ty/State)			See Eq	AGREES TO KEE uipment Locati	P GOODS IN (County/s	State) each Item of Equip	ment below
NAME AND	TITLE OF SIGNI	NG OFFICER							
COJ ESSE	E'S NAME AN	IN PHYSIC	I ADDRESS						
, -	LO NOME AL	ID PITT SICE	IL ADDRESS	CO-LESSEE'S TAX ID NUMBER Empty		CO-LESSEE'S PHONE NO.	W	TYPE OF BUSINESS	4
NAME AND	TITLE OF SIGNI	NG OFFICER			===_!				
I ESSORIS	NAME AND A	DDDEES							
DEERE CR		DUNESS						BHONE	NUMBER
P.O. BOX 6								PHONE	NUMBER
JOHNSTON	N, IA 50131-29	145						800-82	28-8297
	see and Co		ent, ("Lease Agreem e identified above (") shall be jointly and so						
Year	Hour Excess								
1900		111	111 Equ	lpment	200	\$30.00	,	TEST	Yes
ADDITIONAL	DETAILS T	est 1							
		Product ID		Hour Meter	Asset L	evel Payment*	Pu	rchase Option Pric	0
	1111	1111111111	111	0		\$0.00		\$0.00	
	22	222222222		0		\$0.00		\$0.00	
DOC7001						1		***************************************	
Year	Make	Model	Equipment D	escription	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
1900		2222	2222 Equ	ipment	150	\$35,00	, IA	TEST	Yes
DDITIONAL	DETAILS Te	st 2	W	34					
	· · · · · · · · · · · · · · · · · · ·	Product ID		Hour Meter	Asset L	evel Payment*	Pu	rchase Option Price	9
	3	33333333		10		\$0.00		\$0.00	
	44	44444444		0		\$0.00		\$0.00	

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

Settlement Nbr: Equipment Type: DOC7001 Application ID: Version Number:

Equipment Type: Agriculture Agricultural

Number: 01/01/1900 00:01 AM

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Revision Date: 15 January 2017



DOC7001									
Year	Make	Model	Equipment D	escription	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limit
1900		10"	10" EQUIF	PMENT	0	\$0.00	C	TEST	No
ADDITIONAL	DETAILS T	est 3							
		Product ID		Hour Meter	Asset Le	evel Payment*	Pur	chase Option Pr	ice
	5	55555555		0	Included with	11111111111111	Inclu	ded with 1111111	111
DOC7001					/ /	•			
Year	Make	Model	Equipment De	escription	Hour Limit Per Year	Excess Hour Charge	Equipment Location	County	Outside City Limits
1900		TEST	TEST Equip	omentr	0	\$0.00		TEST	Yes
DDITIONAL	DETAILS				-				
		Product ID		Hour Meter	Asset Le	vel Payment*	Pure	hase Option Pri	ce
	777	777777777		D	Included with	222222222222	Includ	ed with 2222222	22
			Total Purchase Option	on Price			T	s	
Asset Level s Identified b	Payments n	nay not include	applicable sales ta	xes. For purpose	s of this Lease	Agreement, "Le	ease Payments"	means the Leas	e Payment

LEASE PAYMENTS

LEASE TERM START DATE: January 1, 1900 LEASE TERM END DATE: May 1, 1910

The first Lease Payment Due Date is May 1, 1900 and each successive Lease Payment is due on the same day of the Semi Annual Interval thereafter, (the "Billing Period"), unless otherwise provided below

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
1	\$0.00	\$0.00	\$0.00	May 01, 1900
1	\$0.00	\$0.00	\$0.00	May 01, 1901
1	\$0.00	\$0.00	\$0.00	May 01, 1902

Amortization Schedule

Nominal Annual Rate	0.0%				
Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	May 1, 1900	\$0,00	0.00%	\$0.00	\$0,00
2	May 1, 1901	\$0,00	0,00%	\$0.00	\$0,00
3	May 1, 1902	\$0.00	0.00%	\$0.00	\$0,00
4	May 1, 1903	\$0.00	0.00%	\$0.00	\$0,00

TERMS AND CONDITIONS

1. Lease Term: Payments. You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. For any payment which is not received by its due date, you agree to pay a late charge equal to 4,000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

Settlement Nbr:

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Version Number: 0

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Revision Date: 15 January 2017

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- Non-Appropriation of Funds. You inlend to remit to us all Lease Payments and other payments for the full Lease Term If funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
- 3. <u>Taxes</u>. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
- 4. Ownership: Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affillates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and Colendorse your name on remittances for losurance and Equipment sale or lease proceeds. and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.
- 5. Equipment Maintenance, Operation and Use. You agree to (a) not permanently move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (lii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- 6. <u>Insurance</u>. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will always at least 30 days prior written notice before any connection of or meglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own. may be more than the cost of insurance you may be able to obtain on your own.

Loss or Damage. Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or selzure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the Insurance company) all of our rights, title and interest in such Item(s) of Equipment (each, an "Item of Equipment") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

- Return of Equipment. If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.
- Default. You will be in default if: (a) you fall to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of this Lease Agreement and fall to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fall to maintain the insurance required by Section 6. Time is of the essence under this Lease Agreement.
- 10. Remedies. If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default (b) declare any other agreements between you and us (or any of our affiliates) in default; (c) terminate any of your

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates);); (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorney's fees and court costs; (h) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fall to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or fulure right.

- 11. Assignment. You will not assign, piedge or otherwise transfer any of your rights or interests in this Lease Agreement or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Lease Agreement or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.
- 12. Indemnity. You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorney's fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.
- 13. <u>Time Price.</u> You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price. "Time Price" shall be equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.
- 14. Representations and Warranties. You represent and warrant to us, as of the date of this Lease Agreement, and covenant to us so long as this Lease Agreement is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (i) you shall maintain a complete and accurate acco

You represent and warrant to us, as of the date you signed this Schedule, that (a) the Equipment was selected by you; (b) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (c) the safe operation and the proper servicing of the Equipment were explained to you; (d) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (e) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (f) the Equipment is in good condition and repair (operating and otherwise); (g) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (a) we did not select, manufacture or supply any of the Equipment; (b) we acquired the Equipment at your direction; (c) you selected the supplier of the Equipment; (d) you are entitled to all manufacturer warranties ("Warranty Rights"O and we assign all Warranty Rights to you, to the extent assignable; (e) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (f) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 522 of Article 2A of the Uniform Commercial Code.

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABLILTY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after malling to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Lease Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c) no part of this Lease Agreement can be amended, walved or terminated except by a writing signed by both you and us. Any part of this Lease Agreement to be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Lease Agreement to be

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

Settlement Nbr.

Equipment Type: Agriculture Agricultural

DOC7001 Revision Date: 15 January 2017 Application ID:

Version Number:

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invalid or unenforceable, the remainder of this Lease Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under this Lease Agreement shall remain in effect after the expiration of the Lease Term or termination of this Lease Agreement.

You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the

Equipment,

Notwithstanding any other election you make, you agree that (a) we can access, retain and use, at any times we elect any Information regarding the location, maintenance, operation and condition of the Equipment; (b) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request until our security interest in the Equipment is terminated; (c) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (d) we may reactivate any such device.

PHYSICAL DAMAGE INSURANCE REQUIRED: If you elect Physical Damage Insurance below, such insurance does not include liability insurance coverage for bodily injury or property damage caused to others.

INSURANCE DISCLOSURES: You may obtain property insurance from any agent that is acceptable to us.	TERM IN MONTHS	TOTAL PREMIUM
Physical Damage insurance will not be provided unless you sign this Lease Agreement and the premium is indicated.	36	\$0.00

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT, INCLUDING THE ELECTION OF PHYSICAL DAMAGE INSURANCE FOR THE TERM AND PREMIUM STATED IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK, YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

	Ву:			
(Date Signed)	0	1921		
(Date Signed)			319	
Accepted By: DEE	RE CREDIT, INC. (Lessor)			
6400	NW 86th Street, Johnston, IA 50131-6600			
	Ву:			
(Date Agreement Staned) (Authorized Standure)			

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

Settlement Nbr: DOC7001

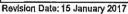
Application ID:

Equipment Type; Agriculture Agricultural

Version Number:

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Written Quotation Form For: Wide Area Mower Nevada Parks

The City of Nevada Parks and Recreation Department is requesting proposals for the purchase of a commercial wide area mower based on the following:

- Turbo Diesel Engine Minimum 60 HP.
- Full Time 4 Wheel Drive
- **Hydrostatic Drive**
- Minimum 10.5' Mowing Width
- Roll Over Protection System ROPS
 - o Optional: shade canopy to be purchased separately. \$ 400
- Delivery date on or before July 1st, 2020.

Includes and suspensen Seed Standard

RFP Submittal Information:

- Price must include trade value of 2016 John Deere 1600 Wide Area Mower with 2,234 hours currently showing on hour meter. This machine will be used in spring of 2020 until delivery of new mower.
- Pricing as follows:
 - o Three year payment schedule with three (3) equal installments payable July 15th of each year beginning July 15, 2020 # 13645 46 X 3

• Warranty information must be included with quote. 2 yrs - 2000 hown standard Additional requirements/specifications may be included on the back of this sheet. See attached sheet

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

Quotations Received from:

Vendor	Contact Name	Price
Van Wall Equipment Attn: Rick Hawbaker 1468 West A Ave.	Rick Hawbaker	53,000
Nevada, IA 50201	trade in	(14,000)
	trade difference	#39000

Quotations due by 4:00 pm, February 12, 2020. Please return to:

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

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



Quote Summary

Prepared For:

Nevada City Of 1209 6th St Nevada, IA 50201 Prepared By:

Rick Hawbaker Van-Wall Equipment, Inc. 1468 West A Avenue Nevada, IA 50201 Phone: 515-382-2222

rick.hawbaker@vanwall.com

3 EQUAL ANNUAL PAYMENTS

1ST ONE UP FRONT

Equipment Summary

Quote Id:

21217149

Created On:

11 February 2020

Last Modified On: **Expiration Date:**

Each

11 February 2020 18 February 2020

Suggested List

Selling Price

Qty

Extended

JOHN DEERE 1600 Turbo Series III

Commercial Wide Area Mower with 2-Post Folding ROPS

\$ 74,542.00

\$53,000.00 X

1

\$ 53,000.00

Equipment Total

\$ 53,000.00

Trade In Summary Qty 2016 JOHN DEERE 1600 WIDE AEA FRONT 1 \$ 14,000.00

MOWER - 1TC1600TPGF400127 **PayOff**

Total Trade Allowance

\$ 14,000.00

Extended

\$0.00 \$ 14,000.00

Trade In Total

\$ 14,000.00

Quote Summary

Equipment Total \$ 53,000.00 Trade In \$ (14,000.00) SubTotal

Est. Service Agreement Tax

\$ 39,000.00 \$ 0.00

Total

\$ 39,000.00

Down Payment Rental Applied

(0.00)(0.00)

Balance Due

\$ 39,000.00

Salesperson : X

Accepted By : X



Selling Equipment

Quote Id: 21217149

Customer: NEVADA CITY OF

JOHN D	EERE 1600 Turbo Series III Con Post Folding		Wide Area Mov	wer with 2-
Hours:	i ooti olallig	110.0		Suggested Lis
Stock Numbe	er:			\$ 74,542.00
				Selling Pric
				\$ 53,000.00
Code	Description	Qty	Unit	Extende
0731TC	1600 Turbo Series III Commercial Wide Area Mower with 2-Post Folding ROPS	1	\$ 73,599.00	\$ 73,599.0
A STATE OF STATE	Standard Options	- Per Unit		early services
001A	United States and Canada	1	\$ 0.00	\$ 0.0
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1	\$ 0.00	\$ 0.00
	Standard Options Total	over the second	SPACE THE PROPERTY OF THE PROP	\$ 0.00
Seminarah dan Selah p	Value Added Services Total		eres de la companya d	\$ 0.00
	Other Charg	es		
	Freight	1	\$ 943.00	\$ 943.00
	Other Charges Total			\$ 943.00
	Suggested Price	100 mg		\$ 74,542.00
	Customer Disco	unts		
- 30-001 - 38-000 - 30-00	Customer Discounts Total	STATES OF STREET AND STREET OF STREET	\$ -21,542.00	\$ -21,542.00
otal Selling P	rice The second sec			\$ 53,000.00



Trade In

Quote Id: 21217149

Customer: NEVADA CHY OF

2016 JOHN DEERE 1600 WIDE AEA FRONT MOWER SN# 1TC1600TPGF400127

Machine Details

Description

Net Trade Value

2016 JOHN DEERE 1600 WIDE AEA FRONT MOWER

\$ 14,000.00

SN# 1TC1600TPGF400127

Your Trade In Description

Additional Options

Hour Meter Reading

2300

Total

\$ 14,000.00

Original Factory Bui	ld Codes		
Code	Description		
001A	COUNTRY CODE- US/CANADA		
Warranty Coverage			
Warranty Type	Coverage Term	Expiration Date	Days Remaining
BASIC WARRANTY	BASIC 24M	08-Jun-2018	0
EXTENDED WARRANTY (POWERTRAIN)	PG 48M / 2250H T35 DIAG	07-Jun-2020	117
EMISSIONS WARRANTY	EMISSION 60M/3000H	08-Jun-2021	483

OPTIONAL



PowerGard™ Protection Plan

	Extended
Extended Warranty Proposal	Want
Commercial Mower	3 3 3 3 3 3 3 3 3 3
Date:11 Feb 2020	_
Manufacturer: John Deere Plan Type: New (Plan A)	Price Deductible: \$0 \$1821* Lotal Years
* THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 95 days or 100 Utility Vehicles, and Golf & Turf equipment during the John Deere basic warranty period. After this period, DELAYED pricing can applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months / unlimited hou (and 36 month basic warranty on Z700 and Z900 Series). Gator Utility Vehicles have a John Deere basic warranty of 12 months / only; "Comprehensive" = Full Machine.	be purchased up to the first 12 months or 300 hours with an
What PowerGard Protection is: The PowerGard Protection is an extended warranty program for reimbursement o components that fail due to faulty material or original workmanship that occur beyond the period. The agreement is between Deere & Company and the owners of select John Deequipment, who purchase the PowerGard Plans for the desired coverage as indicated in	e John Deere Basic Warranty coverage ere Agricultural and Commercial

What PowerGard Protection is not:

PowerGard Protection is <u>not insurance</u>. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- · Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- · Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- · Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder,
- · PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- · PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources.
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

PowerGard Protection Proposal Prepared for:	I have been offered this extended warranty and I ACCEPT the PowerGard Protection.	
Customer Name - Please Print	TAGEL THE TOWERGARD PROTECTION.	
	☐ I DECLINE the PowerGard Protection.	
Customer Signature	If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failure beyond the original basic warranty period provided by John	
Date	Deere.	

Note: This is <u>not</u> a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

Proof Of Publication In NEVADA JOURNAL

STATE OF IOWA, STORY COUNTY, ss.

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

CITY OF NEVADA

Public Hearing Notice - Zoning Ordinance

was published in said newspaper 1 time(s) on March 12, 2020 with the last of said publication on the 12th day of March, 2020

2 Foules

Humborly Nelson



KIMBERLY NELSEN
Commission Number 790054

My Commission Expires May 19, 2021

Notary Public

Sworn to before me and subscribed in my presence by Kim Fowler, General Manager this the 12th day of March, 2020

AD NO: 1324725 FEE: \$39.58

ACCT NO: 37490

#1324725 NOTICE OF PUBLIC HEARING ON RECOMMENDATION TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEVADA, IOWA

There is on file in the office of the City Clerk of the City of Nevada, lowa, a recommendation submitted to the Planning and Zoning Commission pursuant to Section 165.22.4 of the Code of Ordinances of the City of Nevada, lowa, 2006, to amend the zoning ordinance of the City of Nevada, lowa, by amending

SECTION ONE: AMENDED SUB-SECTION. The Code of Ordinances of the City of Nevada, Iowa, is amended by altering the present Section 165.17.4.B.6.e by removing (2) & (4) and changing 550 to 576 in (3)

e. Maximum Size of an Accessory Building in a R-1, R-2, R-3, R-4 or R-5 Residential District:

(1) Shed. No accessory building other than a garage shall exceed 144 square feet, or 1.5% of total lot area, whichever is larger.

(2)—Garage. The maximum size of a detached garage for single-family detached, single-family attached, or duplex residential uses shall not exceed 1,080 square feet and shall not have a dimension in excess of 40 feet on any one side, or 35% of the ground level square footage of the primary residential structure, whichever is larger.

(3) Total Area. All accessory buildings on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any reary ard. This regulation shall not prohibit construction of a single garage with coverage up to 550 576 square feet on a minimum rear yard, even if such construction exceeds the 30% rear yard

coverage restriction. (4)—No Variances. The Board of Adjustment_shall_not_grant_a variance_enlarging_an_accessory building in the above districts.

The Planning & Zoning Commission of the City of Nevada, lowa, will conduct a public hearing on this text amendment on the 23rd Day of March 2020, at its meeting set to begin at 6:00 o'clock P.M., in the Council Chambers, City Hall, 1209 6th Street, Nevada, lowa.

It is your privilege to attend said hearing to express your views concerning the proposed changes, or you may submit your comments in writing to the City Clerk not later than 4:00 o'clock P.M. on the 19th Day of March, 2020.

CITY OF NEVADA, IOWA Kerin Wright City Clerk

Published in the Nevada Journal on March 12, 2020 (1T)

Preparer Information and Return to: City of Nevada, 1209 6th Street, Nevada IA 50201 (515) 382-5466

ORDINANCE NO. 1009 (2019/2020)

AN ORDINANCE AMENDING CHAPTER 165 (LAND DEVELOPMENT, ZONING REGULATIONS) OF THE CITY CODE TO AMEND SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS IN THE CITY OF NEVADA, IOWA

WHEREAS, the City Council deems it to be in the best interest of the City to adopt this ordinance; and

WHEREAS, the City's Planning and Zoning Commission reviewed the proposed changes to Chapter 165 (Land Development, Zoning Regulations) on Monday, March 2, 2020 and recommended approval of the same; and

WHEREAS, the City Council of the City of Nevada, Iowa does hereby find and declare that the revisions to the Zoning Regulations ordinance are necessary and will promote the health, safety, general welfare and aesthetics of the community.

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

SECTION 1. Chapter 165.17.4.B(6)e (Maximum Size of an Accessary Building in a R-1, R-2, R-3, R-4 or R-5 Residential District:) of the Code of Ordinances, which provides regulations for development, is amended by amending the following:

Chapter 165.17.4.B.(6).e: Maximum Size of an Accessory Building in a R-1, R-2, R-3, R-4 or R-5 Residential District:

- (1) Shed. No accessory building other than a garage shall exceed 144 square feet, or 1.5% of total lot area, whichever is larger.
- (2) Garage Total Area. All Accessory buildings on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any rear yard. This regulation shall not prohibit construction of a single garage with coverage up to 576 square feet on a minimum rear yard, even if such construction exceeds the 30% rear yard coverage restriction.
- (2) Garage. The maximum size of a detached garage for single-family detached, single-family attached, or duplex residential uses shall not exceed 1,080 square feet and shall not have a dimension in excess of 40 feet on any one side, or 25% of the ground level square footage of the primary residential structure, whichever is larger.
- (3) Total Area. All accessory buildings on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any rear yard. This

regulation shall not prohibit construction of a single garage with coverage up to 550 square feet on a minimum rear yard, even if such construction exceeds the 30% rear yard coverage restriction.

- (4) No Variances. The Board of Adjustment shall not grant a variance enlarging an accessory building in the above districts.
- (5) (3) Building Permit. Construction of any accessory building requires the owner to obtain a building permit prior to commencing construction.

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

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

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in effect after its passage and publication as provided by law.

Passed and a	pproved this 23 rd day of March, 20 pproved this day of, 2020. pproved this day of, 2020.)20.	
Attest:		Brett Barker, Mayor	
Kerin Wrigh	t, City Clerk	×	
first reading of Or AYES: NAYS: ABSENT: 2 nd Reading	I Member _ seconded by Council Member _ to dinance No. 1009. _ _ _ _	adopt the approve the second reading of Ordinance No. 1009.	
NAYS: ABSENT:	_ _ _		
3 rd Reading – _ Motion by Council AYES: NAYS: ABSENT:	Member _ seconded by Council Member _, to	approve the third reading of Ordinance No. 1009.	
The Mayor declare	d Ordinance No. 1009 (2019/2020) was passed	on _ 2020.	
I certify that the fo	regoing was published as Ordinance No. 1009 (2019/2020) on the day of 2020	0.
Kerin Wright, City (Clerk		

165.17 SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS.

- 1. Purpose. The Supplemental Site Development Regulations establish basic requirements for developable lots, including frontage requirements. These regulations recognize the existence of special conditions that cannot comply literally with the site development regulations set out for each zoning district. Therefore, these regulations qualify or modify the district regulations of this chapter and provide for specific areas of exception.
- 2. Required Street Frontage. Any lot used in whole or part for residential purposes shall provide a minimum frontage of 25 feet along at least one public street. There shall not be more than one single-family housing unit for such frontage. In order to satisfy this requirement, the frontage along a public street must permit direct access to such street.
- 3. Lot Size Exceptions. In any district permitting residential use types, a single-family or duplex use type may be located on any lot or plot of official record as of the effective date of this chapter, regardless of its area or width, but subject to the following requirements:
- A. The sum of the widths of the side yards of such lot shall be the lesser of those required by the district regulations or 25% of the width of the lot. No single side yard shall be less than 10% of the width of the lot.
- B. The depth of the rear yard of such lot need not exceed 20% of the depth of the lot, but shall not be less than 20 feet.
- C. If two or more such adjacent lots are combined under single ownership, the resulting combined lots shall be treated as a single lot for purposes of applying these setback requirements.
 - 4. Setback Adjustments.
- A. Lots Adjoining Alleys. In calculating the depth of a required side or rear yard setback for a lot adjoining a dedicated public alley, one-half of the alley may be credited as a portion of the yard. However, no residential structure may be nearer than five feet to the near side of the alley.
- B. Encroachments on Required Yards. Every part of a required yard shall be open and unobstructed from finished grade upward, except as specified herein.
- (1) Architectural projections, including roofs which cover porches, enclosed porches, window sills, belt courses, cornices, eaves, flues and chimneys and ornamental features may project three feet into a required yard.
- (2) Terraces, patios, uncovered decks, and ornamental features which have no structural element more than two feet above or below the adjacent ground level may project ten feet into a required yard. However, all such projections must be set back at least five feet from an adjacent side lot line; or fifteen (15) feet from any street property line.
- (3) Fire escapes, fireproof outside stairways, and balconies opening to fire towers may project a maximum of 3 feet into required yards, provided that they do not obstruct the light and ventilation of adjacent buildings.
- (4) For buildings constructed upon a front property line, a cornice may project into public right-of-way. Maximum projection is the smaller of four feet or five percent of the right-of-way width.
- (5) In commercial districts, a canopy may extend into a required front yard, provided that the canopy is set back at least five feet from the front property line, covers less than fifteen percent of the area of the required front yard, and has a vertical clearance of at least eight feet six inches.
- (6) Accessory buildings are subject to all site development regulations of its zoning district, except as provided below:

CurrentCode - Pg 2

- a. Side Yards: An accessory building may be located a minimum of five feet from the side lot line of the property if it is located between the rear building line of the principal building and the rear property line.
- b. Front Yards: No accessory building may be located between the front building line of the principal building and the front property line.
- c. Rear Yard: The minimum rear yard setback for accessory buildings shall be 5 feet. This minimum rear yard setback shall be increased to 15 feet if the accessory building requires vehicular access from an alley. Double-frontage lots shall require front-yard setbacks along both street frontages as set forth in Table 165.09-3. Easements may be incorporated into these required setbacks. No accessory building shall be located within any easement or right-of-way along the rear property line.
- d. Street Yards: No accessory building shall be located within 25 feet from any street right-of-way line.
- e. Maximum Size of an Accessory Building in a R-1, R-2, R-3, R-4 or R-5 Residential District:
- (1) Shed. No accessory building other than a garage shall exceed 144 square feet, or 1.5% of total lot area, whichever is larger.
- (2) Garage. The maximum size of a detached garage for single-family detached, single-family attached, or duplex residential uses shall not exceed 1,080 square feet and shall not have a dimension in excess of 40 feet on any one side, or 25% of the ground level square footage of the primary residential structure, whichever is larger.
- (3) Total Area. All accessory buildings on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any rear yard. This regulation shall not prohibit construction of a single garage with coverage up to 550 square feet on a minimum rear yard, even if such construction exceeds the 30% rear yard coverage restriction.
- (4) No Variances. The Board of Adjustment shall not grant a variance enlarging an accessory building in the above districts.
- (5) Building Permit. Construction of any accessory building requires the owner to obtain a building permit prior to commencing construction.
- f. Height: In residential districts, the maximum height shall be 16 feet for any accessory building. Maximum height for a detached garage and/or other accessory building in an AR District shall be 20 feet.
- g. Separation from Other Buildings: No accessory building shall be placed within ten feet of any other building on its own property or any adjacent properties.
- h. Attached Accessory Buildings: Any accessory building physically attached to the principal building shall be considered part of the principal building and subject to the development regulations of its zoning district.
- i. Effect on Adjacent Properties: If an adjacent lot is built upon, the accessory building must be entirely to the rear of the line of any principal building on such adjacent lot.
- j. Hazards: Any accessory use which creates a potential fire hazard shall be located a minimum of 10 feet from any residential structure. Such uses include but are not limited to detached fireplaces, barbecue ovens, or storage of flammable materials.
- k. No accessory building shall be built upon any lot until construction of the principal building has begun.

NEVADA CITY COUNCIL - MONDAY, MARCH 9, 2020 6:00 P.M.

CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, March 9, 2020, 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: Barb Mittman, Luke Spence, Sandy Ehrig, Dane Nealson, Jason Sampson, Brian Hanson. Absent: None.

Staff Present: Erin Clanton, Kerin Wright, Ric Martinez, Chris Brandes, Shanna Speer, Shawn Cole and Tim Hansen.

Also in attendance were: Al Kockler, Marc Olson, Matt Rhodes and Wade Presley.

APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Public Hearing-on proposal to enter into a General Obligation Corporate Purpose Loan Agreement

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a <u>public hearing</u> as advertised in the Nevada Journal on <u>February 27, 2020</u>. The public hearing is <u>on proposal to enter into a GO Bond Loan Agreement</u>.

There were no written or oral objections to the aforementioned recommendation.

With no further comments for or against the proposal, the Mayor declared the hearing terminated at 6:01 p.m.

B. Resolution No. 036 (2019/2020): A Resolution taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and authorizing the use of a preliminary official statement in connection therewith

Motion by Brian Hanson, seconded by Jason Sampson, to <u>adopt Resolution No. 036 (2019/2020).</u> 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 Barb Mittman, seconded by Sandy Ehrig, to <u>approve the following consent agenda items:</u>

- A. Approve Minutes of the Regular Meeting held on February 24, 2020
- B. Approve Payment of Cash Disbursements, including Check Numbers 73106-73158 and Electronic Numbers 743-749 (Inclusive) Totaling \$258,059.93 (See attached list)
- C. Approve Financial Reports for Month of February, 2020
- D. Approve and Submit 2019 Certified Local Government Annual Report and review the 2020 Work Plan and Historical Walking Tour
- E. 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, 2020
- F. Resolution No. 037 (2019/2020): A Resolution to enter into a 28E Agreement with Story County to provide Dispatch/Jail Services for FY2020/2021
- G. Resolution No. 038 (2019/2020): A Resolution to fix a date for a public hearing on proposal to enter into a General Fund Equipment Acquisition Lease-Purchase Agreement with lease payments thereunder in a principal amount not to exceed \$52,000
- H. Receive Recommendation from Planning & Zoning Commission on amending the Zoning Ordinance for Unattached Accessory Buildings, Chapter 165.17.4.B.(6).e and Set Public Hearing for March 23, 2020 at 6:00 p.m. and Authorize Publication of Notice After due consideration and discussion the roll was called. Aye: Mittman, Ehrig, Hanson, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

MAYOR'S APPOINTMENTS

A. Planning and Zoning Commission, Accept Resignation of Matt Runge and approve appointment of Paul Maiefski to complete his term, expires June 30, 2021

Motion by Brian Hanson, seconded by Jason Sampson, to <u>approve the appointment of Paul Maiefski to Planning and Zoning Commission, term expires June 30, 2021.</u>
After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

7. PUBLIC FORUM

No one was present to address the council.

8. OLD BUSINESS

- A. Consider Competitive Quotes for the Shagbark/Walnut Storm Sewer Extension Project
 - Resolution No. 039 (2019/2020): A Resolution Awarding bid for the Shagbark/Walnut Storm Sewer Extension Project

Motion by Jason Sampson, seconded by Luke Spence, to <u>adopt Resolution No. 039 (2019/2020).</u> After due consideration and discussion the roll was called. Aye: Sampson, Spence, Hanson, Mittman, Nealson, Ehrig. Nay: None. The Mayor declared the motion carried.

9. NEW BUSINESS

A. Approve Purchase of Vehicle for Public Safety Department

Motion by Luke Spence, seconded by Barb Mittman, to <u>approve purchase of 2020 Ford Explorer Utility Police Interceptor AWD with Ultimate wiring package for Public Safety Department from Ames Ford Lincoln in the amount of \$34,262.14 with a trade in of the 2009 Ford Crown Vic of \$600. After due consideration and discussion the roll was called. Aye: Spence, Mittman, Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.</u>

B. Request for reduction of Sewer Charge from Sharon Hadden, 10 Maple Ave Lot 144

Motion by Jason Sampson, seconded by Brian Hanson, to <u>approve a reduction in the sewer for the water leak that didn't go down the sewer for Sharon Hadden account, 10 Maple Ave Lot 144</u>. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

C. Resolution No. 040 (2019/2020): A Resolution accepting Preliminary Plat for South Glen Subdivision

Motion by Brian Hanson, seconded by Luke Spence, to <u>adopt Resolution No. 040 (2019/2020)</u>. After due consideration and discussion the roll was called. Aye: Hanson, Spence, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

D. Resolution No. 041 (2019/2020): A Resolution accepting Plat of Southridge, Ninth Addition, Nevada, Story County, Iowa

Motion by Dane Nealson, seconded by Luke Spence, to <u>adopt Resolution No. 041 (2019/2020)</u>. After due consideration and discussion the roll was called. Aye: Nealson, Spence, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

10. REPORTS:

Interim City Administrator Martinez reported he requested maps from MetroNet of the area they are proposing to serve in Nevada. He will forward as soon as he receives.

Mayor Barker reported on the meeting with MetroNet to serve fiber to Nevada residents. An agreement has been received and sent to City Attorney Clanton for review. He also attended the 30% Wastewater Treatment Facility meeting and the Nevada Foundation meeting.

Library Director Speer advised they had received a donation for an enhanced reader. The reader makes print larger and easier to see. She will be attending the Story County librarian meeting in Zearing tomorrow and also the Library day at the legislature. Travis Landhuis, the youth services librarian, was in Johnston for a planning session and networking. In April he will be attending a kid's conference. Speer will be out of the office next week.

Nevada City Council March 9, 2020 Minutes Book 49 Page 281 (2019/2020)

Police Sergeant Brandes noted as the weather warms up, they will begin Nuisance enforcement. Community Service Officer Pritchard will be taking the lead on the process with the first contact with property owners.

City Clerk Wright reported on the Annual Training requirements for Municipal Bond Reporting. She also participated in the S&P Ratings call for the 2020 Bond.

Council Member Nealson advised the community coffee is Saturday, March 14th with Council Member Sampson and Nealson participating.

10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 6:17 p.m. the meeting adjourned.

ATTEST:	Brett Barker, Mayor
Kerin Wright, City Clerk	<u> </u>
Published:	

Item# 58Date: 3/23/2020

CITY OF NEVADA CLAIMS REPORT FOR MARCH 23, 2020 03/10/20 THRU 03/23/20

VENDOR	REFERENCE	AMOUNT	CHECK#
WAGEWORKS	FSA 03102020 PMT	1,868.48	751
EFTPS	FED/FICA TAX	26,998.99	750
ICMA	DEFERRED COMP	820.00	73165
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	73166
GREAT WESTERN	HSA	173.82	73167
BEN FRANKLIN	LIB-CONSTRUCTION PAPER	4.98	73168
FAREWAY	LIB-SUPPLIES	11.31	73169
QUILL	LIB-SUPPLIES	127.71	73170
BAKER & TAYLOR	LIB-MATERIALS	2,125.61	73171
IA COMM NETWORK	LIB-LONG DISTANCE	8.67	73172
AMAZON.COM	LIB-MATERIALS	152.36	73173
CENTER POINT	LIB-MATERIALS	46.74	73174
CENGAGE	LIB-MATERIALS	253.56	73175
ADVANTAGE ARCHIVES	LIB-DIGITIZE/MICROFILMING	795.00	73176
TREASURER STATE OF IA	SALES TAX 3/1-15/2020	2,506.26	752
TREASURER STATE OF IA	WTR EXCISE TAX 3/1-15/2020	9,244.10	753
WAGEWORKS	FSA 03172020 PMT	168.73	754
GREAT WESTERN	CEM,SOFA/CHAIR	3,108.32	755
BEN FRANKLIN	CH-SUPPLIES	3.99	73177
BROWN SUPPLY CO	WTR-CLAMPS	541.88	73178
FAREWAY	STS-COFFEE	15.98	73179
ALLIANT	ALL-UTILITIES	4,522.93	73180
NEVADA VET CLINIC	PD-ANIMAL CONTROL	351.20	73181
VAN WALL	STS-CHISEL BLADE	21.95	73182
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,359.00	73183
ARNOLDS	PKM/STS-SUPPLIES	571.55	73184
ELECTRIC WHOLESALE	FD-#410 WIRE SHORELINE	49.42	73185
HACH	WTR-LAB KIT	1,469.94	73186
IA ASSN MUNICIPAL UTILITY	STS/WTR/WWT-CIASSO	1,675.53	73187
VERIZON	WTR/WWT-GIS	40.01	73188
GATEHOUSE	CA-AD	147.00	73189
HOKEL	STS/EMS/WTR-SUPPLIES	118.30	73190
MITCHELL, JERRY	STS-CHAIN SHARPENING	24.00	73191
IA DOT	STS/PKM-SUPPLIES	3,791.32	73192
GOOD AND QUICK	PD-GAS	81.91	73193
MIDWEST CYLINDER HEAD	PKM-CYLINDER RENT	90.00	73194
STORY CO EXT	PKM/CEM-PESTICIDE TRNG	105.00	73195
SANDRY FIRE SUPPLY	FD-DUFFLE	193.50	73196
ACCO	POOL-INPSECT/RPR	546.85	73197
VESSCO	WTR-SUPPLIES	2,642.93	73198
NEVADA HARDWARE	ALL-SUPPLIES	645.79	73199
USA BLUEBOOK	WWT-CAP MEMBRANE KIT	80.62	73200

TOYNE INC	FD-#310 VALVE PARTS	649.74	73201
STAPLES ADVANTAGE	PKA/ADM-PROJECTOR/CASE/SUPPLIES	471.63	73202
INT ASSOC OF FIRE CHIEF	FD-LOCHART MEMBERSHIP	122.50	73203
WINDSTREAM	PD/POOL-PHONES	111.72	73204
CONSUMERS ENERGY	ALL-UTILITIES	5,256.27	73205
CONTINENTAL RESEARCH	GH-SUPPLIES	215.76	73206
JOHN DEERE FIN	STS-HERBICIDE/JEANS	106.95	73207
HR GREEN, INC	ALL-ENGINEERING	36,445.34	73208
JAGER, CATHY	PD-MEAL REIMB	29.94	73209
MATERIAL HANDLING	WWT-ELECTRIC HOIST	4,050.34	73210
PLUMB SUPPLY	WTR-HARDWARE	185.84	73211
CENTRAL STATES ROOFING	CH-WINDOWSEAL	171.50	73212
BRICK GENTRY	ALL-LEGAL	8,310.00	73213
ZIMCO SUPPLY	CEM-HERBICIDE	330.00	73214
JOHNSON CONTROLS SECURITY	WTR-SECURITY	1,037.30	73215
KELTEK	PD-LAPTOP/SOFTWARE/MOUNT/PRINTER	16,757.24	73216
MAX AG	STS-PATHFINDER	290.70	73217
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 4/2020	418.53	73218
ALPHA COPIES	PD-PRINTING	37.09	73219
NUCARA	EMS-MEDICAL SUPPLIES	196.55	73220
CMI, INC.	PD-CALIBRATION	75.00	73221
UTILITY SERVICE CO	WTR-PLANT TANK.8TH STREET TANK	10,180.08	73222
AIR PRODUCTS	WTR-CARBON DIOXIDE LIQUID	1,180.80	73223
AMAZON	PD-INK CARTRIDGE/NOTARY STAMP	334.71	73224
CIZMADIA, JOSH	PD-MEAL REIMB	42.14	73225
NEOPOST	ALL-POSTAGE	1,000.00	73226
WEX BANK	ALL-GAS CARDS	2,977.50	73227
gWORKS	ADM-W2S	178.31	73228
MNG, INCD	SC-RENDERING	259.00	73229
CRAIG CARROLL STUDIO	PD-PHOTO	105.00	73230
BOBCAT OF AMES	WTR-EXCAVATOR RENTAL	155.00	73231
BOUND TREE MEDICAL	EMS-SUPPLIES	395.07	73231
STORY CO RECORDER	LEGAL-SHAGBARK/MORRICAL ESMNT	32.00	73232
HARDING, CHRIS	ADM-LC0043697 REFUND	154.38	73233
ALLIED SYSTEMS	WWT-REPLACEMENT PUMP/RPR	10,496.50	73234
FORTSCH, AUSTIN	STS-BOOTS FORTSCH	150.00	73236
MARCO	ALL-COPIER LEASE	799.00	73237
WELCH, JOHN	FD-BATHROOM ELEC RPR	30.02	73237
RYDL, JEREMY	STS-REMIB	150.00	
MENARDS	WWT/PKM-AIR COMPRESSOR/HAND SPRYEF	149.79	73239
T-MOBILE USA	PD-TOWER DUMP		73240
BLACKBIRD DESIGN	PD-PRINTING	150.00	73241
BEACKBIND DESIGN		106.68	73242
	WATER DEPOSITS Refund Checks Total	58.40	
		58.40	
	Accounts Payable Total	173,106.87	
	Payroll Checks	74,001.46	

***** REPORT TOTAL *****	247,166.73
GENERAL	101,901.27
ROAD USE TAX	15,084.75
LOCAL OPTION SALES TAX	896.77
CEMETARY CIP/LAND	330.00
LIBRARY TRUST	1,317.36
PARK OPEN SPACE	2.64
SC/FIELDHOUSE	259.00
2019 CIP WORK	301.00
CBD DOWNTOWN IMPR	31,272.24
2017 STS/WT/SE/STRM PROJ	1,579.00
LINC HWY-W 18TH ST INTSCT	423.00
WATER	40,896.09
WATER DEPOSITS	58.40
WATER CAPITAL REVOLVING	10,180.08
SEWER	22,734.96
SEWER EQUIP REVOLVING	14,002.84
LANDFILL/GARBAGE	50.30
STORM WATER	1,684.40
REVOLVING FUND	2,155.42
FLEX BENEFIT REVOLVING	2,037.21
TOTAL FUNDS	247,166.73

ACCOUNT 001-470-6599	001-435-6599 001-435-6599 001-435-6240 810-450-6727 610-816-6332 610-816-6210 001-410-6595 001-610-6240 600-811-6240 001-610-6240 110-210-6504	001-431-6504 600-811-6240 600-811-6240 001-613-6491 001-613-6491 121-613-6491 600-811-6240 001-540-6220 001-540-6220 001-613-6491 001-613-6491 001-110-6240 001-110-6240
Electronic Pymt # t Invoice # 3282647	405800 405800 395554 23512 V0017 26798 20529 62241 23089 125799	9662634 1913 1072 70036 644 8185 162668813 242020 8209435 19462 8165 M15PSE 4616 5748 HQN66XFSRXK
8	89.57 82.28 55.59 1,139.96 10.00 50.00 30.00 10.44 15.38 10.00 65.99	65.99 30.00 8.46 17.88 63.64 67.29 15.12 320.00 30.00 45.00 125.00 341.96 64.20 150.00 95.00
20200222 PRESENTED AT COUNCIL MEETING 03/23/2020 W/CLAIMS <u>Description</u> REC, Survey monkey	POOL, Training masks POOL, CPR Training valves CEM, Sofa/Chair WWT, vehicle wash WWT, training LIB, Breakout MYR, IA Mayor's Assn membership MYR, DC trip MYR, DC trip CC, Main St Nevada/NEDC Dinner STS/PKM, Salt & Sand Spreader	MYR, DC Trip MYR, DC trip MYR, DC trip MYR, DC trip CA, Interviews CA, Interviews ADM, Website WTR, training McLaughlin & Borton PZ, Notary Cole CA, Ad CA, Ad CA, Ad PD, IACP trng, Cizmadia -Reimb by GTSB ADM, funeral PD, Trng Hutton - Reimb by GTSB PD, Webinar
	POOL, Training POOL, CPR Training CEM, Sofa/Cha WWT, vehicle wwT, training LIB, Breakout MYR, IA Mayor MYR, DC trip MYR, DC trip CC, Main St Ne STS/PKM, Salt 8	MYR, DC Trip MYR, DC trip MYR, DC trip CA, Interviews CA, Interviews ADM, Website WTR, training N PZ, Notary Cole CA, Ad CA, Ad CA, Ad CA, Ad PD, IACP trng, C ADM, funeral PD, Trng Huttor PD, Webinar PD, Webinar
SEAT WESTERN PURCHASING "P" CARD TRANSACTIONS an Date Merchant Name 1/24/2020 Wufoo.com	2/11/2020 AED Superstore 2/14/2020 AED Superstore 2/19/2020 Redekers 1/30/2020 Nevada Auto Wash 2/14/2020 Iowa Water Environment 2/7/2020 Breakout Inc 1/22/2020 Iowa League of Cities 1/23/2020 McDonalds, DC 1/23/2020 Mando's Peri Peri, DC 1/23/2020 Metro Airport, VA 1/24/2020 Amazon	1/24/2020 DM Airport 1/25/2020 Chick-fil-a, VA 1/25/2020 GCDC, DC 1/31/2020 Indian Creek Country Club 1/31/2020 El Mezcalito Mexican Rest 2/1/2020 GoDaddy 2/4/2020 IMU 2/18/2020 IL Municipal League 2/19/2020 IL Municipal League 2/19/2020 Prof Developers 1/31/2020 Southwest 2/2/2020 Flowers by Glenda 2/10/2020 IASRO 2/14/2020 Dolan con 2/14/2020 Dolan con

\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All

City Administrator

Item # 5C Date: 3/23/2020

Tax Abatement Applications

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	Address
Martin (Single Family At	Carry tached)	BP2018-0094	516 Q Ave.
Martin (Single Family At	Carry tached)	BP2018-0095	518 Q Ave.
Angus (Garage)	Josh	BP2018-0122	1423 10 th Street

Item#_7A Date: 3123/2020

RESOLUTION NO. 045 (2019/2020)

Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2020 thereunder

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$9,000,000 for the purpose of paying the costs, to that extent, of constructing street, sidewalk, sanitary sewer, water system, storm water drainage, alley and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements (the "Projects"), and has published notice of the proposed action and has held a hearing thereon on March 9, 2020; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2020 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by D.A. Davidson & Co. (the "Underwriter"); and

WHEREAS, a certain Bond Purchase Agreement (the "Bond Purchase Agreement") has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

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

- Section 1. The City Council hereby approves the Bond Purchase Agreement in substantially the form as has been presented to the City Council. The Mayor and the City Clerk are hereby authorized to execute the Bond Purchase Agreement on behalf of the City and to deliver the same to the Underwriter.
- Section 2. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on April 13, 2020.
- Section 3. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 4. This res and approval, as provided by la	olution shall be in full force and effect immediately upon its adoption w.
Passed and approved M	arch 23, 2020.
	Brett Barker, Mayor
Attest:	
	e
Kerin Wright, City Clerk	
9	
	• • • •
At the conclusion of the	meeting and upon motion and vote, the City Council adjourned.
Attest:	Brett Barker, Mayor
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 as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the City Council's approval of a bond purchase agreement, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this day of _	, 2020.
	Kerin Wright, City Clerk



March 17, 2020

Via Email

Kerin Wright City Clerk/City Hall Nevada, Iowa

Re:

General Obligation Corporate Purpose Bonds, Series 2020

Our File No. 420131-94

Dear Kerin:

We have prepared and attach proceedings related to the action to be taken on the approval of a bond purchase agreement for the General Obligation Corporate Purpose Bonds, Series 2020 at the March 23, 2020 City Council meeting.

The proceedings attached include the following items:

- 1. Minutes of the meeting, followed by the resolution providing for the approval of a bond purchase agreement with D.A. Davidson & Co.
 - 2. Attestation Certificate attesting to the validity of the transcript.

Please take the time to review the proposed Bond Purchase Agreement which we have drafted and contact me to discuss as needed.

As these proceedings are completed, please return on fully executed copy to our office.

If you have any questions, please contact Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc:

Michael Maloney

BOKF, N.A.

MINUTES FOR MEETING TO AUTHORIZE BOND PURCHASE AGREEMENT

420131-94

Nevada, Iowa

March 23, 2020

The City Council of the City of Nevada, Iowa, met on March 23, 2020, at 6 o'clock p.m., at the Nevada City Hall, Nevada, Iowa.

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

P	resent:
A	Absent:
introduce	After due consideration and discussion, Council Membered the following resolution and moved its adoption, seconded by Council Member The Mayor put the question upon the adoption of said n, and the roll being called, the following Council Members voted:
A	yes:
N	ays:
W	hereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

Item # $\frac{78}{3/23/2020}$

HR GREEN, INC. AMENDMENT TO MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS HR G	AGREEMENT, made this 23th day of March,	2020 by a	and between the City of Nevada, the CITY, and	
	HR GREEN, INC. (hereafter "HRG"), for professional services concerning: Nevada, IA – Central Business District Infrastructure Improvements, Construction Phase Services			
-				
HRG	Project Number <u>180306, Phase 0010</u>			
The C Const	ITY agrees to employ HRG to perform the followard phase Services: Staking (\$92,000) Project submittal reviews (\$10,000) On-Call Services, including plan interpressions, progress payment reviews, final contents.	etations, c	onstruction guidance, change orders, site	
In con:	sideration for these services, the CITY AGREE	ES to pay	HRG on the following basis:	
	Lump sum in the amount of	-	· · · · · · · · · · · · · · · · · · ·	
	Per current Rate Schedule with a Not to exfor the Nevada Central Business District Infra			
	04		Improvements	
	hedule of Fees and Conditions are as approves dated July 24, 2017.	ed in the	Master Agreement for Municipal Engineering	
	CITY OF NEVADA, IOWA		HR GREEN, INC.	
By:	Brett Barker	 By:	Rick White, P.E.	
Its	Mayor	Its	President, Governmental Services, HRG	
Date		Date		

ITEM# <u>70</u> DATE: 03-23-2020

COUNCIL ACTION FORM

AGENDA ITEM: Approval of Additional Payment for #410 Tanker Conversion for the Fire Department

HISTORY:

On 3-13-2017, the council approved \$55,000 from R & M Fire Apparatus to retrofit a commercial dump truck chassis the fire department obtained at no cost from the federal government. This cost did not include additional cab painting and labor. This vehicle was converted into a tanker capable of hauling 2600 gallons of water. The next closest bid was \$86,000. The cost of a new tanker was bid at \$244,000.

There were some delays in getting the tanker completed and into service which stretched beyond the 2018 budget. These delays were not anticipated at the time the project was bid or approved by council. R & M Fire Apparatus was unable to complete the painting in a timely manner due to the contracted painter passing away. The poly tank was on back order causing some additional delays. The remaining balance for the cab painting, labor, and tool box is \$7991.91. The four rural townships NFD provides fire protection for met and have previously put \$4,000 towards the tanker when the last invoice of \$11,991.91 was issued. They appreciated the work the City has done to complete this project and they wanted to show a measure of support.

The current NFD capital budget for this fiscal year does have the ability to fund this remaining final bill, however, it was not budgeted due to the unanticipated delays. In the future the department will include provisions to address unanticipated delays in all contracts.

OPTIONS:

- Approve and authorize the final payment of \$7,991.91 to R & M Fire Apparatus from the fire department capital budget.
- Reject the final action and seek legal ramifications.
- 3. Reject the final invoice and have staff seek other options.

STAFF'S RECOMMENDED ACTION:

The Department of Public Safety recommends the final payment be made in order to complete this project. The vehicle is already benefiting the fire department during fire responses.

Therefore, it is the recommendation of the Interim City Administrator that Council approves Option #1.

R&M Fire Apparatus

MVOICE 02192020

68664 260th St Colo Iowa 50056

Nevada Fire

935 Lincoln Highway

Nevada Iowa 50201

7991.91

Disassemble cab, paint and reassemble

Additional labor for: Tire removal Shorten frame Install tool boxes Move batteries Build catwalk Build hose crosslay

Outside labor - mount tires

Tool boxes

Material for catwalk and crosslay

Passenger seatbelt

Batteries

ITEM # 8 A DATE: 3/23/2020

COUNCIL ACTION FORM

AGENDA ITEM: GPS (Global Positioning System) Unit for Planning and Zoning Department

HISTORY:

The City has budgeted \$20,000.00 to replace the City's GPS unit purchased in September 2009.

Staff sent out requests for proposals to three companies, Seiler, Iowa Transit, & Klein Survey. Staff requested proposals for a dual signal GPS Rover with multi satellite configuration capable of tracking GPS and GLONASS constellations able to connect to the Iowa DOT's IaRTN (with an internal modem) with CM accuracy. Rovers must have Bluetooth communications. Proposals will include rover, integrated controller with survey software, 2-meter pole, carrying case, 2 batteries and charger & 4 hours of onsite training.

Staff received the following quotes:

GPS Units:

Seiler: No Bid

Iowa Transit: Topcon GPS Unit \$11,364.80

Klein Survey System: Quote #1 \$13,300.00

Quote #2 \$15,600.00 Quote #3 \$17,395.00

Iowa Transit and Klein Survey were the only two companies to send bids all quotes received will meet the bid requirements.

OPTIONS:

- Accept the bid from Iowa Transit, Inc. for the Topcon GPS Unit in the amount of \$11,364.80
- Reject all bids and send out new RFPs.
- 3. Reject all bids and do nothing at this time.

STAFF RECOMMENDATION: It is the recommendation of staff to accept the Iowa Transit, Inc. bid for an amount of \$11,364.80. Staff will be in attendance at Monday night's City Council meeting to answer any questions you might have.

Therefore, it is the Interim City Administer Martinez's recommendation Council approves Option #1.

lowa Transit, Inc. PO Box 249 Winterset, IA 50273 515-986-1095 rob@iowatransit.com www.iowatransit.com



ADDRESS CITY OF NEVADA 1209 SIXTH ST NEVADA, IA 50201

ESTIMATE # 1083

DATE 01/04/2020
EXPIRATION DATE 01/31/2020

A2019111;	ACTIMITY	OTY	RME	AWAJA II IT	siat
HIPER SR NETWORK	HIPER SR NETWORK	1	9,300.00	9,300.00T	100694-
FC-5000 GEO/CELL - GPS	FC-5000 GEO/CELL - GPS	1	2,345.00	2,345.00T	1010086- 01
Magnet Field Roads, GPS No Optical	Magnet Field Roads, GPS No Optical	1	1,576.00	1,576.00T	61061
FC-SCH5000 Ram Clip	FC- SCH5000 Ram Clip	1	225.00	225.00T	1015317- 01
ONSITE TRAINING/DELIVERY	TRAINING / HOURLY	4	150.00	600.00T	TRAINING
Bipod	Bipod	1	160.00	160.00T	5217-04- YEL
Thank you for the opp quote. Please call if	oortunity to pr ou have any	ovide this questions.	SUBTOTAL DISCOUNT 20% TAX TOTAL	\$11,	14,206.00 -2,841.20 0.00 364.80

Accepted By

Accepted Date

Klein Survey System Inc

1211 North 10th Lincoln, Nebraska 68508 402-477-1111 Fed ID # 47-0761698

Quote

DATE		Quote #
	2/17/2020	6533

NAME / ADDRESS		
City of Nevada Iowa Attn: Shawn Cole PO Box 530 Nevada, Iowa 50201		
a a	Đ	

Ship To	

Р	P.O. NO.	PROJECT	TELEPHONE #	cc	NTACT PERSON	CUST#
QTY		DESCR			COST	Total
1	GeoMax Ze	enith 16 GNSS netword accessories	ork rover with 2 batteries	s,	7,500.00	7,500.0
1	CHOICE:				4,600.00	4,600.0
	Carlson Mir software (G	ni2 data collector (Gl PS only), charger ar	EO CELL) with SurvCE	9)		
	OR					
	Carlson Surveyor2 (CELL) data collector with SurvCE software (GPS only), charger and accessories					
	OR					
(Carlson RT3 software (GF	B (GEO CELL) tablet PS only), charger an	computer (7") with Surv d accessories	/PC		
C b	GPS Access pracket for d	ory Package: 2M fix ata collector	ed height rover pole, po	le	400.00	400.00
4	l hours onsi	te training			800.00	800.00
rms and C	No madddin an			Sub	total	\$13,300.00
arges are	in U.S. Dollars, P	ayments due according to Ter % service charge is assessed	ms, unless otherwise indicated, on all past dues accounts	Sale	es Tax (0.0%)	\$0.00
tify our offi nages or s	ice within seven c shortages,	alendar days after receipt of th	ne products of any claims of	Tot	al \$	13,300.00

Klein Survey System Inc

1211 North 10th Lincoln, Nebraska 68508 402-477-1111 Fed ID # 47-0761698

Quote

DATE	Quote #
2/17/2020	6534

NAME / ADDRESS	
City of Nevada Iowa	
Attn: Shawn Cole	
PO Box 530	
Nevada, Iowa 50201	
× *	

Ship To		
	6	

Р	.O. NO.	PROJECT	TELEPHONE #	CON	TACT PERSON	CUST#
QTY		DESCRI	PTION		COST	Total
1	GeoMax Zenith 40 GNSS network rover with GSM modem, 2 batteries, charger, and accessories Carlson Mini2 data collector with SurvCE software (GPS 3,900.00					
1	only), charg OR	er and accessories	, outrol donward (Or		3,900.00	3,900.00
	Carlson Sur only), charge	veyor2 data collector er and accessories	with SurvCE software	(GPS		_
0	OR					
C	Carlson RT3 only), charge	tablet computer (7") er and accessories	with SurvPC software	(GPS		
b	GPS Accessoracket for da	ory Package: 2M fixe ata collector	ed height rover pole, po	ole	400.00	400.00
4	hours onsit	e training			800.00	800.00
rms and Co	onditions			Subto	otal	\$15,600.00
arges are i	n U.S. Dollars. Pa	yments due according to Term service charge is assessed or	is, unless otherwise indicated, n all past dues accounts	Sales	Tax (0.0%)	\$0.00
tify our office	ce within seven ca hortages.	lendar days after receipt of the	products of any claims of	Tota	I \$	15,600.00

Klein Survey System Inc

1211 North 10th Lincoln, Nebraska 68508 402-477-1111 Fed ID # 47-0761698

Quote

DATE	Quote #	
2/17/2020	6535	

NAME / ADDRESS	
City of Nevada Iowa	
Attn: Shawn Cole	
PO Box 530	
Nevada, Iowa 50201	
	-

Ship To	3	
	XX	

Р	P.O. NO.	PROJECT	TELEPHONE #	CON	TACT PERSON	CUST#
QTY		DESCR	IPTION	-	COST	Total
1	Spectra SF modem, tw	P85 GNSS network ro to batteries, charger,	over with GSM cellular and accessories		11,995.00	11,995.00
1	Spectra Ra (GNSS), ba	nger 3 data collector attery, charger and a	r with Survey Pro softwa	ıre	4,200.00	4,200.00
	GPS Acces bracket for	sory Package: 2M fi data collector	xed height rover pole, p	ole	400.00	400.00
	4 hours onsite training		800.00	800.00		
-						
		æ				
				Subt	otal	\$17,395.00
erms and 0 harges are ales are ne 18%APR).	in U.S. Dollars, P	Payments due according to Ter % service charge is assessed	ms, unless otherwise Indicated, on all past dues accounts		s Tax (0.0%)	\$0.00
- SECTION CO. INSTITUTE	lice within seven o shortages.	calendar days after receipt of th	ne products of any claims of	Tota	al \$	17,395.00

ITEM # <u>\$B</u> DATE: 3/23/2020

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 a wide area mower, and two (2) zero turn mowers. These pieces of equipment have all been included in our 2020-21 fiscal year budgets.

Below is summary of each piece with the purchase information.

Wide Area Mower: This is our biggest mower that mows large areas all around the community. Due to the cost, we purchase this mower over a 3 year period. This price includes the trade in of the current John Deere Wide Area Mower. This will be housed at the Parks, but will be used throughout the City.

•	Van Wall Equipment – Nevada, IA – John Deere	\$13,645.46/year
•	TurfWerks – Johnston, IA - Jacobson	\$15,466.01/year
	MTI Distributing – Grimes, IA – Toro	

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 Cemetery.

•	Van Wall Equipment – Nevada, IA – John Deere	\$6,000.00
•	MTI Distributing – Grimes, IA – Toro	\$10,577.98
•	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 2014 John Deere Z970R model, which is included as trade for the new mower. This will be housed at the Parks.

•	Van Wall Equipment – Nevada, IA – John Deere\$7,500.00	į
•	MTI Distributing – Grimes, IA – Toro\$11,077.98	
•	Ames Outdoor Supply - Ames, IA - ExmarkNo Bid	

OPTIONS:

- 1. Accept the following quotes from Van Wall Equipment, for the purchase of the following grounds maintenance equipment:
 - A. Wide Area Mower: Approve the purchase from Van Wall Equipment for a John Deere 1600 Wide Area Mower in the amount of \$13,645.46 per year for 3 years.
 - B. 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 \$13,500.00.
- 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@cityofnevadaiowa.org.

Therefore, it is the Interim City Administer Martinez's recommendation Council approves Option #1.

Written Quotation Form For: Zero Turn Commercial Mower **Nevada Cemetery**

Minimum Specifications:

John Dear Z970R Zero Turn Hydrostatic drive

- 35 HP, 999cc twin cylinder air cooled gasoline engine.
- 72 inch side discharge mower deck with anti-scalp wheels.
- Deluxe 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 2015 John Deere Z970R with 385 hours and 72" mower deck. This mower will continue to be used in spring of 2020 until delivery of the new mower.

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.	Rick Hawbake	\$12,500
Nevada, IA 50201	frade in	(\$ 5500)
	trade difference	\$ 6000 00

Quotations due by 4:00 pm, February 12, 2020. Please return to:

Tim Hansen - Director of Parks and Recreation City of Nevada - City Hall 1209 6th Street Nevada, IA 50201 thansen@cityofnevadaiowa.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.
- 72 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 2015 John Deere Z970R with 385 hours and 72" mower deck. This mower will continue to be used in spring of 2020 until delivery of the new mower.

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 Karen. Wangensteen@ Midistributing.com	sæe attached quote.
	763-592-5643	

Quotations due by 4:00 pm, February 12, 2020. Please return to:

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

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



MTI Distributing Equipment Proposal February 10, 2020



Expiration Date:

3/11/2020

Tim Hansen Nevada Cemetery

Qty Model Number	Description	Unit Price	Price Extension
	Toro ZMaster Professional 6000 Series, 37HP		. mee _xterioloff
1 72947	Kohler CP EFI, w/72" Turbo Force Deck w/Horizon Technology	\$13,462.00	\$13,462.00
2 136-3649	Michelin Tweel 24"	\$557.99	\$1,115.98
TRADE:			
1 XC-UE	2015 John Deere Z970R w/72" Deck	(\$4,000.00)	(\$4,000.00)
		8	8
		TOTALS	
		Equipment Total	\$14,577.98
		Trade	(\$4,000.00)
		7% Sales/Use Tax	Exempt
		Total	\$10,577.98

Optional CSC (\$1 Buyout) Financing available through TCF Equipment Finance

3 Annual Payments Payable July 15th of Each Year Beginning July 15, 2020: \$ 3,694.36

lates are subject to credit approval, \$250.00 doc fee applies

iquipment delivery at no additional charge vote is valid for 30 days

Il commercial products purchased by a credit card will be subject to a 2.5% service fee.

hank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

li Parsons utside Sales Representative 12-360-8542

Karen Wangensteen Inside Sales Representative 800-760-2112

MTI Distributing, Inc. • 3841 SE Capitol Circle • Grimes, IA 50111

Written Quotation Form For: Zero Turn Commercial Mower Nevada Parks

Minimum Specifications:

- Zero Turn Hydrostatic Drive John Dean Z970 R
- 35 HP, 999cc twin cylinder air cooled gasoline engine.
- 72 inch side discharge mower deck with anti-scalp wheels.
- Deluxe 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. INCLUSES
- 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 2014 John Deere z970R with 956 hours and 72" mower deck. This mower will continue to be used in spring of 2020 until delivery of the new mower.

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	Rick Hawbuked	\$ 12,500
1468 West A Ave. Nevada, IA 50201		
*	time in allowance	(\$5000°)
	trade difference	J 7500 50

Quotations due by 4:00 pm, February 12, 2020. Please return to:

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

Written Quotation Form For: Zero Turn Commercial Mower Nevada Parks

Minimum Specifications:

- Zero Turn Hydrostatic Drive
- 35 HP, 999cc twin cylinder air cooled gasoline engine.
- 72 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 2014 John Deere z970R with 956 hours and 72" mower deck. This mower will continue to be used in spring of 2020 until delivery of the new mower.

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 karenwangensteen @ mtidistributing.com 763-592-564-3	see attached quote.

Quotations due by 4:00 pm, February 12, 2020. Please return to:

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

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



MTI Distributing Equipment Proposal February 10, 2020



Expiration Date:

3/11/2020

Tim Hansen Nevada Parks

Qty	Model Number	Description	Unit Price	Price Extension
1	72947	Toro ZMaster Professional 6000 Series, 37HP Kohler CP EFI, w/72" Turbo Force Deck w/Horizon Technology	\$13,462.00	
2	136-3649	Michelin Tweel 24"	\$557.99	\$1,115.98
TRA	ADE:			
1	XC-UE	2014 John Deere Z970R, 72" Deck	(\$3,500.00)	(\$3,500.00)
			TOTALS	
		* a	Equipment Total	\$14,577.98
			Trade	(\$3,500.00)
		9	7% Sales/Use Tax	Exempt
			Total	\$11,077.98

Optional CSC (\$1 Buyout) Financing available through TCF Equipment Finance		
3 Annual Payments Payable July 15th of Each Year Beginning July 15, 2020	: \$	3,868.98
Dates are subject to availt and all the second to the seco		0,000.50

Rates are subject to credit approval, \$250.00 doc fee applies

Equipment delivery at no additional charge

Quote is valid for 30 days

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eli Parsons Outside Sales Representative 612-360-8542

Karen Wangensteen Inside Sales Representative 800-760-2112

MTI Distributing, Inc. • 3841 SE Capitol Circle • Grimes, IA 50111

Resolution N Date: 3/23/2020
Employee Leave during Covid-19 range 1 of 2

RESOLUTION NO. 046 (2019/2020)

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE PAID EMPLOYEE LEAVE DURING THE COVID-19 PANDEMIC

WHEREAS, the City Council recognizes the importance of its employees as an asset and resource for providing quality essential public services; and

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

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

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

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

WHEREAS, the risk of transmission of COVID-19 may be substantially reduced by community containment strategies and strongly encourage social distancing, self-quarantine when sick or exposed to COVID-19 and no groups of ten or more; and

WHEREAS, it is the desire of the Nevada City Council to set guidelines for Employee absenteeism related to the COVID-19 Pandemic and encourage employees to self-quarantine when they are sick or have been exposed to COVID-19, and;

WHEREAS, the Nevada City Council is permitting up to fourteen (14) days of paid leave, or more if directed by an employee's Primary Care Physician, in order to self-quarantine as a result of the COVID-19 Pandemic, on a case by case basis with the approval of the City Administrator; and

WHEREAS, the Council would like to set guidelines for any city employee who has been out of state from Tuesday, March 17th, 2020, to date, requiring self-quarantine for 14 calendar days. Because of the critical nature of COVID 19 pandemic, employees will not be required to use sick time or other paid time off; and

WHEREAS, any city employee who elects to leave the State of Iowa on their own volition beginning March 19th or after until such time that the proclamation with regard to the COVID-19 Pandemic has been rescinded, will need to self-quarantine upon their return. However, in this case, self-quarantine will require the employee to utilize their own paid time off, such as vacation, comp time, holiday time. Sick time can only be utilized in accordance with the current Employee and Volunteer Handbook or current union contract; and

WHEREAS, Each case shall be viewed on a case by case basis, with the City Administrator making the final decision. Our goal is the safety of our employees and our community.

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

- That City of Nevada Employees are permitted up to fourteen (14) days of paid leave, or more if directed by their Primary Care Physician, if related to the recommendations for guarantine related to the COVID-19 Pandemic.
- 2. Those Employees who left the state from March 17th through March 19th will be required to self-isolate for 14 days upon their return to the state, with paid leave. They will not be required to use their personal paid time off leave.
- 3. Those Employees who left the state of their own volition after March 19th will be required to self-isolate for 14 calendar days upon their return to the state. They will be required to use their personal vacation, compensated time or holiday time. Sick time may be used in the event they have been ill.
- 4. Each individual case will be assessed by the City Administrator, who is granted authority to approve or deny.

PASSED and approved this 23rd day of March, 2020, by the City Council of the City of Nevada, Iowa.

ATTEST:	Brett Barker, Mayor
Kerin Wright, City Clerk	
Moved by Council Member, seconded by Resolution No. 046 (2019/2020) be adopted.	Council Member, that
AYES: NAYS: ABSENT:	
The Mayor declared Resolution No. 046 (2019/2020) add	opted.
I hereby certify that the foregoing is a true copy of a reco (2019/2020) at the regular Council Meeting of the City of 2020.	
Kerin Wright, City Clerk	

\F:\OFFICE\COUNCIL\RESOLUTIONS\2015-2016\RES 046.MISC EXPENSE POLICY.DOCX

Item# 8D Date: 3/23/2020

Page 1 of 3

RESOLUTION NO. 047 (2019/2020)

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

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

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

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

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

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

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

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

- 1. That, consistent with the declarations of the WHO, the federal government, and the Governor of the State of Iowa, a Declaration of an emergency is hereby established by the City Council of Nevada, Iowa.
- 2. The Council hereby authorizes the Mayor and City Administrator to conduct such emergency measures as may be appropriate to safeguard the public health, safety and welfare of both our residents and visitors.
- 3. The Council authorizes a one-time increase of the signing thresholds for the Mayor and City Administrator for signing contracts up to \$_____ per contract and for single checks not to exceed \$____ without the prior approval of Council, but to be presented at the next Council meeting, or on a monthly basis to the Council for ratification.
- 4. The Council authorizes the Mayor Pro Tem to sign as an alternate signatory on contracts and checks for the Mayor on behalf of the City, should he be unavailable, and for the City Clerk to sign contracts, checks and agreements on behalf of the City Administrator, should he be unavailable.
- 5. No checks may be written in relation to any contract authorized under this resolution without certification by the City Clerk that the appropriate funds exist to meet the

obligation, nor any contract or agreement entered into without the review and approval of the City Attorney .

- 6. The Council authorizes the implementation of electronic mechanisms for the conduct of City business, including staff meetings, planning meetings, and telephonic participation by the Council of such Council Meetings and advisory boards and committees as necessary. Such meetings shall be published, as required, recorded and made public on the City website or by email, upon request, as soon as possible.
- 7. The Council authorizes, consistent with the recommendations of the CDC, the following:
 - a. That all City public events, trainings and meetings and any events, trainings and meetings planned to be held in or on City property are hereby cancelled until further notice, with the status to be reviewed every 30 days.
 - b. That all out-of-state travel or trainings for City business are hereby cancelled, with the status of this prohibition to be reviewed every 30 days and any requests for exceptions for public safety or other essential services to be reviewed on a case by case basis by the City Administrator.
 - c. The City Administrator may set such safeguards for the public and employees regarding employees that travel out of the area or that become ill as are reasonable to protect the health and safety of staff and the public, consistent with the most current public health guidelines and advisories.
 - d. That all non-essential programs of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days, and with no exceptions.
 - e. That all non-essential facilities of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days.
 - f. That the Council authorizes that the Mayor and City Administrator are authorized to enter into any MOU's, shared services agreements, and contracts as may be necessary to provide the continued operation of services in a time of depleted staff or increased need due to this state of emergency with other governmental, quasi-governmental or private entities and may similarly assist other governmental entities, utilities, health services and entities engaged in the delivery of essential services to the community necessary for the continued public health, welfare and safety of the community.
 - g. That the Council authorizes the Mayor, City Administrator and City Clerk to prepare for, expend resources in anticipation of, and to apply for such state and federal assistance as may be anticipated or allocated as related to the states of emergency.
 - h. That the Council authorizes the City Clerk to establish an emergency account and to fund said account up to \$_____ for the tracking and finding of such costs as may result from or be needed to address the health emergency, including: over-time, contract labor, computers, smart phones, electronic equipment and telecommunications services, etc. as may be necessary for remote and work at home arrangements, and such preventative and safety equipment and supplies as antiseptic, masks, gloves, etc.

PASSED and approved this 23rd day of March, 2020, by the City Council of the City of Nevada, Iowa.

Resolution No. 047 (2019/2020) Employee Measures during COVID-19 Pandemic Page 3 of 3

ATTEST:	Brett Barker, Mayor			
Kerin Wright, City Clerk				
Moved by Council Member, secon (2019/2020) be adopted.	nded by Council Member, that Resolution No. 047			
AYES: NAYS: ABSENT:	e e			
The Mayor declared Resolution No. 047 (2019/2020) adopted.				
I hereby certify that the foregoing is a true (2019/2020) at the regular Council Meetin 2020.	e copy of a record of the adoption of Resolution No. 047 ng of the City of Nevada, Iowa, held on the 23 rd day of March,			
Karin Military and A	_			
Kerin Wright, City Clerk				

\W.\OFFICE\COUNCIL\RESOLUTIONS\2019-2020\047-COVID-19 EMERGENCY POLICY-GENERAL MATTERS.DOCX

City of Nevada City Administrator Interview Schedule Draft: Subject to Cho

Thursday, April 23 (Business Dress)

8:00 Mayor meet with Candidates/Spouses at City Hall

■ 8:15-12:00 Candidates/Spouses tour City and Facilities (staff/council)

■ Noon – 12:45 Lunch on own

1:00 Candidates interview with 3 different panel groups below: Consisting of a mixture of council, staff, community leaders in each of the groups. Interviews are to say within 30 minutes and allow 15 minutes in between each candidate to fill out a review sheet on each candidate

Time	Group 1	Group 2	Group 3
1:00	Candidate E	Candidate A	Candidate B
1:45	Candidate D	Candidate C	Candidate E
2:30	Candidate A	Candidate D	Candidate C
3:15	Candidate B	Candidate E	Candidate A
4:30	Candidate C	Candidate B	Candidate D

 5:15 Break for candidates before individual interviews with council that evening (Supper provided for council before evening interviews while reviewing comment sheets from afternoon group interviews)

Individual interviews with Council begins at 6:00 p.m.

6:00 Candidate A

• 6:30 Candidate B

7:00 Candidate C

• 7:30 Candidate D

• 8:00 Candidate E

Interim City Administrator's Report as of March 24th, 2020

- Nevada Foundation Meeting: On Thursday, 3/5/2020, at about 5:00pm, the Nevada Foundation met. Discussion included status of the 501c(3); the foundation has been assigned an IRS Determination Specialist who is to make contact within the next sixty (60) days. Several grant applications have been submitted and other soon to be. The sale of Gates Hall and its appraised value; NF is preparing to make a presentation to the Board of Supervisors. The Silent Phase of fund raising is in place with several appointments already in place.
- High Priority Traffic Enforcement Project: Sgt. Wittrock from the Iowa Department of Transportation and I met on Friday, 3/6/2020, in reference the IDOT request for assistance. The project would take place on Monday, 3/23/2020, involving law enforcement with Boone, Story, and Marshall Counties, along with Iowa State Patrol and other agencies. While the meeting was productive, it is now moot; cancelled because of the pandemic.
- Development Committee Meeting: After the regularly scheduled City Council Meeting on Monday, 3/9/2020, the Development Committee met. At the meeting were Mayor Barker, Council Members Jason Sampson and Dane Nealson, Kerin Wright, and myself. Several items of concern were discussed which included a RIF Program, the Catalyst Grant, Field House Project, the Burke Agreement, the Indian Ridge Project, status of the Riesselman Property, and the moving of the Wilson house from Indian Ridge to Evergreen Lane. Some discussion took place in reference to the parking requirements of apartments in the downtown area.
- **Nevada Foundation Meeting:** At about 1:30pm on Tuesday, 3/10/2020, the Nevada Foundation met in the City Hall Conference room. Primary discussion focused on preparing for the Board of Supervisors Meeting.
- Verbio Meeting: On Thursday, 3/12/2020, at about 10:00am, Shawn Cole and I met with Holly Schnur and Aaron Chadwick with Verbio. Verbio is looking to put in a pipeline along the east side of 590th Street. Plans are being prepared with a fall period to put this in place.
- Sponsored Projects Meeting: On Friday, 3/13/2020, at 10:00am, HR Green personnel Teresa Stadelmann, Isaac Schrock, and Robert Everhart, met with Jeremy Rydl, Shawn Ludwig, Shawn Cole, Gene Fritz, and I. The project discussed was the cleaning of Indian Creek. The party walked from the cemetery to the north side of the Lincoln Highway bridge, checking on the condition of the creek. After the walk, the group drove to the equalization basin and walked from the basin south on the trail walking past the railroad overpass reviewing the creek. HR Green appeared very interested in the project.
- Nevada Library Closing Discussion: On Friday, 3/13/2020, at about 2:10pm I met with Shanna Speer at the Library. At the time with the current discussion of schools closing because of the COVID 19 pandemic, I wanted to express my concern if the schools were to close.

- After some discussion Shanna agreed to bring this up at the next Nevada Library Board Meeting, scheduled for Monday, 3/9/2020.
- City Department Head Meeting: The bi-weekly City Department Head Staff Meeting took place at 9:00am in the City Hall Conference Room. As you can imagine, with closing of the school, the Governor's Proclamation, COVID 19, there was much discussion.
- COVID 19 Discussion: At the request of Mayor Barker and Ames Mayor John Haila, a meeting took place on Monday, 3/16/2020, at 3:30pm, at the Story County Administration Building to discuss concerns of the COVID 19. All parties agreed it would be in everyone's best interest to keep communication open between our communities and assist when the need required it. Another meeting is scheduled for Thursday, 3/19/2020, at 7:00pm, to include other communities and partners.
- **Preconstruction Meeting:** On Tuesday, 3/17/2020, at 10:30am, Larry Stevens from HR Green led a meeting in regards to the Main Street Project about to start. On Thursday, 3/19/2020, the project begins. Discussed was the timetable for this year. Subcontractors were present with numerous questions as well.
- Webinar with Governor Reynolds: At 2:00pm on Tuesday, 3/17/2020, a webinar took place led by Iowa Governor Kim Reynolds. Watching the webinar in the City Hall Conference Room was Mayor Barker, Kerin Wright, and I. Primary discussion was COVID 19 and what the Proclamation of Disaster Emergency would affect.
- Critical Care Committee: On Tuesday, 3/17/2020, at about 5:00pm, Mayor Barker led a committee discussion on address the critical needs of the community during this pandemic. This included addressing childcare needs, food pantries and meals, volunteers. Present were members of the Nevada School District, church community, Main Street, NEDC, and community. A follow up meeting was scheduled for Wednesday, 3/18/2020, after some information was gathered.
- Critical Care Committee: On Wednesday, March 18, 2020, at about 11:00am, a follow up meeting took place via webinar. With additional information, decisions about putting out public information, donations, meals and food distribution. I am sure Mayor Barker will discuss this more at the City Council Meeting.
- Webinar White House Briefing: At about noon on Wednesday, March 18, 2020, a White House Briefing took place. This was schedule by Mayor Barker. The hour and a half briefing principally talked about measures in place to combat the COVID 19 pandemic, resources that are available and will be in place soon.



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II Public Safety Director Chief of Police



Cathy Jager Chief's Assistant

Chris Brandes Police Sergeant

To: Mayor and City Council

From: Josh Cizmadia Police Sergeant

Date: Wednesday, March 4, 2020

Ref: Report for City Council Meeting for Monday, March 8, 2020

Sex Offender Registry Verification

Compliance checks are done on monthly by the NPSD as staffing and calls for service allow.

Purchases

The Nevada Public Safety Department has purchased (1) new in car computers (Panasonic CF-33). KELTEK installed the computers.

Equipment and Training

On March 4, 2020, a representative from TrACS came out and trained the officers on how to use the software

Staffing

Officers Jon Soubayi and Matt Celentano are progressing with the FTO program and will be set for solo patrol in April. Officer Andrew Swanson is doing well at ILEA and will graduate on time, April 17, 2020.

Josh Cizmadia Police Sergeant City of Nevada



March - 2020

To: Mayor, Brett Barker/Nevada City Council/Interim City Administrator, Ric Martinez

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Coronavirus Update
 - All Parks and Recreation facility rentals, including Gates Memorial Hall, pavilion, and shelters are canceled through April 12th. Gates Hall will be closed during this time, but staff will still be available to take your calls and answer emails.
 - All recreational programs, including team practices for youth baseball/softball, are postponed through April 12th.
 Please check your emails, the Parks and Recreation Department Facebook page, and the City of Nevada website for updates.
 - o Parks and trails will remain open, but all athletic fields are closed to team practices.
 - o The seasonal opening of public restrooms will be delayed.
 - o The situation will be reviewed in early April and any changes or extensions will be communicated to the public through our Facebook page and the City of Nevada website.
- Fieldhouse Project:
 - Public Open House on Wednesday, February 19th. Very positive feedback.
 - Met with Mechanical Engineer, Alliant Energy, and the Architects on Wednesday, March 11th to review electrical/HVAc needs for the building.
 - Preparing information for the fundraising campaign. Foundation is getting close to starting the silent phase of the campaign. Several grants have already been submitted.
- Reviewed bids for equipment purchases and a new beverage contract for SCORE. This is on your agenda for review and consideration.
- Putting our 2020 seasonal pool staff, maintenance positions, and concession & cashier staff in place.
- Rhonda is conducting a Lifeguard Training Class.
- We conducted interviews for the Parks Laborer/Equipment Operator positon that is open due to the retirement of Keith Tillotson. After review of application materials, interviews and background checks, the position has been offered to/accepted by Zach Anderson. Zach is a graduate of Nevada High School and UNI with a Bachelor's Degree in Leisure, Youth and Human Services.
- Staff met with Ward Wester, Landscape Architect with Country Landscapes, on March 11th to discuss the potential creation
 of a Master Planting Plan for Harrington Park. This will focus on tree planting, removals, other vegetation, etc. Ward is
 willing to volunteer his services for this project.
- I have been notified that we have been selected to have our city wide tree inventory updated later this summer. We had
 the initial inventory done 5 or 6 years ago, and the DNR now is offering an update to the inventory free of charge to the
 City.
- Staff has been updating the interior of the Sextons House at the Cemetery. The interior has been repainted, replaced old furniture, replaced blinds, etc. It is now much more inviting to the public.
- Staff is preparing and getting the parks and cemetery ready for the spring and summer seasons.
- Staff attendance at continuing education for Certified Pool and Spa Operators certification in Altoona, IA on February 24th and April 6th.
- 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@cityofnevadaiowa.org.