



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 12, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. **The Council may be meeting in the Council Chambers, however, seating is very limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.**

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

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, April 12, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. 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 22, 2021
 - B. Approve Payment of Cash Disbursements, including Check Numbers 75437-75523 and Electronic Numbers 917-924 (Inclusive) Totalling \$389,240.38 (See attached list)
 - C. Approve Luminous Lighting Proposal for the Nevada Library Building
 - D. Set Public Hearing for April 26, 2021 at 6:00 p.m. for Ordinance No. 1017, Electric Transmission Franchise Agreement with ITC Midwest LLC
 - E. Set Public Hearing for April 29, 2021 Proposed Annexation of Territory into the City of Nevada, Iowa (Verbio and Union Pacific Railroad)
 - F. Resolution No. 090 (2020/2021): A Resolution appointing Representatives to the Story County Economic Development Group

5. 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.

6. OLD BUSINESS

- A. Approve Pay Request No. 10 for the Central Business District Project from Con-Struct, Inc. in the amount of \$161,148.50
- B. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic, capacity of City Facilities and previous Resolution No. 047C (2020/2021)

7. NEW BUSINESS

- A. Resolution No. 091 (2020/2021): A Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,000,000 Taxable Sewer Revenue Bonds, Series 2021A
- B. Resolution No. 092 (2020/2021): A Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
- C. Resolution No. 093 (2020/2021): A Resolution to set public hearing on proposed Disposal by Sale of Real Property, Gates Hall
- D. Resolution No. 094 (2020/2021): A Resolution approving the use of the Officer Training Reimbursement Agreement for the Police Department
- E. Resolution No. 095 (2020/2021): A Resolution approving the Memorandum of Understanding with the Public Professional and Maintenance Employees Local 2003 IUPAT, Sign on bonus for certified officers
- F. Resolution No. 096 (2020/2021): A Resolution approving the Master Agreement for Municipal Engineering Services with HR Green
- G. Resolution No. 097 (2020/2021): A Resolution approving the Access and Lease Agreement with NEXTLINK

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

9. ADJOURN

The agenda was posted on the official bulletin board on April 8, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2021-04-12.DOC



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 12, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

6. OLD BUSINESS

- A. Approve Pay Request No. 10 for the Central Business District Project from Con-Struct, Inc. in the amount of \$161,148.50
Enclosed you shall find an application and certificate for payment on contract relating to infrastructure reconstruction downtown.
- B. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic, capacity of City Facilities and previous Resolution No. 047C (2020/2021)
Enclosed you shall find resolution pertaining to emergency measures during COVID to discuss any changes or updates needed.

7. NEW BUSINESS

- A. Resolution No. 091 (2020/2021): A Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,000,000 Taxable Sewer Revenue Bonds, Series 2021A
Enclosed you shall see resolution for securement of Sewer Revenue Bond payments for the new wastewater treatment facility.
- B. Resolution No. 092 (2020/2021): A Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
Enclosed you shall find a resolution to amend the urban renewal district to include new projects providing tax incentives to multiple projects.
- C. Resolution No. 093 (2020/2021): A Resolution to set public hearing on proposed Disposal by Sale of Real Property, Gates Hall
Enclosed you shall find resolution to set a public hearing on the sale of Gates Hall
- D. Resolution No. 094 (2020/2021): A Resolution approving the use of the Officer Training Reimbursement Agreement for the Police Department
Enclosed you shall find a resolution approving the agreement used for reimbursement for police officer training
- E. Resolution No. 095 (2020/2021): A Resolution approving the Memorandum of Understanding with the Public Professional and Maintenance Employees Local 2003 IUPAT, Sign on bonus for certified officers
Enclosed you shall find an MOU between the City and Union to provide a one-time bonus to incentivize certified police officers
- F. Resolution No. 096 (2020/2021): A Resolution approving the Master Agreement for Municipal Engineering Services with HR Green

Enclosed you shall find the resolution to approve services with Howard R Green as our Municipal City Engineer

- G. Resolution No. 097 (2020/2021): A Resolution approving the Access and Lease Agreement with NEXTLINK

Enclosed you shall find an agreement between Nextlink and the City to allow their antennas on both our water towers

NEVADA CITY COUNCIL - MONDAY, MARCH 22, 2021 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, March 22, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Brian Hanson, Jason Sampson, Dane Nealson, Sandy Ehrig, Luke Spence (by zoom). Absent: Barb Mittman. Barb Mittman arrived at 6:04 p.m.

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

Also in attendance were: Devon Dubendorf and family, Carrie Thompson and Clint Thompson.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A Fiscal Year 2021/2022 Budget

1. Public Hearing – Approval of the Fiscal Year 2021/2022 Budget

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 4, 2021**. The public hearing is **approval of the Fiscal Year 2021/2022 Budget**.

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

2. Resolution No. 087 (2020/2021): A Resolution adopting the Fiscal Year 2021/2022 Annual Budget

Motion by Brian Hanson, seconded by Jason Sampson, to **adopt Resolution No. 087 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Nealson. Nay: None. The Mayor declared the motion carried.

B. Capital Improvement Plan Fiscal Year 2021/2022

1. Public Hearing – Approval of Fiscal Year 2021/2022 Capital Improvement Plan

At 6:03 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 4, 2021**. The public hearing is **approval of the Fiscal Year 2021/2022 Capital Improvement Plan**.

There were **no written or oral objections** to the aforementioned recommendation. At 6:03 p.m. the public hearing was closed.

2. Resolution No. 088 (2020/2021): A Resolution adopting the Fiscal Year 2021/2022 Capital Improvement Plan

Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 088 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Spence, Hanson. Nay: None. The Mayor declared the motion carried.

Barb Mittman arrived at 6:04 p.m.

C. Sewer Revenue Loan Agreement, SRF WWTF-Phase 2

1. Public Hearing - Proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

At 6:04 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 11, 2021**. The public hearing is **approval of the Sewer Loan proceedings and action to borrow money**.

There were **no written or oral objections** to the aforementioned recommendation. At 6:04 p.m. the public hearing was closed.

2. Resolution No. 089 (2020/2021): A Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 089 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

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

Motion by Brian Hanson, seconded by Barb Mittman, to **approve the following consent agenda items**:

- A. Approve Minutes of the Regular Meeting held on March 8, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75340-75432 and Electronic Numbers 912-916 (Inclusive) Totaling \$447,718.05 (See attached list)
- C. Approve Renewal of Class "A" Liquor License and Sunday Sales Privileges, William F. Ball Post No. 48 American Legion d/b/a American Legion Post #48, 1331 6th Street, Effective March 30, 2021

D. Approve Recommendation for Probationary Firefighter, Devon Dubendorf

E. Approve and Submit 2020 Certified Local Government Annual Report

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

6. PUBLIC FORUM

A. Mayor Barker swore in Probationary Firefighter Devon Dubendorf.

7. OLD BUSINESS

A. Discussion and Appropriate Follow-up for capacity limits at Gates Hall

Motion by Brian Hanson, seconded by Jason Sampson, to **approve removing the capacity limit from Gates Hall.** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

A. Approve Amendment No. 3 to the Water Tower Option and Lease Agreement with Cellco Partnership/Verizon Wireless

Motion by Brian Hanson, seconded by Sandy Ehrig, to **approve Amendment No. 3 to the Water Tower Option and Lease Agreement with Cellco Partnership/Verizon.** After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

B. Approve purchase of Grounds Maintenance Equipment for the Parks and Rec/Cemetery Departments

Motion by Dane Nealson, seconded by Jason Sampson, to **approve the Purchase of Two (2) Zero Turn Mowers for \$17,350.00 and a Gator Utility Vehicle for \$15,200 from Van Wall Equipment.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

C. Approve Amendment to the Pepsi Agreement for the Park and Rec Department

Motion by Dane Nealson, seconded by Jason Sampson, to **approve the Amendment to the Pepsi Agreement for Park and Rec Department.** After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

9. REPORTS:

Mayor Barker advised the utility staff and other city staff have been offered the COVID 19 vaccine with the new CDC guidelines. NuCara will be receiving over one thousand Pfizer vaccines. A public meeting will be scheduled next month for comment on the 2040 Vision plans. Alliant is assessing the downtown area to bury service lines while the project is going on. A presentation was made to the Board of Supervisors for support of the Fieldhouse.

Council Member Sandy Ehrig advised there will be a Health Hometown meeting this week. Wellmark has opportunities for grants.

Public Works Director Rydl reported staff has been putting gravel down. An offer has been made for the open street department position. An interview is scheduled for tomorrow for the wastewater supervisor position.

Director of Fire/EMS Reynolds noted the fuel pumps were working great. He offered assistance with the vaccination efforts if needed.

City Engineer Stevens advised they have been reviewing several site plans including the USDA building and the Verbio expansion. Updated council on Well #4 Abandonment and the Risk and Resiliency Assessment for the Water Department. They have also been working on plans for a potential electric charging station and the ability to apply for grants. Staff is reviewing the east drive at Good and Quick to reach a compromise with the downtown plans for that area.

Police Sergeant Cizmada reported the department is still going through the hiring process.

Planning and Zoning Administrator Cole updated the council on the downtown project.

City Clerk Wright reminded Council to review the Dorsey and Whitney annual training on Municipal Bond reporting.

10. ADJOURNMENT

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

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 4B
Date: 4/12/21

CITY OF NEVADA
CLAIMS REPORT FOR APRIL 12, 2021
3/23/21 THRU 4/12/21

VENDOR	REFERENCE	AMOUNT	CHECK #
GREAT WESTERN	POOL,AEDS	3,634.15	920
WAGeworks	FSA 2020 PMT	642.11	921
IPERS	IPERS	28,768.91	917
TREASURER STATE OF IA	STATE TAXES	6,991.00	918
EFTPS	FED/FICA TAX	21,225.18	919
AMER'N FAMILY	AFLAC	1,504.66	75437
ICMA	DEFERRED COMP	945.00	75438
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	75439
GREAT WESTERN	HSA	271.66	75440
ALLIANT	ALL-UTILITIES	5,454.02	75441
NEVADA POSTMASTER	UTILITY POSTAGE	853.76	75442
WINDSTREAM	LIB/WTR/WWT-UTILITIES	319.29	75443
MEDIACOM	ALL-INTERNET SVC	414.90	75444
PRINCIPAL FIN GRP	ALL-LIFE INSURANCE	559.55	75445
MENARDS	GH-SUPPLIES	17.16	75446
WAGeworks	FSA 2020 PMT	189.15	922
TREASURER STATE OF IA	SALES TAX 3/16-31/2021	340.67	923
WELLMARK BLUE	HEALTH 4/2021	23,911.32	75447
DELTA DENTAL OF IA	DENTAL 4/2021	2,865.00	75448
FIDELITY SECURITY LIFE	VISION 4/2021	739.10	75449
PETTY CASH-ADMIN	POOL-PETTY CASH	900.00	75450
EFTPS	FED/FICA TAX	22,761.91	924
ICMA	DEFERRED COMP	945.00	75461
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	75462
GREAT WESTERN	HSA	271.66	75463
BIG 8 TYRE	WTR-MAINT	924.93	75464
BROWN SUPPLY	PKM-CURB BOX KEY	59.88	75465
ALLIANT	ALL-UTILITIES	25,023.85	75466
MARTIN MARIETTA	STSWTR-GRAVEL	5,640.37	75467
NEVADA LUMBER	CEM-LUMBER	116.52	75468
PRATT SANITATION	ALL-GARBAGE SVCS	805.00	75469
STATE HYGIENIC LAB	WTR-LAB ANALYSIS	108.00	75470
COMPUTER RESOURCE SPEC	ADM/PD-IT SVCS	3,140.50	75471
ARNOLDS	STS/WWT/PD/WTR-SUPPLIES	571.02	75472
HACH CO	WTR-STANDPIPE INSTALL KIT	4,622.75	75473
STORY CO TREASURER	PD/WTR/WWT-3RD/4TH PYMT	20,767.90	75474
STORY CO MEDICAL	STS-EE PHY HOLL	213.00	75475
HOKEL	STS-HOSE	134.57	75476
MIDWEST AUTOMATIC FIRE	GH-RPR	739.28	75477
IA DOT	STS-SUPPLIES	357.01	75478
ISU	STS-RADIO SUBSCRIPT FEES FY21	407.19	75479
SANDRY	FD-COAT/PANT	3,546.09	75480
O'HALLORAN	STS-SUPPLIES	173.34	75481

IA COMMUNITIES ASSUR	PKM-RTN HARRINGTON PK	2,194.57	75482
BSN SPORTS	REC-BB CAPS/SHIRTS	2,401.60	75483
GALLS	PD/STS-#601 BOOTS/GATORS	251.90	75484
VESSCO	WTR-PRESSURE SWITCHES	3,632.21	75485
MIDIOWA NET	PKA/PKM-INTERNET	82.50	75486
WINDSTREAM	ALL-UTILITIES	1,744.20	75487
SAMS CLUB	CH/PD-CONF RM TV/SUPPLIES	1,454.89	75488
FAIRMONT FIRE	GH-ANSUL FIRE SUPPRESN MAINT	163.00	75489
HR GREEN	ENG	18,973.25	75490
IA DEPT OF INSPECT	4PLX-FOOD SVC LICENSE	150.00	75491
GRIMS ASPHALT	WTR-COLD MIX	2,487.84	75492
BRICK GENTRY	ALL-LEGAL	8,460.00	75493
JAX	REC-BB/SB SUPPLIES	3,382.80	75494
ZIMCO	PKM-SUPPLIES	172.00	75495
JETCO	WTR-FILTER RPR	257.55	75496
MISSISSIPPI LIME	WTR-QUICKLIME	6,704.94	75497
DEX MEDIA	GH-DIGITAL ADVERTISING	34.18	75498
WILLIAMSON ELECTRIC	PKM-TRAIL LIGHTS PHOTOEYE	230.05	75499
TAC 10	PD-MAINT RENEWAL	645.00	75500
ALPHA COPIES	ADM-NEWSLETTERS	456.50	75501
LANESBORO WEB	ADM-WEBSITE	300.00	75502
REFLECTIONS	CBD PROJ-DOOR ISSUES	195.00	75503
UTILITY SERVICE CO	WTR-8TH ST TANK/PLANT TANK	554.00	75504
NEVADA SENIORS	WTR/WWT-UTILITY BILLING	225.00	75505
BEATY, RAY	EMS-SEYMOUR/CALENTINE/REYNO	75.00	75506
CLAPSADDLE-GARBER ASSC	CBD PROJ-SAMPSON PROP	1,007.00	75507
WEX BANK	ALL-GAS CARDS	1,568.77	75508
KRUCK P & H	CH-ACTUATOR RPRS	1,691.81	75509
BROWNELLS	PD-SUPPLIES	217.37	75510
STORY CONSTRUCTION	STS-OVHD DOOR REPAIR	5,608.00	75511
BOUND TREE MEDICAL	PKA-DEFIB PADS	147.49	75512
HENDERSON, ANDREW	PD-REIMB	10.59	75513
MARCO	ALL-COPIER LEASE	799.00	75514
SEYMOUR, SEAN	PD-REIMB	20.01	75515
TURF AND POND TIME	PKM-POND TREATMENT	160.00	75516
MENARDS	PD/STS/FD-SUPPLIES	315.54	75517
JMT TRUCKING	WTRSTS-TRUCKING	862.32	75518
MACQUEEN EQUIPT	STS-EQUIP PARTS	918.44	75519
IA DEPT OF PUBLIC SAFETY	PD-ONLINE WARRANTS/ARTICLES	300.00	75520
LOGOED APPAREL & PROMOTIONS	EMS-CLOTHING	1,641.64	75521
INDIAN HILLS COMM COLLEGE	FD-PYKE TRNG	40.00	75522
MACK, JOYCE	POOL-REFUND	31.50	75523
	Refund Checks Total	220.16	
	Accounts Payable Total	263,055.24	
	Payroll Checks	125,964.98	
	***** REPORT TOTAL *****	389,240.38	

GENERAL	179,692.90
ROAD USE TAX	44,460.39
LOCAL OPTION SALES TAX	23,127.58
NORTH STORY BASEBALL	5,352.60
PARK OPEN SPACE	23.89
2021 STS 11TH/S14	3,845.00
CBD DOWNTOWN IMPR	2,663.00
WATER	61,168.62
WATER DEPOSITS	220.16
WATER CAPITAL REVOLVING	554.00
WELL #9/LIME LAGOON	10,526.25
SEWER	48,004.46
REVOLVING FUND	8,770.27
FLEX BENEFIT REVOLVING	831.26
TOTAL FUNDS	<u>389,240.38</u>



PRESENTED AT COUNCIL MEETING 04/12/2021 W/CLAIMS

GREAT WESTERN PURCHASING "P" CARD TRANSACTIONS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
2/24/2021	IA Park and Recreation	POOL, Training	300.00	2242021	001-435-6240
3/1/2021	DPH Regulatory Programs	POOL, Licensing	140.00	9654497	001-435-6474
3/2/2021	Little League Store	REC, BB Rule Book	116.30	1758	174-470-6599
3/3/2021	Epic Sports	REC, BB/SB balls and bat grips	136.13	5248565	001-470-6599
3/9/2021	A Janitor's Closet	POOL, Sanitizer Sprayer	499.00	41362	001-435-6504
		PKM, Sanitizer Sprayer	499.00		001-431-6504
3/3/2021	Annual Fee	PKA, fee	10.00	42021	001-430-6599
2/23/2021	Iowa League of Cities	CC, IMFOA Spring Conference	125.00	23635	001-620-6240
3/1/2021	GoDaddy	ADM, website	15.12	1831223932	121-613-6431
3/4/2021	Int'l Code Council	BLD, Training	330.00	101044208	001-170-6240
3/4/2021	Int'l Code Council	BLD, Certificate renewal	95.00	101044167	001-170-6210
3/5/2021	Int'l Code Council	BLD, handbook	144.33	101045063	001-170-6220
3/12/2021	ENM Company	STS, gaskets	160.05	8599	110-210-6332
3/12/2021	Walmart	WTR, gigabit	47.76	12267	600-811-6342
3/3/2021	Annual Fee	Annual Fee	10.00	5401a	001-620-6599
3/18/2021	Teleflex	FD, ALS Supplies	422.92	7223372	001-160-6511
3/18/2021	Teleflex	FD, ALS Supplies	1,712.43	7223372	001-160-6511
3/19/2021	Zoom	ADM, website	67.98	75222836	001-620-6499
3/3/2021	Annual Fee	Annual Fee	10.00	42021	001-110-6599
2/24/2021	FTD	CA, Funeral service	83.45	583252	001-613-6491
3/18/2021	Graduate	CA, IMMI Conference	109.76	607	001-613-6240
3/19/2021	Graduate	CA, IMMI Conference	111.32	607	001-613-6240
3/19/2021	Graduate	CA, IMMI Conference	-109.76	607	001-613-6240

5,035.79

POSTING & PAYMENT DATE:

April 19, 2021

City Administrator

For: April 12, 2021 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Bellis, Interim Library Director

**Nevada Public Library
Special Memo Re: Luminous Lighting Proposal**

- At the March 15, 2021 meeting of the Nevada Public Library Board of Trustees, Collette Thomas from Luminous Lighting presented a proposal to replace the library building's current lighting with energy efficient LED lights (similar to projects which have been completed in other city buildings). The Board of Trustees voted to approve this proposal and move forward with the update to the library's lighting.



LIGHTING **PROPOSAL**

Prepared For:

Library Nevada

631 K ave

Nevada Ia 50201

Presented By:

Collette Thomas

515-402-0660

Proposal Date: February 10, 2021



ABOUT US

Unlike the many companies who were forced to consider green practices to remain viable in today's marketplace, Luminous was founded on ecology driven principles. Since the beginning, we realized that eco technologies would serve as the primary resource of the future. That knowledge provided a significant lead in research and development that has placed our company at the forefront of the green industry.

Today, as consumers become more educated about safer and sustainable energy alternatives, they prefer dealing with concentrated green technology companies. Having an investigative and implemental jump on new technologies and practices ensures that we can deliver products and services that are not only green but cost-effective. Green is not just a trend or a wave of the future—it is the future.

OBJECTIVES & BENEFITS

Objectives

1. Maximize savings while improving lighting output
2. Provide uniform light that maintains output over time
3. Justify the improvement with reasonable payback

Benefits

- Consumes 80% less energy than incandescent and 50% less energy than fluorescent
- Lower maintenance costs - most fixture applications rated for 100,000 hours (20+ years)
- No harmful mercury and low heat emission = lower cooling cost
- Color rendering and consistency is near perfect
- Emits few greenhouse gases and almost all components are 100% recyclable

LED Lamp

The light-emitting diode (LED) is one of today's most energy-efficient and rapidly-developing lighting technologies. Quality LED light bulbs last longer, are more durable, and offer comparable or better light quality than other types of lighting. The high efficiency and directional nature of LEDs makes them ideal for many industrial uses.



Crossover Analysis

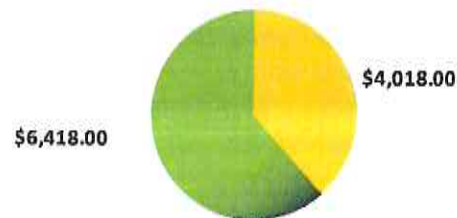
Use existing capital to create cash flow. With this option you can turn the savings into immediate cash flow. The requirement for this option is an initial cash outlay, which gives you 100% monthly savings.

Current Lighting Expense



■ Current Lighting

New Lighting Expense



■ New Lighting ■ Identified Savings

Chart Data

Energy and Savings

Current Lighting Expense	\$10,436.00
New Lighting Expense	\$4,018.00
Annual Savings	\$6,418.00
Current kWh Use	104,360
New kWh Use	40,180
Annual kWh Savings	64,180
kWh Load Reduction	61.50%
Annual Maintenance/AC Savings	\$1,406.47

Return

Total Monthly Savings	\$652.04
Total Return Over 1 Year	\$14,301.82
Total Return Over 5 Years	\$45,599.68
Total Return Over 10 Years	\$84,722.02
Total Return Over 20 Years	\$162,966.68

Rebates and Incentives

Estimated Utility Rebate	\$6,477.35
Estimated Tax Incentive <small>(Consult your tax advisor.)</small>	\$2,533.12

Payback Period in Years Before Rebates and Incentives	2.37
Payback Period in Years After Rebates and Incentives	1.22



CUSTOMER ACKNOWLEDGMENTS

- Pricing Valid for 30 days
- Figures or percentages indicated in this proposal are considered to be generated on the best efforts basis, based on certain stipulated conditions concerning blended kWh electricity rate; hours of operation; existing lighting system data, and proposed lighting system data. **All calculations or figures are estimates or based on estimated information.**
- HVAC operating hours source: Controlling Energy Consumption in Single Buildings, U.S. Department of the Navy, Naval Civil Engineering Lab, CR82.028, 1982
- HVAC savings calculated using formulas created by Rundquist Associates, using data from ASHRAE, validated by DOE-2 Computer modeling. Available at <http://www.lightsearch.com/resources/lightguides/hvac.html>

PROPOSAL ACCEPTANCE

Library Nevada

Investments

Product, Sales Tax and Shipping	\$11,039.84
Estimated Installation	\$7,500.00
Total Proposed Amount	\$18,539.84
Estimated Rebate	\$6,477.35
Estimated Net Cost	\$12,062.49

Luminous proposes hereby to furnish materials and services as specified herein:

Cash

- ☐ Standard cash payment is due with approval and customer purchase order. With regard to miscellaneous project costs and change orders (if any), a final invoice will be issued and due on receipt of invoice. All major credit cards accepted.

Finance

- ☐ Customer will approve and sign off on payment being made by Finance Company to Luminous upon availability of funds.

***Acceptance of proposal:** The prices, specifications and terms contained herein are satisfactory and are hereby accepted. I accept and agree to the items selected above and understand that best effort practices were used in the evaluation of my property. I accept that if some product was missed in the initial review and count of my property, I will be expected to pay for any additional product I choose to add during the installation process. Luminous is authorized to proceed with the project and to provide the products and services as specified. Payments will be made as outlined above. I have read and agree to the terms, conditions, and statements contained herein. Luminous is not affiliated with, nor represents, any utility company. Any and all presented rebate programs and rebate amounts are estimated and solely based on information given to Luminous from the utility company. All rebate matters are handled directly between the customer and the utility company.

Payment Notes:

CC#

Exp

CW/CVC

Zip

Customer Signature:

Date:

Name:

Email:

Title:

Purchase Order#:

Luminous Signature:

Name:

Date:

Collette Thomas

Library Nevada



CUSTOMER

Library Nevada
631 K ave
Nevada Ia
Kerin Jeremy

Consultant: Collette Thomas

PRODUCT SUMMARY

<i>Location</i>	<i>Item Description</i>	<i>Quantity</i>
	4k 12w	578
	4ft T5 25w 4k	44



Alliant Energy CUSTOMER PROPOSAL

Kerin Kerin
631 K ave
Nevada, IA 50201
2/11/2021, 11:01:20 AM

Dear Kerin Kerin,

Luminous LLC is pleased to present this Project Summary for the equipment survey performed at your facility by Collette Thomas on 2/11/2021.

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

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

Right to Cancel:

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

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

Sincerely,
Collette Thomas

NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT OF CITY
OF NEVADA CODE OF ORDINANCES BY ADDING CHAPTER 114
ELECTRIC TRANSMISSION FRANCHISE AGREEMENT WITH ITC
MIDWEST LLC TO CONSTRUCT AND OPERATE AN ELECTRIC
TRANSMISSION SYSTEM IN THE CITY

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Nevada City Hall Council Chambers, Nevada, Iowa, on April 26, 2021, the City Council of the City of Nevada, Iowa, will hold a public hearing on the question of amending the Code of Ordinances of the City of Nevada Iowa, by Adding Chapter 114, Electric Transmission Franchise Agreement with ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp., its successors and assigns, a non-exclusive twenty-five year Franchise to acquire, construct, erect, maintain and operate an Electric Transmission System in the City of Nevada, Iowa. A copy of the proposed Ordinance is on file for public inspection in the office of the City Clerk.

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

Kerin Wright
City Clerk

**CITY OF NEVADA, IOWA
ELECTRIC TRANSMISSION FRANCHISE**

ORDINANCE NO. 1017 (2020/2021)

**AN ORDINANCE AMENDING THE CITY CODE OF NEVADA, IOWA BY ADDING
CHAPTER 114, ELECTRIC TRANSMISSION FRANCHISE WITH ITC MIDWEST LLC**

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Nevada, Story County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, equipment and substations for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Nevada, Story County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Nevada, Story County, Iowa, for the period of twenty-five (25) years, subject to a limited right of cancellation at the end of the sixth (6th), twelfth (12th), and eighteenth (18th) year anniversaries of the Anniversary Date; and granting the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Nevada, Story County, Iowa, hereinafter referred to as the "City":

Section 1. Grant.

There is hereby granted to the Company the right and non-exclusive franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, equipment and substations for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years, subject to a limited right of cancellation at the end of the sixth (6th), twelfth (12th), and eighteenth (18th) year anniversaries of the Anniversary Date; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. Indemnification.

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, avenues, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. The Company, its successors and assigns shall indemnify, defend and hold the City free and harmless from all claims, demands, losses, damages, costs and expenses (including, but not limited to, court costs, fines, penalties, and reasonable attorneys' fees), judgments, liabilities and causes of action of any nature arising from the negligent acts or omissions of the Company, its employees, contractors and agents in the erection, operation or maintenance of the transmission system.

Section 3. Excavations.

In making any excavations in any street, alley, public right-of-way, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals in compliance with the current federal, state, and local standards and requirements for traffic control, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent

settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. All excavations, restoration work, construction materials, and construction practices shall be in compliance with the current City standard specifications for work in the right-of-way. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition. In the event the Company fails to restore the work area in accordance with this section as promptly as is practical, the City and the Company shall meet to resolve the issue within 10 days of notice. If the parties agree in writing, the City may complete the necessary work at the expense of the Company.

Section 4. Relocation.

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on or over any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public infrastructure or improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternate location for the Company's Facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities until the reasonable cost of relocating the same are paid to the Company.

Section 5. Modern System.

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition.

Section 6. Vegetation Management.

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company is authorized and empowered to remove, cut, trim, destroy, or otherwise control any tree, shrub, brush, bush or any parts thereof located within or extending into any street, alley, right-of-way or public grounds. The foregoing vegetation management shall be completed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time. If requested by the City, Company will meet with the City to discuss the removal of any tree with a trunk, in whole or in part, in the public right-of-way that is part of any planned non-emergency vegetation work.

Section 7. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 8. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 9. Permits.

Company shall obtain all applicable city permits prior to commencing scheduled non-emergency work in the City right-of-way. For storm restoration or other emergency work the Company may proceed with the work without first applying for a permit, provided, however, that the Company shall apply for and obtain any applicable permits as soon as practicable after commencing such work.

Section 10. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days, unless otherwise agreed between the City and Company, from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 4. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

Section 11. Severability.

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

Section 12. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company, subject to a limited right of cancellation at the end of the sixth (6th), twelfth (12th), and eighteenth (18th) year anniversaries of the Anniversary Date. The anniversary date shall be the date this franchise is filed with the City Clerk or otherwise becomes effective by operation of law.

Section 13. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 15. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 16. Future Developments.

The City agrees it will not permit or grant approval for any development, construction or land uses in the City that would result in or cause the Company's Facilities to violate setback requirements, safety requirements or any other provision of the National Electric Safety Code or any law, regulation or ordinance of the State of Iowa, Story County or the City.

Section 17. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

Section 18. Forfeiture and Termination.

The continuing violation of any material portion of the franchise by the Company, or its failure to perform any of the provisions of the franchise, may be cause for forfeiture of the franchise and the termination of all rights under this chapter. If the City believes there to be a default under the franchise, it may provide a written notice to the Company, describing the alleged default, stating whether a forfeiture and termination of the franchise will be sought after the cure period, and proposing a reasonable time to sure the default, which shall not be less than sixty (60) days from the date of the written notice. Company may respond to such notice as it deems appropriate, which may include agreeing to the proposed cure period, proposing a different time to accomplish the cure of the default, or an alternative resolution. If Company has not cured the default within the agreed-upon cure period and any extensions thereto, the City may proceed to terminate the franchise agreement and the same shall be deemed forfeited by the Company as provided above. Company shall not be considered to be in breach of this franchise if it has operated in compliance with state law, federal law, or other governmental or regulatory authority. Company shall also not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the City.

Brett Barker, Mayor

Attest: _____
Kerin Wright, City Clerk

(SEAL)

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

Notice is hereby given that a proposed 100% voluntary annexation has been requested and the Planning and Zoning Commission of the City of Nevada, Iowa has recommended that the City Council of Nevada, Iowa annex the following described real estate, situated in Story County, Iowa, and owned by Verbio Nevada, LLC and Union Pacific Railroad:

The East Three-Fourths of the Northwest Quarter of the Northeast Quarter (E3/4 NW1/4 NE1/4); Northeast Quarter of the Northeast Fractional Quarter (NE1/4 NE Frl. ¼); East Three-Fourths of the Southwest Quarter of the Northeast Quarter (E3/4 SW1/4 NE1/4); Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) North of the RR; Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) North of the RR., all in Section Four (4), Township Eighty-three (83) North, Range Twenty-three (23), West of the 5th P.M., Story County, Iowa. Said parcel to contract 103 acres, more or less.

AND

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

Notice is further given that the City Council of Nevada, Iowa will conduct a hearing and consider the petition for annexation at its regular meeting beginning at {time to be determined} on April 29, 2021, in the Council Chambers of City Hall located at 1209 6th Street, Nevada, Iowa 50201, at which time all interested parties are invited to comment. The petition for annexation is on file in the office of the City Clerk. Any interested person may appear at the hearing. This notice is published and mailed as required by sections 362.2 and 368.7 of the Code of Iowa by order of the City Council.

Kerin Wright, Clerk

CITY OF NEVADA

VOLUNTARY ANNEXATION PETITION

APPLICATION FORM

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

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

Union Pacific ROW adjacent to VerBio plant

Legal Description (attach, if lengthy):

2. Section:3 Township:83 Range:23 Railroad ROW in Section 3 Lying West of Westline of HOIC AG SD

3. **Property Owner:** Union Pacific Railroad

Address: 1400 Douglas St. Omaha NE 68179
(Street) (City) (State) (Zip)

Telephone: N/A 402-544-7510 402-501-0340
(Home) (Business) (Fax)

4. **Applicant:** Union Pacific Railroad

Address: 1400 Douglas St. Omaha NE 68179
(Street) (City) (State) (Zip)

Telephone: 402-544-7510
(Home) (Business) (Fax)

5. **Contact Person:** Mike Gibilisco

Address: 1400 Douglas St. Omaha NE 68179
(Street) (City) (State) (Zip)

Telephone: 402-544-7510
(Home) (Business) (Fax)

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

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

Signed by:  Date: 3-23-2021
(PROPERTY OWNER) for Union Pacific
(Note: No other signature may be substituted for the Property Owner's Signature.)

and:  Date: 3-23-2021
(APPLICANT) for Union Pacific

and:  Date: 3-23-2021
(Contact Person)

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

CITY OF NEVADA

VOLUNTARY ANNEXATION PETITION

APPLICATION FORM

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

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

Legal Description (attach, if lengthy):

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

2. _____

3. **Property Owner:** Verbio Nevada LLC

Address: 59219 Lincoln Highway Nevada IA 50010
(Street) (City) (State) (Zip)

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

4. **Applicant:**

Address: 59219 Lincoln Highway Nevada IA 50010
(Street) (City) (State) (Zip)

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

5. Contact Person:

Address: 59219 Lincoln Highway Nevada IA 50010
(Street) (City) (State) (Zip)

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

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

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

Signed by: Greg Faith Date: 3-9-21
(PROPERTY OWNER)

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

and: Greg Faith Date: 3-9-21
(APPLICANT)

and: Greg Faith Date: 3-9-21
(Contact Person)

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

VOLUNTARY ANNEXATION PETITION

Checklist

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

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

- ❑ **A Legal Description** of the property proposed for annexation, including the amount of land to be annexed. (Please attach.)
- ❑ **A Rezoning Petition** must be included with this **Petition for Voluntary Annexation** if zoning other than AR (Agriculture-Residential) is requested.
- ❑ **A Plat** that includes the following:
 - ✓ **Drawn to scale;**
 - ✓ **Date of submittal;**
 - ✓ **North arrow;**
 - ✓ **Boundaries of the property proposed for annexation;**
 - ✓ **The Plat must show the relationship of the subject property(ies) to the existing corporate limits;**
 - ✓ **The plat must include the certification of a registered and licensed surveyor.**

The annexation is complete when the Secretary of State receives the plat and resolution, and the City Clerk files copies with the other required agencies.

RESOLUTION NO. 090 (2020/2021)

**APPOINTING REPRESENTATIVES TO THE
STORY COUNTY ECONOMIC DEVELOPMENT GROUP**

BE IT RESOLVED by the City Council of Nevada, Iowa:

1. The City Council and the Mayor, respectively, have authority, as described in article III, section 38A of the Constitution of the State of Iowa, in Chapter 372 of the Code of Iowa, and in the Municipal Code as indicated below to appoint certain city officers.
2. The City Council hereby makes the following appointments:

City Representative
Representative
Alternate(s)

Appointee
John Hall
Jordan Cook

3. The City Council finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, safety, welfare, comfort, and convenience of the City and its citizens, all as provided for in and permitted by section 364.1 of the Code of Iowa.
4. All other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the City Council as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law.

Passed and approved this 12th day of April, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 090 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 090 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 090 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12th day of April, 2021.

Kerin Wright, City Clerk

Contractor's Monthly Payment Estimate

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

Estimate No. 10 Date: 3/31/2020

Period Ending: 3/31/2021

NO.	ITEM	CONTRACT				WORK COMPLETED							
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE	
1.	CLEARING AND GRUBBING	UNIT	50	\$ 100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
2.	TOPSOIL, OFF-SITE	CY	179	\$ 100.00	\$ 17,900.00	28.00	\$ 2,800.00	0.00	\$ -	28.00	\$ 2,800.00	\$ 140.00	15.64%
3.	EXCAVATION CLASS 10	CY	8,631	\$ 22.00	\$ 189,882.00	4,000.00	\$ 88,000.00	0.00	\$ -	4,000.00	\$ 88,000.00	\$ 4,400.00	46.34%
4.	BELOW GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
5.	SUBGRADE PREPARATION	SY	25,514	\$ 4.00	\$ 102,056.00	13,285.00	\$ 53,140.00	0.00	\$ -	13,285.00	\$ 53,140.00	\$ 2,657.00	52.07%
6.	SUBBASE, MODIFIED, 6"	SY	25,514	\$ 10.00	\$ 255,140.00	13,285.00	\$ 132,850.00	0.00	\$ -	13,285.00	\$ 132,850.00	\$ 6,642.50	52.07%
7.	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	LF	1,908	\$ 130.00	\$ 248,040.00	1,506.00	\$ 195,780.00	0.00	\$ -	1,506.00	\$ 195,780.00	\$ 9,789.00	78.90%
8.	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	3,244	\$ 125.00	\$ 405,500.00	2,802.00	\$ 350,250.00	0.00	\$ -	2,802.00	\$ 350,250.00	\$ 17,512.50	66.31%
9.	REMOVAL OF SANITARY SEWER, VCP, 8"	LF	1,695	\$ 19.00	\$ 32,205.00	1,150.00	\$ 21,850.00	0.00	\$ -	1,150.00	\$ 21,850.00	\$ 1,092.50	67.85%
10.	STORM SEWER, TRENCHED, RCP, HOPE, 1.5"	LF	46	\$ 71.00	\$ 3,266.00	46.00	\$ 3,266.00	0.00	\$ -	46.00	\$ 3,266.00	\$ 163.30	100.00%
11.	STORM SEWER, TRENCHED, RCP, 8"	LF	36	\$ 110.00	\$ 3,960.00	24.00	\$ 2,640.00	0.00	\$ -	24.00	\$ 2,640.00	\$ 132.00	66.67%
12.	STORM SEWER, TRENCHED, RCP, 12"	LF	243	\$ 162.00	\$ 39,366.00	143.00	\$ 23,166.00	0.00	\$ -	143.00	\$ 23,166.00	\$ 1,158.30	58.85%
13.	STORM SEWER, TRENCHED, RCP, 15"	LF	949	\$ 155.00	\$ 147,095.00	317.40	\$ 49,197.00	21.00	\$ 3,255.00	338.40	\$ 52,452.00	\$ 2,622.80	35.86%
14.	STORM SEWER, TRENCHED, RCP, 16"	LF	1,527	\$ 159.00	\$ 242,793.00	729.80	\$ 116,038.20	272.00	\$ 43,248.00	1,001.80	\$ 159,286.20	\$ 7,964.31	65.61%
15.	STORM SEWER, TRENCHED, RCP, 24"	LF	1,174	\$ 173.00	\$ 203,102.00	1,145.00	\$ 198,085.00	27.00	\$ 4,671.00	1,172.00	\$ 202,756.00	\$ 10,137.80	99.83%
16.	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36"	LF	4,245	\$ 19.00	\$ 80,655.00	1,029.00	\$ 19,551.00	322.00	\$ 6,118.00	1,351.00	\$ 25,669.00	\$ 1,283.45	31.83%
17.	SUBDRAIN, PERFORATED PVC, 8"	LF	5,611	\$ 18.00	\$ 100,998.00	2,487.00	\$ 44,766.00	0.00	\$ -	2,487.00	\$ 44,766.00	\$ 2,238.30	44.32%
18.	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"	EA	8	\$ 800.00	\$ 6,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
19.	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	32	\$ 500.00	\$ 16,000.00	16.00	\$ 8,000.00	0.00	\$ -	16.00	\$ 8,000.00	\$ 400.00	50.00%
20.	FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	40	\$ 690.00	\$ 27,600.00	3.00	\$ 2,070.00	13.00	\$ 8,970.00	16.00	\$ 11,040.00	\$ 552.00	40.00%
21.	STORM SEWER SERVICE STUB, PVC, 6"	LF	400	\$ 38.00	\$ 15,200.00	44.00	\$ 1,672.00	256.00	\$ 9,728.00	300.00	\$ 11,400.00	\$ 570.00	75.00%
22.	STORM SEWER SERVICE STUB, HDPE, 1-1/2"	EA	61	\$ 2,700.00	\$ 164,700.00	48.00	\$ 129,600.00	0.00	\$ -	48.00	\$ 129,600.00	\$ 6,480.00	78.89%
23.	WATER MAIN, TRENCHED, PVC, 3" RESTRAINED JOINT	LF	10	\$ 75.00	\$ 750.00	5.00	\$ 375.00	0.00	\$ -	5.00	\$ 375.00	\$ 18.75	50.00%
24.	WATER MAIN, TRENCHED, PVC, 4" RESTRAINED JOINT	LF	5	\$ 82.00	\$ 410.00	60.00	\$ 4,920.00	0.00	\$ -	60.00	\$ 4,920.00	\$ 246.00	1200.00%
25.	WATER MAIN, TRENCHED, PVC, 6" RESTRAINED JOINT	LF	36	\$ 61.00	\$ 2,196.00	60.00	\$ 3,660.00	0.00	\$ -	60.00	\$ 3,660.00	\$ 183.00	168.87%
26.	WATER MAIN, TRENCHED, PVC, 8" UNRESTRAINED JOINT	LF	1,550	\$ 60.00	\$ 93,000.00	1,020.00	\$ 61,200.00	0.00	\$ -	1,020.00	\$ 61,200.00	\$ 3,060.00	65.81%
27.	WATER MAIN, TRENCHED, PVC, 8" RESTRAINED JOINT	LF	1,684	\$ 70.00	\$ 117,880.00	1,167.00	\$ 81,690.00	0.00	\$ -	1,167.00	\$ 81,690.00	\$ 4,084.50	89.30%
28.	WATER MAIN, TRENCHED, PVC, 10" RESTRAINED JOINT	LF	50	\$ 78.00	\$ 3,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
29.	WATER MAIN, TRENCHED, PVC, 12" UNRESTRAINED JOINT	LF	400	\$ 68.00	\$ 27,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
30.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	531	\$ 88.00	\$ 46,728.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
31.	WATER MAIN, TRENCHED, DUCTILE IRON, 4" RESTRAINED JOINT	LF	5	\$ 155.00	\$ 775.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
32.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" UNRESTRAINED JOINT	LF	325	\$ 78.00	\$ 25,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
33.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" RESTRAINED JOINT	LF	112	\$ 90.00	\$ 10,080.00	20.00	\$ 1,800.00	0.00	\$ -	20.00	\$ 1,800.00	\$ 90.00	17.86%
34.	FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12,049	\$ 11.00	\$ 132,539.00	6,266.00	\$ 68,926.00	0.00	\$ -	6,266.00	\$ 68,926.00	\$ 3,446.30	52.00%
35.	WATER SERVICE STUB, 1-1/2" PE SDR 9	EA	73	\$ 1,730.00	\$ 126,290.00	46.00	\$ 79,580.00	0.00	\$ -	46.00	\$ 79,580.00	\$ 3,919.00	63.01%
36.	WATER SERVICE PIPE, 1-1/2" PE SDR 9	LF	4,481	\$ 30.00	\$ 134,430.00	2,633.00	\$ 78,990.00	0.00	\$ -	2,633.00	\$ 78,990.00	\$ 3,949.50	58.78%
37.	VALVE, DI MU GATE, 3"	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	\$ 50.00	100.00%
38.	VALVE, DI MU GATE, 8"	EA	27	\$ 1,550.00	\$ 41,850.00	18.00	\$ 27,900.00	0.00	\$ -	18.00	\$ 27,900.00	\$ 1,395.00	86.67%
39.	VALVE, DI MU GATE, 12"	EA	12	\$ 2,400.00	\$ 28,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
40.	VALVE, INSERTION VALVE, 4"-12"	EA	6	\$ 13,500.00	\$ 81,000.00	4.00	\$ 54,000.00	0.00	\$ -	4.00	\$ 54,000.00	\$ 2,700.00	66.67%

41.	FIRE HYDRANT ASSEMBLY	EA	13	\$ 5,250.00	\$ 68,250.00	7.00	\$ 36,750.00	0.00	\$ -	7.00	\$ 36,750.00	1,837.50
42.	FIRE HYDRANT ASSEMBLY REMOVAL	EA	9	\$ 1,800.00	\$ 16,200.00	5.00	\$ 9,000.00	0.00	\$ -	5.00	\$ 9,000.00	450.00
43.	VALVE REMOVAL	EA	25	\$ 750.00	\$ 18,750.00	12.00	\$ 6,000.00	0.00	\$ -	12.00	\$ 6,000.00	450.00
44.	SAINTARY MANHOLE, SW-301, 48"	EA	8	\$ 4,100.00	\$ 32,800.00	5.00	\$ 20,500.00	0.00	\$ -	5.00	\$ 20,500.00	1,025.00
45.	STORM MANHOLE, SW-401, 48"	EA	10	\$ 3,900.00	\$ 39,000.00	3.00	\$ 11,700.00	1.00	\$ 3,900.00	4.00	\$ 15,600.00	780.00
46.	STORM MANHOLE, SW-401, 60"	EA	3	\$ 5,200.00	\$ 15,600.00	2.00	\$ 6,400.00	1.00	\$ 5,200.00	3.00	\$ 15,600.00	780.00
47.	STORM MANHOLE, SW-401, 72"	EA	1	\$ 6,300.00	\$ 6,300.00	1.00	\$ 6,300.00	0.00	\$ -	1.00	\$ 6,300.00	315.00
48.	INTAKE, SW-501	EA	11	\$ 3,400.00	\$ 37,400.00	4.00	\$ 13,600.00	0.00	\$ -	4.00	\$ 13,600.00	680.00
49.	INTAKE, SW-505	EA	10	\$ 6,500.00	\$ 65,000.00	6.00	\$ 39,000.00	0.00	\$ -	6.00	\$ 39,000.00	1,950.00
50.	INTAKE, SW-511	EA	10	\$ 5,000.00	\$ 50,000.00	2.00	\$ 10,000.00	5.00	\$ 25,000.00	7.00	\$ 35,000.00	1,750.00
51.	REMOVE MANHOLE	EA	34	\$ 600.00	\$ 20,400.00	17.00	\$ 10,200.00	4.00	\$ 4,000.00	21.00	\$ 12,600.00	630.00
52.	REMOVE INTAKE	EA	12	\$ 600.00	\$ 7,200.00	8.00	\$ 4,800.00	0.00	\$ -	8.00	\$ 4,800.00	240.00
53.	PAVEMENT, PCC, 7 INCH	SY	3,066	\$ 60.00	\$ 183,960.00	728.00	\$ 43,680.00	0.00	\$ -	728.00	\$ 43,680.00	2,184.00
54.	PAVEMENT, PCC, 8 INCH	SY	17,434	\$ 68.00	\$ 1,185,512.00	10,771.00	\$ 732,428.00	0.00	\$ -	10,771.00	\$ 732,428.00	36,621.40
55.	PAVEMENT, PCC, 9 INCH	SY	3,117	\$ 73.00	\$ 227,541.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
56.	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
57.	REMOVAL OF SIDEWALK	SY	5,591	\$ 10.00	\$ 55,910.00	3,807.00	\$ 38,070.00	358.00	\$ 0.00	4,165.00	\$ 41,650.00	2,082.50
58.	REMOVAL OF DRIVEWAY	SY	1,178	\$ 10.00	\$ 11,780.00	399.00	\$ 3,990.00	0.00	\$ -	399.00	\$ 3,990.00	199.50
59.	SIDEWALK, PCC, 4 INCH	SY	197	\$ 50.00	\$ 9,850.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
60.	SIDEWALK, PCC REINFORCED, 5 INCH	SY	4,773	\$ 65.00	\$ 310,305.00	57.00	\$ 3,705.00	0.00	\$ -	57.00	\$ 3,705.00	185.25
61.	SIDEWALK, PCC REINFORCED, 6 INCH	SY	774	\$ 120.00	\$ 92,880.00	1,126.00	\$ 135,120.00	0.00	\$ -	1,126.00	\$ 135,120.00	6,756.00
62.	PAVER SIDEWALK WITH PAVEMENT BASE	SF	2,485	\$ 30.00	\$ 74,550.00	322.00	\$ 9,660.00	0.00	\$ -	322.00	\$ 9,660.00	483.00
63.	DETECTABLE WARNING	SY	628	\$ 1,007	\$ 632,416.00	341.00	\$ 341,000.00	0.00	\$ -	341.00	\$ 341,000.00	1,705.00
64.	DRIVEWAY, PAVED, PCC, 8 INCH	SY	3,500	\$ 140.00	\$ 490,000.00	147.00	\$ 14,700.00	0.00	\$ -	147.00	\$ 14,700.00	735.00
65.	GRANULAR SURFACING	SY	924	\$ 140.00	\$ 129,360.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
66.	FULL DEPTH PATCHING, PCC/HMA	SY	24,873	\$ 8.00	\$ 199,064.00	11,535.00	\$ 92,280.00	3,520.00	\$ 0.00	15,055.00	\$ 107,335.00	5,366.75
67.	PAVEMENT REMOVAL	SY	190	\$ 180.00	\$ 34,200.00	73.61	\$ 11,777.60	0.00	\$ -	73.61	\$ 11,777.60	588.88
68.	PAINTED PAVEMENT MARKINGS, DURABLE	EA	29	\$ 420.00	\$ 12,180.00	8.00	\$ 3,360.00	0.00	\$ -	8.00	\$ 3,360.00	168.00
69.	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	102	\$ 160.00	\$ 16,320.00	73.61	\$ 11,777.60	0.00	\$ -	73.61	\$ 11,777.60	588.88
70.	GROOVES CUT FOR PAVEMENT MARKINGS	EA	29	\$ 210.00	\$ 6,090.00	8.00	\$ 1,680.00	0.00	\$ -	8.00	\$ 1,680.00	84.00
71.	GROOVES CUT FOR SYMBOLS AND LEGENDS	LS	1	\$ 50,000.00	\$ 50,000.00	0.60	\$ 30,000.00	0.10	\$ 5,000.00	0.70	\$ 35,000.00	1,750.00
72.	TEMPORARY TRAFFIC CONTROL	LS	75	\$ 100.00	\$ 7,500.00	42.00	\$ 4,200.00	0.00	\$ -	42.00	\$ 4,200.00	210.00
73.	SOD	LS	1	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00	0.00	\$ -	0.50	\$ 2,500.00	125.00
74.	SWPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	0.50	\$ 2,500.00	0.00	\$ -	0.50	\$ 2,500.00	125.00
75.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 2.00	\$ 400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
76.	REMOVAL OF SEDIMENT	LF	200	\$ 1.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
77.	INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$ 200.00	\$ 5,600.00	6.00	\$ 1,200.00	0.00	\$ -	6.00	\$ 1,200.00	60.00
78.	INLET PROTECTION DEVICE, MAINTENANCE	EA	28	\$ 30.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
79.	CONCRETE STEPS, TYPE A	SF	195	\$ 120.00	\$ 23,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
80.	MOBILIZATION	LS	1	\$ 380,000.00	\$ 380,000.00	0.45	\$ 162,000.00	0.05	\$ 18,000.00	0.50	\$ 180,000.00	9,000.00
81.	TEMPORARY GRANULAR SIDEWALK	SY	500	\$ 20.00	\$ 10,000.00	49.00	\$ 980.00	0.00	\$ -	49.00	\$ 980.00	49.00
82.	TEMPORARY LONGITUDINAL CHANNELIZING DEVICE	LF	6,204	\$ 5.50	\$ 34,122.00	1,793.00	\$ 9,861.50	0.00	\$ -	1,793.00	\$ 9,861.50	493.08
83.	CONCRETE WASHOUT	LS	1	\$ 14,000.00	\$ 14,000.00	0.25	\$ 3,500.00	0.00	\$ -	0.25	\$ 3,500.00	175.00
84.	REMOVAL OF LIGHT POLE	EA	75	\$ 135.00	\$ 10,125.00	46.00	\$ 6,210.00	0.00	\$ -	46.00	\$ 6,210.00	310.50
85.	REMOVAL LIGHT POLE AND RETROFIT	EA	4	\$ 1,650.00	\$ 6,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
86.	REMOVAL OF CONCRETE FOUNDATION OF LIGHT POLE	EA	79	\$ 300.00	\$ 23,700.00	46.00	\$ 13,800.00	8.00	\$ 2,400.00	54.00	\$ 16,200.00	810.00
87.	NEW LIGHT POLE AND FOUNDATION	EA	78	\$ 7,800.00	\$ 608,400.00	42.00	\$ 327,600.00	0.00	\$ -	42.00	\$ 327,600.00	16,380.00
88.	INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	4	\$ 2,100.00	\$ 8,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
89.	PAD-MOUNT LIGHTING CONTROL STATION	EA	2	\$ 10,000.00	\$ 20,000.00	1.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	500.00
90.	WALL-MOUNT LIGHTING CONTROL STATION	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
91.	METER SOCKET	EA	1	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
92.	POWER OUTLET PEDESTAL	EA	12	\$ 2,000.00	\$ 24,000.00	10.00	\$ 9,100.00	0.00	\$ -	10.00	\$ 9,100.00	455.00
93.	HANDHOLE - TYPE II	EA	13	\$ 910.00	\$ 11,830.00	8.00	\$ 1,500.00	0.00	\$ -	8.00	\$ 1,500.00	75.00
94.	HANDHOLE - TYPE IV - MODIFIED	EA	3	\$ 1,500.00	\$ 4,500.00	1.00	\$ 1,500.00	0.00	\$ -	1.00	\$ 1,500.00	75.00
95.	CONDUIT - 1.5" PVC, TRENCHED	LF	7,503	\$ 7.00	\$ 52,521.00	3,500.00	\$ 24,500.00	0.00	\$ -	3,500.00	\$ 24,500.00	1,225.00
96.	CONDUIT - 2" PVC, TRENCHED	LF	511	\$ 7.00	\$ 3,577.00	180.00	\$ 1,260.00	0.00	\$ -	180.00	\$ 1,260.00	63.00
97.	CONDUIT - 2.5" PVC, TRENCHED	LF	1,046	\$ 8.00	\$ 8,368.00	1,046.00	\$ 8,368.00	0.00	\$ -	1,046.00	\$ 8,368.00	418.40
98.	CONDUIT - 3" PVC, TRENCHED	LF	450	\$ 8.00	\$ 3,600.00	300.00	\$ 2,400.00	0.00	\$ -	300.00	\$ 2,400.00	120.00
99.	CONDUIT - 1.5" PVC, BORED	LF	140	\$ 15.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
100.	CONDUIT - 2" PVC, BORED	LF	250	\$ 15.00	\$ 3,750.00	200.00	\$ 3,000.00	0.00	\$ -	200.00	\$ 3,000.00	150.00
101.	CONDUIT - 2.5" PVC, BORED	LF	180	\$ 25.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
102.	CONDUIT - 2" GRS	LF	13	\$ 22.00	\$ 286.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -

53.85% 55.96% 48.00% 82.50% 100.00% 100.00% 70.00% 61.76% 68.67% 73.74% 81.78% 0.00% 0.00% 33.87% 0.00% 67.82% 7.36% 45.13% 51.27% 33.86% 4.20% 0.00% 60.53% 38.74% 27.29% 72.11% 27.29% 70.60% 50.00% 0.00%

103.	CONDUIT - 2.5" GRS	LF	12	\$	25.00	\$	300.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
104.	WIRE - 1/2" #8 AWG, INSULATED	LF	21,530	\$	1.00	\$	21,530.00	14,000.00	\$	14,000.00	0.00	\$	-	14,000.00	\$	14,000.00	65.03%	
105.	WIRE - 1/2" #6 AWG, INSULATED	LF	5,812	\$	1.00	\$	5,812.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
106.	WIRE - 1/2" #20 AWG, INSULATED	LF	1,335	\$	4.00	\$	5,340.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
107.	WIRE - 1/2" #30 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
108.	WIRE - 1/2" #250 kcmil, INSULATED	LF	7,039	\$	7.00	\$	49,273.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
109.	WIRE - 1/2" #350 kcmil, INSULATED	LF	326	\$	9.00	\$	2,934.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
110.	WIRE - 1/2" #8 AWG, BARE	LF	6,864	\$	1.00	\$	6,864.00	10,080.00	\$	10,080.00	0.00	\$	-	10,080.00	\$	10,080.00	147.07%	
111.	WIRE - 1/2" #8 AWG, BARE	LF	2,208	\$	1.00	\$	2,208.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
112.	WIRE - 1/2" #4 AWG, BARE	LF	1,716	\$	2.00	\$	3,432.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
113.	WIRE - 1/2" #2 AWG, BARE	LF	40	\$	3.00	\$	120.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%	
114.	TEMPORARY CABLE - #1/0, #10, #2 ALUM TRIPLEX	LF	300	\$	6.00	\$	1,800.00	300.00	\$	1,800.00	0.00	\$	-	300.00	\$	1,800.00	100.00%	
115.	TEMPORARY CABLE - #1/0, #10, #2 ALUM TRIPLEX	LF	2,095	\$	7.00	\$	14,665.00	2,095.00	\$	14,665.00	0.00	\$	-	2,095.00	\$	14,665.00	100.00%	
116.	TEMPORARY LIGHT STRING ASSEMBLY	EA	4	\$	350.00	\$	1,400.00	4.00	\$	1,400.00	0.00	\$	-	4.00	\$	1,400.00	100.00%	
117.	INSTALL/REMOVE TEMPORARY SIDEWALK	EA	20	\$	200.00	\$	4,000.00	20.00	\$	4,000.00	0.00	\$	-	20.00	\$	4,000.00	100.00%	
118.	ADDITIONAL LONGITUDINAL CHANNELING DEVICE	LS	1	\$	5,900.00	\$	5,900.00	1.00	\$	5,900.00	0.00	\$	-	1.00	\$	5,900.00	100.00%	
119.	REPAIR 10" STORM SEWER, CO #2	LS	1	\$	1,775.24	\$	1,775.24	1.00	\$	1,775.24	0.00	\$	-	1.00	\$	1,775.24	100.00%	
120.	ABANDON WATER MAIN, CO #2	LS	1	\$	7,141.36	\$	7,141.36	1.00	\$	7,141.36	0.00	\$	-	1.00	\$	7,141.36	100.00%	
121.	MATERIALS STORED ONSITE - LIGHT POLES	EA	0	\$	5,500.00	\$	-	36.00	\$	198,000.00	0.00	\$	-	36.00	\$	198,000.00	100.00%	
122.	SIDEWALK DRAIN TILE JAVE AT 6TH ST., CO #4	LS	1	\$	792.00	\$	792.00	1.00	\$	792.00	0.00	\$	-	1.00	\$	792.00	100.00%	
123.	WINDOW WELL CONC PAD, 937 6TH ST., CO #4	LS	1	\$	1,771.00	\$	1,771.00	1.00	\$	1,771.00	0.00	\$	-	1.00	\$	1,771.00	100.00%	
124.	ROCK LANDSCAPE AT 624 J AVE, CO #4	LS	1	\$	2,802.03	\$	2,802.03	1.00	\$	2,802.03	0.00	\$	-	1.00	\$	2,802.03	100.00%	
125.	LIGHT POLE BASE MOD., LA201 AND 202, CO#4	LS	1	\$	3,892.35	\$	3,892.35	1.00	\$	3,892.35	0.00	\$	-	1.00	\$	3,892.35	100.00%	
	TOTAL					\$	7,874,923.98		\$	64,304,128.88		\$	169,630.00		\$	4,473,758.88	\$	223,687.94

CONTRACTOR: **CBD INFRASTRUCTURE (Downtown)**
CON-STRUCT, INC #1188

HRG # 180306
FUND 315 210-6761 STS

SET PH HEARING DATE 1/27/2020 Reso 024 (2019/2020)
PUBLICATION 1/30/2020
Bid Received 2/19/2020
PH DATE 2/24/2020

210-6780 WTR
210-6781 SE
210-6782 STRM

APPROVE PLANS & SPECS Reso 029/030 (2019/2020) 2/24/2020
CONTRACT DATE:

Engineer's Estimate \$7,993,600.00
ORIGINAL CONTRACT AMOUNT: 7,850,850.00
Substantial Complete
Completion Date

AGREEMENT/CONTRACT, PERFORMANCE & BID BONDS, INS

AMOUNT	DATE	AMENDED CONTRACT AMOUNT:
Change Order #1	5/11/2020	7,856,750.00
Change Order #2	9/28/2020	7,865,666.60
Change Order #3	11/23/2020	7,870,154.09
Change Order #4	12/14/2020	7,879,411.47
Change Order #5		7,879,411.47
TOTAL CHANGE ORDERS		7,879,411.47 Amended Contract Amt

PARTIAL PAYMENT	AMOUNT	DATE PD	CHECK	RETAINAGE	
Request #1	213,808.43	4/14/2020	73348	11,253.08	225,061.51 This pay request was off a penny....
Request #2	452,916.30	5/13/2020	73510	23,837.70	476,754.00 11253.07??
Request #3	654,427.64	6/9/2020	73772	34,443.56	688,871.20
Request #4	436,406.25	7/13/2020	74057	22,968.74	459,374.99
Request #5	456,831.25	8/10/2020	74244	24,043.76	480,875.01
Request #6	798,108.30	9/14/2020		42,005.70	840,114.00
Request #7	723,694.42	10/12/2020		38,089.18	761,783.60
Request #8	149,384.65	11/9/2020		7,862.35	157,247.00
Request #9	203,345.20			10,702.37	214,047.57
Request #10	161,148.50			8,481.50	169,630.00

TOTAL AMOUNT PAID	4,250,070.94	Paid	53.94%	223,687.94	4,473,758.88
	3,629,340.53	Remaining	46.06%		

RESOLUTION NO. 047C (2019/2020)

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

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

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

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

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

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

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

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

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

1. That, consistent with the declarations of the WHO, the federal government, and the Governor of the State of Iowa, a Declaration of an emergency is hereby established by the City Council of Nevada, Iowa.

2. The Council hereby authorizes the Mayor and City Administrator to conduct such emergency measures as may be appropriate to safeguard the public health, safety and welfare of both our residents and visitors.

3. The Council authorizes a one-time increase of the signing thresholds for the Mayor and City Administrator for signing contracts of \$100,000 and for single checks \$100,000 without the prior approval of Council, but to be presented at the next Council meeting, or on a monthly basis to the Council for ratification.

4. The Council authorizes the Mayor Pro Tem to sign as an alternate signatory on contracts and checks for the Mayor on behalf of the City, should he be unavailable, and for the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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

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

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

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

Kerin Wright, City Clerk

(Issuance - Revenue)

420131-101

Nevada, Iowa

April 12, 2021

A meeting of the City Council of Nevada, Iowa, was held on April 12, 2021, at 6:00 o'clock p.m., at Nevada City Council Chambers, in the City.

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQ9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

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

Present: _____

Absent: _____.

The City Council took up for consideration a resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of Taxable Sewer Revenue Bonds.

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. 091 (2020/2021)

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$10,000,000 Taxable Sewer Revenue Bonds, Series 2021A

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

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

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

WHEREAS, pursuant to the Outstanding Bond Resolution, the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Bond under the terms and conditions set forth in the Outstanding Bond Resolution; and

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

WHEREAS, the City will use a portion of its authority under the Agreement to issue Taxable Sewer Revenue Bonds, Series 2021A (the “Bonds”); and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue the Bonds in evidence thereof in the principal amount of \$10,000,000 in order to pay the costs of the Project;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in the amount of \$10,000,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$10,000,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$10,000,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bond and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

TAXABLE SEWER REVENUE BOND, SERIES 2021A

No. R-1 \$10,000,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2041	April 30, 2021

The City of Nevada (the “City”), in Story County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TEN MILLION DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2021, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2022, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the

cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021 and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF NEVADA, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entireties	(Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____
		(Minor)
		under Uniform Transfers to Minors Act

		(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2022	\$ 1,000	2032	\$523,000
2023	\$438,000	2033	\$534,000
2024	\$447,000	2034	\$544,000
2025	\$455,000	2035	\$555,000
2026	\$465,000	2036	\$566,000
2027	\$474,000	2037	\$578,000
2028	\$483,000	2038	\$589,000
2029	\$493,000	2039	\$601,000
2030	\$503,000	2040	\$613,000
2031	\$513,000	2041	\$625,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as any of the Bonds, the Outstanding Bond or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bond and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolution shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bond. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bond. The provisions of the Outstanding Bond Resolution and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City's Sewer Revenue Fund ("Sewer Revenue Fund") created under the Outstanding Bond Resolution. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolution, be used to pay the principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolution, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein referred to as the "Sinking Fund"), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bond, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the

security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolution, and paid into the Sinking Fund shall be not less than as follows:

Commencing on May 1, 2021, and continuing to and including November 1, 2021, an amount equal to 1/7th of the installment of interest coming due on December 1, 2021, and thereafter, commencing on December 1, 2021, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on December 1, 2021 and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provision shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bond and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolution whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first paying the Operating Expenses and making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bond and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolution and this resolution, any balance in the Surplus Fund may be

expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bond and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bond and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment of the Bonds, the Outstanding Bond and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bond or any Parity Obligations, the Outstanding Bond Resolution and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bond or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bond or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bond or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bond or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bond and any Parity Obligations on the insurable portions of the Utility

of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bond or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bond and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bond or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown

by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 12, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and the issuance of \$10,000,000 Taxable Sewer Revenue Bonds, Series 2021A (the "Bonds") of said City evidencing the City's obligation under such 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.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City, and that based upon my examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the "Utility"), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City's outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021; and the current issue of \$10,000,000 Taxable Sewer Revenue Bonds, Series 2021A of the City.

WITNESS MY HAND this _____ day of _____, 2021.

Kerin Wright, City Clerk

April 8, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: \$10,000,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 420131-101

Dear Kerin:

We have prepared and attach proceedings to be used at the April 12, 2021 City Council meeting to enable the City Council (the "Council") to adopt the resolution (the "Resolution") approving the SRF Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and providing for the issuance of the Taxable Sewer Revenue Bonds (the "Bonds").

The proceedings attached include the following items:

1. Minutes of the April 12, 2021 meeting providing for the adoption of the Resolution. The Resolution follows the minutes. The form of Bond, Treasurer's Certificate and Assignment are included as part of the Resolution but need not be completed or executed as they are adopted only as to form.
2. Certificate attesting to the transcript.
3. Establishment and non-litigation certificate with respect to the Municipal Sanitary Sewer System.

Also attached, please find the Bond. Please return it to us so that we can deliver it to the lender at the time of closing. Please Note that the Bond has signature blocks for the Mayor, the City Clerk and the City Treasurer.

Additionally, we have attached the Agreement for execution by you and the Mayor. Please print three copies of the Agreement, and have them executed as indicated. After they have been signed, please return all of these copies to us so that we can have them signed on behalf of the Iowa Finance Authority, after which we will furnish you with a signed original for the City's records.

Finally, we are attaching the Closing Certificate to be executed by you and the Mayor. Please review the Certificate for any inaccuracies and return the executed Certificate to our office.

Please call Emily Hammond or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Jordan Cook
Tracy Scebold
Tony Toigo
Michael Maloney

LOAN AND DISBURSEMENT AGREEMENT
\$10,000,000 TAXABLE SEWER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of April 30, 2021, by and between the City of Nevada, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached

hereto as Exhibit B, adopted on April 12, 2021, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Wastewater Treatment System" shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$10,000,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to

the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the

event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$50,000), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net

Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local

governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as

issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and

requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

Section 19. Repayment of Planning and Design Loan. The Participant entered into an Interim Loan and Disbursement Agreement with the Issuer to provide funds to pay the costs of planning and designing the Project. The Participant agrees to repay the Interim Loan and

Disbursement Agreement on the date of this Agreement. Unless the Participant notifies the Issuer that the Participant intends to repay the Interim Loan and Disbursement Agreement from other funds, and the Issuer has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount due under the Interim Loan and Disbursement Agreement from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

[IFA Signature Page to LDA]

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

**City of Nevada
Sewer Revenue Bond
CS-1920945-R2**



EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Nevada, Iowa (the "City"), do hereby certify as of April 30, 2021 (the "Dated Date"), that we are now and were at the time of the execution of the City's \$10,000,000 Taxable Sewer Revenue Bond, Series 2021A (the "Series 2021A Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on April 12, 2021 (the "Resolution"), and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2021A Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$10,000,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolution and the Agreement.

The Series 2021A Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2021A Bond has been executed by the City Treasurer; and the Series 2021A Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2021A Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "Utility").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2021A Bond or in any way concerning the validity of the Series 2021A Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2021A Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2021A Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City to enter into the Agreement and to issue the Series 2021A Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility, except for the City's outstanding Sewer Revenue Bond, SRF Series 2021, dated January 29, 2021.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Series 2021A Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF NEVADA, IOWA

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

SET DATE FOR HEARING ON URBAN
RENEWAL PLAN AMENDMENT

420131-New

Nevada, Iowa

April 12, 2021

The City Council of the City of Nevada, Iowa, met on April 12, 2021, at 6:00 o'clock, p.m., at the Nevada City Council Chambers, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment.

The City Council also offered attendance to the meeting via Zoom at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHezZlQ9ML0ZOeEI0dz09>

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

Webinar ID: 879 6173 3099 Password: 287321

The City Council offered attendance at this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the Nevada Urban Renewal Area had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Urban Renewal Plan Amendment," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 092 (2020/2021)

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment

WHEREAS, the City Council of the City of Nevada, Iowa (the "City") by resolution previously established the Nevada Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects consisting of (1) providing tax increment financing support to JLA, LLC and Kathy Kockler in connection with the redevelopment of a mixed-use building, including commercial retail space; (2) providing tax increment financing support to Evie and Seth Peterson in connection with the redevelopment of an existing commercial building, such building to include catering, office and conference space; and (3) providing tax increment financing support to M&R Properties Iowa, LLC in connection with the construction of new commercial buildings; and it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet electronically and/or at the Nevada City Council Chambers, Nevada, Iowa, on May 10, 2021, at 6:00 o'clock p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this April 12, 2021.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Nevada City Council Chambers, Nevada, Iowa, on May 10, 2021, the City Council of the City of Nevada, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Nevada Urban Renewal Area (the "Urban Renewal Area") to authorize the undertaking of new urban renewal projects in the Urban Renewal Area consisting of consisting of (1) providing tax increment financing support to JLA, LLC and Kathy Kockler in connection with the redevelopment of a mixed-use building, including commercial retail space; (2) providing tax increment financing support to Evie and Seth Peterson in connection with the redevelopment of an existing commercial building, such building to include catering, office and conference space; and (3) providing tax increment financing support to M&R Properties Iowa, LLC in connection with the construction of new commercial buildings. A copy of the amendment is on file for public inspection in the office of the City Clerk.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting will also be accessible electronically via Zoom at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQj9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

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

Kerin Wright
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY SS:
CITY OF NEVADA

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2021.

Kerin Wright, City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)



April 7, 2021

VIA E-MAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Nevada Urban Renewal Area (2021 Amendment)
Our File No. 420131-New

Dear Kerin:

We have prepared the attached materials which will enable your City Council to act on April 12th to set May 10th as the date for a public hearing on the amendment to the existing urban renewal plan for the Nevada Urban Renewal Area.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice may effectively be published is May 6, 2021. Please print a copy of the notice for delivery to the newspaper. Please email a copy of the published notice to orngard.severie@dorsey.com.

Also, a "consultation session" must be set up with the local county and school district. Please refer to my separate letter enclosed for further details.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact John Danos, Severie Orngard, or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook



April 7, 2021

VIA E-MAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Nevada Urban Renewal Area Amendment/Consultation Session
Our File Number: 420131-New

Dear Kerin:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county or school district whose jurisdiction covers any property which is within the urban renewal area. This consultation must be held at least two weeks prior to the public hearing.

It is our understanding that the property within your urban renewal area would affect Story County and the Nevada Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Board of Supervisors
c/o Story County Auditor
Administration Building
900 Sixth Street
Nevada, Iowa 50201

Superintendent
Nevada Community School District
1035 15th Street
Nevada, Iowa 50201

Please call John Danos, Severie Orngard, or me if you have questions.

Kind regards,

Amy Bjork

cc: Jordan Cook

[City letterhead]

DATE: _____

TO: Board of Supervisors, Story County
Superintendent, Nevada Community School District

FROM: City Council
City of Nevada, Iowa

RE: Nevada Urban Renewal Area Plan Amendment

The City of Nevada is in the process of amending the urban renewal plan for the Nevada Urban Renewal Area, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for _____, 2021, at _____ o'clock ____ .m. at the _____ in Nevada. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at _____ o'clock ____ .m. on May 10, 2021, and a copy of the notice of hearing is enclosed for your information.

Please call our City Clerk at (515) 382-5466 if you have questions.

Enclosure

DATE: April 13, 2021

TO: Board of Supervisors, Story County
Superintendent, Nevada Community School District

FROM: City Council
City of Nevada, Iowa

RE: Nevada Urban Renewal Area Plan Amendment

The City of Nevada is in the process of amending the urban renewal plan for the Nevada Urban Renewal Area, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for Wednesday, April 21, 2021, at 10:00 o'clock a.m. at the Nevada City Hall, Conference Room, in Nevada. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at 6:00 o'clock p.m. on May 10, 2021, and a copy of the notice of hearing is enclosed for your information.

Please call our City Clerk at (515) 382-5466 if you have questions.

Enclosure

CITY OF NEVADA, IOWA

URBAN RENEWAL PLAN AMENDMENT
NEVADA URBAN RENEWAL AREA

May, 2021

The Urban Renewal Plan (the “Plan”) for the Nevada Urban Renewal Area (the “Urban Renewal Area”) in the City of Nevada, Iowa (the “City”) is being amended for the purpose of identifying new urban renewal projects to be undertaken within the Urban Renewal Area.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: JLA, LLC & Kathy Kockler Redevelopment Project

Name of Urban Renewal Area: Nevada Urban Renewal Area

Date of Council Approval of Project: May 10, 2021

Description of Project and Project Site: JLA, LLC and Kathy Kockler (together, the “Developers”) are undertaking the redevelopment of a mixed-use building, including commercial retail space (the “Redevelopment Project”), situated on certain real property located at 1104 6th Street (the “Redevelopment Property”) in the Urban Renewal Area. It has been requested that the City provide tax increment financing assistance to the Developers in support of the efforts to complete and implement the Redevelopment Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$4,000.

Description of Use of TIF: The City intends to enter into a development agreement (the “Agreement”) with the Developers with respect to the Redevelopment Project and to provide (i) annual appropriation economic development payments (the “Payments”) and (ii) an economic development grant (the “Grant”) to the Developers thereunder. The Payments, in an amount not to exceed \$20,000, will be funded with incremental property tax revenues to be derived from the Redevelopment Property. The Grant, in an amount not to exceed \$20,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligation may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Redevelopment Project including the Payments, the Grant, and the Admin Fees will not exceed \$44,000.

B.

Name of Project: Evie and Seth Peterson Redevelopment Project

Name of Urban Renewal Area: Nevada Urban Renewal Area

Date of Council Approval of Project: May 10, 2021

Description of Project and Project Site: Evie and Seth Peterson (the “Developers”) have proposed to undertake the redevelopment of an existing commercial building (the “Project”) situated at 1024 6th Street (the “Property”) in the Urban Renewal Area, including catering, office, and conference space.

It has been requested that the City provide tax increment financing assistance to the Developers in support of the efforts to complete and implement the Project.

The costs incurred by the City in providing tax increment financing assistance to the Developers will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$4,000.

Description of Public Infrastructure Projects: It is not anticipated that the City will install public infrastructure in connection with the Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the Project.

Description of Use of TIF: The City intends to enter into a development agreement (the “Agreement”) with the Developers with respect to the Project and to provide (i) annual appropriation economic development payments (the “Payments”) and (ii) an economic development grant (the “Grant”) to the Developers thereunder. The Payments, in an amount not to exceed \$20,000, will be funded with incremental property tax revenues to be derived from the Property. The Grant, in an amount not to exceed \$15,000, will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City’s obligation may be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project including the Payments, the Grant, and the Admin Fees will not exceed \$39,000.

C.

Name of Project: M&R Properties Iowa, LLC Commercial Development Project

Name of Urban Renewal Area: Nevada Urban Renewal Area

Date of Council Approval of Project: May 10, 2021

Description of the Project and Project Site: M&R Properties Iowa, LLC (the “Developer”) is undertaking the development of new commercial buildings (the “Commercial Project”) on certain real property situated at 1710 West K Avenue in the Urban Renewal Area (the “Commercial Property”). It has been requested that the City

provide tax increment financing assistance to the Developer in support of the efforts to complete the Commercial Project.

The costs incurred by the City in providing tax increment financing assistance to the Developer will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$5,000.

Description of Public Infrastructure Projects: It is not anticipated that the City will install public infrastructure in connection with the Commercial Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the Commercial Project.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Developer with respect to the construction of the Commercial Project and to provide annual appropriation economic development payments (the "Payments") to the Developer thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Commercial Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Commercial Project, including the Admin Fees, will not exceed \$55,000.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$23,563,525</u>
Outstanding general obligation debt of the City:	<u>\$17,130,000</u>
Proposed debt to be incurred in connection with this May, 2021 Amendment*:	<u>\$ 138,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

RESOLUTION NO. 093 (2020/2021)

A RESOLUTION TO SET PUBLIC HEARING ON PROPOSED DISPOSAL BY SALE OF REAL PROPERTY

WHEREAS, The City Council of Nevada, Iowa currently owns property, legally described as:

Parcels "J" and "K" a part of Lot Two (2) of the North Half (N½) of the Northwest Quarter (NW¼) of Section Eight (8), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, as shown on the Plat of Survey recorded on February 11, 2009, as Inst. No. 09-01382, Slide 346, Page 2, as corrected by the Surveyor's Affidavit recorded by the Story County Recorder on March 4, 2021 as Instrument 2021-02735.

Locally known as Gates Hall, and the adjoining parking lot.

WHEREAS, The City has determined that it has no use for the Property, that its maintenance at public expenses is no longer justified, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property.

WHEREAS, the Nevada Community School District have offered in exchange for obtaining title to the Property to pay the City \$910,000.00 and allow the City's Parks and Recreation Department to continue to use its existing office space in the building for three (3) years at no cost to the City.

WHEREAS, the State of Iowa under Iowa Code Section 364.7 requires cities to hold a public hearing prior to an agreement for sale of property

BE IT RESOLVED BY THE CITY COUNCIL OF NEVADA, IOWA, AS FOLLOWS:

1. That a public hearing shall be held on the proposed sale of the property will be held on April 26, 2021 at 6:00 p.m. in the Council Chambers located at 1209 6th Street, Nevada, Iowa 50201, at which time the Council will hear objections to the sale from any interested party.
2. That the City Clerk is authorized and directed to publish notice of this public hearing in a newspaper published at least once weekly and having general circulation in the city, at least once, not less than four (4) nor more than twenty (20) days, before the date of the public hearing.

PASSED, APPROVED AND ADOPTED on 12th day of April, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED SALE OF PROPERTY

The City Council of the City of Nevada, Iowa, will conduct a public hearing on this Sale of Property on the 26th Day of April 2021, at its meeting set to begin at 6:00 o'clock P.M., in the Council Chambers, City Hall, 1209 6th Street, Nevada, Iowa, to hear public comment on the proposed sale of the area locally known as Gates Hall in the City of Nevada, Story, County, Iowa and legally described as follows:

Parcels "J" and "K" a part of Lot Two (2) of the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Eight (8), Township Eighty-three (83) North, Range Twenty-two (22) West of the 5th P.M., Nevada, Story County, Iowa, as shown on the Plat of Survey recorded on February 11, 2009, as Inst. No. 09-01382, Slide 346, Page 2, as corrected by the Surveyor's Affidavit recorded by the Story County Recorder on March 4, 2021 as Instrument 2021-02735.

Due to federal and state government recommendations in response to COVID-19 pandemic conditions, the meeting will also be accessible electronically via Zoom at the following:

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

Or by Phone: (312) 626-6799, Webinar ID: 879-6173-3099 Password: 287321

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 26th Day of April, 2021. At the conclusion of the Public Hearing, the Council will consider a resolution to sell the above described property. Additional information available at City Hall.

CITY OF NEVADA, IOWA
Kerin Wright, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is deemed made on the date the last of the parties executes this Agreement (the "Effective Date") by and between the City of Nevada, Iowa, whose address for the purposes of this Agreement is 1209 6th Street, Nevada, Iowa 50201 (hereafter referred to as the "Seller" or "City") and the Nevada Community School District, whose address for the purposes of this Agreement is 1035 15th Street, Nevada, Iowa 50201 (collectively hereafter referred to as the "Buyer.")

RECITALS

WHEREAS, Seller is the owner of the following legally described property:

SECTION:08 TOWNSHIP:83 RANGE:22 PARCEL"K" N1/2 NW SLIDE

Legal description to be determined by review of Abstract of Title.

Locally known as 825 15th Street, Nevada, Iowa 50201, or "Gates Hall"

Subject only to easements, restrictions and covenants of record (collectively referred to as the "Property");

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property;

WHEREAS, Buyer and Seller desire to set forth the obligations, restrictions, limitations, and conditions upon which the Property will be conveyed by Seller to Buyer;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, each for the other, Buyer and Seller agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, for the Purchase Price set forth below and, on the terms, and conditions set forth in this Agreement, the Property. For purposes of this Agreement, Property shall be deemed to mean, on a collective basis: (a) the parcel of land described above, together with all rights, easements and interests appurtenant thereto; and (b) all improvements located on the land, if any.

2. Compensation. Seller, in consideration of the mutual covenants and agreements contained herein, agrees to sell to Buyer and Buyer, in consideration of the mutual covenants and agreements contained herein, agrees to purchase the Property from Seller for cash in the amount of

\$910,000.00 (the "Purchase Price").

3. Payment of the Purchase Price. The Purchase Price shall be paid by Buyer to Seller, in good and immediately available funds by wire transfer or cashier's check, at the time of Closing.

4. Abstract and Title. Seller, at its expense, shall provide an abstract of title for the Property continued to and including a date no earlier than sixty (60) days prior to the Closing Date. Such abstract shall be delivered to an attorney for a title opinion for Buyer, such attorney to be selected by Buyer. Such abstract of title shall show merchantable title in Seller in conformity with this Agreement, the land title laws of the State of Iowa and the Iowa Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of additional abstracting and/or title work to establish merchantable title in Seller.

5. Survey. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Seller shall pay the costs thereof. In addition, Seller shall promptly provide to Buyer all surveys, if any, including as-built surveys, previously performed for the Property that are in Seller's, or Seller's agent's or representatives' possession and are not publicly available. Buyer may, at Buyer's expense prior to Closing, have the Property surveyed and certified by a Registered Land Surveyor. If any survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

6. Condition of the Property. Seller shall preserve the Property in its present condition until the Closing Date. Buyer shall have the right to make a final inspection of the Property within 24 hours prior to the Closing Date to determine that there has been no change in the condition of the Property. If there has been a change to the condition of the Property, Buyer may, at its election, terminate this Agreement.

7. Acquisition Study.

- a. From the date of acceptance of this Agreement through June 1, 2021 ("Buyer Acquisition Study Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability and traffic flow and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and other aspects of the Property pertaining to its use for Buyer's purposes. In the event Buyer is not

satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Acquisition Study Period, Buyer may, in its sole discretion, terminate this Agreement without any further obligation, and any funds paid by the Buyer under this Agreement shall be immediately returned, in full, to Buyer.

- b. Within five (5) days after its acceptance of this Agreement, Seller will make available for Buyer's review, at no cost to Buyer, all documents in the possession of the Seller or reasonably ascertainable by the Seller concerning the Property, including but not limited to as-built drawings, site plans, maps, historical records showing past use of the Property and storage of petroleum products or other products, reports, studies, investigations, audits, actions, or tests, relating in any way with the environmental condition of the Property, to the compliance of the Property with any environmental laws or the presence of hazardous substances on, at, or about the Property, including but not limited to those that were: (i) prepared for Seller or any related party or affiliate or predecessor in interest; or (ii) prepared for other persons or entities, and are in the possession, custody or control of Seller or any related party or affiliate or predecessor in interest (collectively, the "Due Diligence Documents"). Buyer shall be entitled to make copies of all such documents, at Buyer's cost. Seller authorizes Buyer to speak to any person involved in the preparation of the Due Diligence Documents. At no cost to Buyer, Seller shall cooperate with Buyer in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other Due Diligence Document.
- c. Seller agrees that during the Buyer Acquisition Study Period, Seller shall provide Buyer and its representatives and consultants with full and complete access to the Property so that Buyer can perform its due diligence on the Property, including without limitation, surveys, audits, tests, physical inspections, title examinations, appraisal inspections, air, soil and water samples, temporary monitoring wells and soil borings and other environmental and engineering audits by which Buyer can determine in its sole discretion that the Property is suitable for Buyer's intended purpose.

8. Closing. The Closing of this transaction shall occur on or around July 1, 2021 (hereinafter referred to as the "Closing Date"), at a location mutually agreed upon by the parties herein. Time is of the essence in this Purchase Agreement.

9. Lease. The parties acknowledge that the City currently uses office space within the building located on the Property for the Parks and Recreation Department (the "Office Space.") Upon Closing of this transaction, the Seller shall retain the right to use the Office Space for a period of three (3) years at no rental cost to the Seller. If the City still wishes to occupy the Office Space after that time, starting March 1, 2023, the Seller will pay the Buyer fair market value to do so. Each party will obtain three (3) estimates of comparable office space to determine a fair market rate for the Office Space. The parties agree to execute a separate lease agreement to memorialize this use.

10. Real Estate Taxes. The Property is currently tax-exempt while owned by the City. Buyer shall pay all real estate taxes assessed against the Property for all periods following the date of Closing, if applicable, except to the extent such taxes accrue against the Property due to City's continued use thereof under Section 9 of this Agreement.
11. Special Assessments. Buyer shall be responsible for all special assessments with respect to the Property, except to the extent such special assessments arise out of public improvements required due to the City's use of the Property under Section 9 of this Agreement.
12. Commission. Seller and Buyer each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due and payable with respect to the transaction contemplated by this Agreement. Buyer represents to Seller that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated. Seller represents to Buyer that it knows of no fee, commission or payment due to any broker, finder, agent or other person or entity, in connection with the transactions contemplated herein. Seller and Buyer each, one to the other, indemnify, protect, defend and hold the other harmless from and against all losses, claims, costs, expenses and damages (including but not limited to reasonable attorney fees) resulting from the claims of any broker, finder or other such party claiming, by, through or under the acts or agreements of the indemnifying party. The warranties and obligations of the parties pursuant to this paragraph shall survive the termination of the Closing. Should any third-party claim a commission is due and owing, both parties agree to cooperate in challenging such claim. Such cooperation shall not be deemed to alter the indemnifications contained in this paragraph in any manner.
13. Warranties and Representations of Seller. Seller warrants and represents to Buyer that, upon approval of the Nevada City Council, it has the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement and to carry out the Seller's obligations hereunder. At Closing, a Groundwater Hazard Statement will be filed by Sellers regarding the following: (i) wells; (ii) solid waste disposal; (iii) hazardous wastes; and (iv) underground storage tanks located on the Property; said Groundwater Hazard Statement shall be considered a representation and warranty of the Seller related to the matters contained therein.
14. Conveyance Documents. Seller shall convey the Property to Buyer by a general warranty deed.
15. Closing Costs. Seller shall pay (i) the cost to update the abstract of title under Section 4 of this Agreement; (ii) the cost to clear any defects to title necessary to deliver marketable title to the Property to the Buyer; (iii) any necessary transfer taxes; (iv) one-half of any closing fee incurred in connection with this transaction; (v) any legal fees incurred by Seller; and (vi) all other fees customarily incurred by sellers of real estate in Iowa not specifically contemplated by this Agreement. Buyer shall pay (i) the recording fees in connection with the general warranty deed

conveying title to Buyer; (ii) Buyer's attorney fees; and (iii) all other fees customarily incurred by buyers of real estate in Iowa not specifically contemplated by this Agreement.

16. Possession; Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the Closing Date. Seller shall preserve and care for the Property until the Closing Date in a manner consistent with its prior practice, including the maintenance of sufficient insurance to cover any loss or damage to the Property prior to the Closing Date. If the Property is damaged or destroyed in any material way prior to the Closing Date, Seller shall promptly notify the Buyer of said damage and Buyer shall have the option to (i) terminate this Agreement with written notice to Seller, or (ii) complete the closing and receive insurance proceeds paid to the Seller as a result of the loss incident.

17. Pending Actions. Seller represents and warrants that there is no action, litigation, proceeding, regulatory enforcement action, or investigation against itself, related entities, its partners, or the Property, which would affect the Property or the right of Seller to sell and convey the Property, or any action, litigation, proceeding, or investigation, including without limitation, any eminent domain proceeding which would result in any lien, claim, right, or interest in the Property in favor of any third party.

18. Notices. Neither party shall have the right to terminate this Agreement or seek any remedy for a breach hereof by the other party unless such breach continues for a period of ten (10) days following written notice by the party seeking to pursue such remedy, specifying the occurrence and description of such default under this Agreement. All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of this Agreement to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed at the addresses specified above and shall be effective upon such deposit.

19. Assignment; Agreement Binding on Successors; Survival of Provisions. This Agreement may not be assigned or transferred by any of the parties without the express written consent of the other. This Agreement, and amendments, if any, and all representations, warranties, indemnification obligations, rights and duties hereunder, shall survive the Closing and shall be fully binding at all times against Seller, and Buyer as well as any and all of its or their successors in interest, assigns or transferees.

20. Default; Remedies of the Parties.

17.1 Buyer's Remedies for Seller's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Seller fails or refuses to timely convey the Property to Buyer in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Buyer, Buyer may elect one of the following remedies: (a) be entitled to terminate Buyer's obligations under this Agreement by

written notice to Seller; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

17.2. Seller's Remedies for Buyer's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Buyer fails or refuses to timely purchase the Property and Close in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Seller, Seller may elect one of the following remedies: (a) be entitled to terminate Seller's obligations under this Agreement by written notice to Buyer; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

21. Time. Time is of the essence in the performance of each party's obligations hereunder.

22. No Waiver. Subject to the deemed approvals under this Agreement, no waivers by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder.

23. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.

24. Counterparts and Effectiveness. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and this Agreement shall only be effective if a counterpart is signed by both Buyer and Seller and approved by the Nevada City Council and the Buyer's Board of Directors.

25. Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

26. Survival of Warranties. Any warranties, covenants and representations contained in this document shall survive the execution of this Agreement and any other documents, including the general warranty deed given by Seller to Buyer to consummate this transaction, shall not be merged into such documents.

27. Attorney Fees. In the event of default by either party pursuant to any of the terms of this Agreement, the prevailing party in any litigation or enforcement action shall be entitled to reimbursement by the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

28. Governing Law; Construction. This Agreement shall be construed pursuant to the laws of the State of Iowa. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid. If any such provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this Agreement.

29. Headings. Article and section headings used in this Agreement are for the convenience of the parties only and shall not affect the construction of this Agreement.

30. Further Assurances. At or after Closing, the parties shall prepare, execute and deliver at their respective expense, such additional instruments and other documents and shall take or cause to be taken such other action as is reasonably requested by the other party at any time or from time to time in order to effectuate and comply with all the terms of this Agreement and the transactions contemplated hereby.

31. Condition to the Seller's Obligations. The parties acknowledge that disposal of the Property as part of this Agreement will require a public hearing and approval of the Nevada City Council in accordance with Iowa Code § 364.7, in addition to approval of this Agreement as a whole. If disposal of the property is not approved by the Nevada City Council, this Agreement shall be rendered null and void.

32. Condition to the Buyer's Obligation. The Buyer's obligation to pay the Purchase Price is contingent on each of the following:

- a. This Agreement being approved by the Board of Directors of the Nevada Community School District on or before the Closing Date.
- b. Buyer completing, to Buyer's satisfaction, Buyer's acquisition study of the Property pursuant to Section 7(a) of this Agreement, and Buyer having not exercised its right to declare this Agreement null and void within the time provided therein.
- c. Marketability of title to the Property having been established in the Seller free and clear of any restrictions, liens, or encumbrances, except those approved by the Seller in writing.
- d. Seller has performed its obligations under this Agreement.
- e. The representations and warranties of Seller set forth in this Agreement are true and shall be correct as of the Closing Date.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Seller

City of Nevada, Iowa

By: _____
Brett Barker, Mayor

By: _____
Jordan Cook, City Administrator

Date: _____, 2021

Buyer

Nevada Community School District

By: _____
Tori Carsrud, Board President

By: _____
Brian Schaeffer, Board Secretary

Date: _____, 2021

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RESOLUTION NO. 094(2020/2021)

**A RESOLUTION APPROVING THE USE OF THE OFFICER
TRAINING REIMBURSEMENT AGREEMENT**

WHEREAS, The City of Nevada would like to provide training for an EMPLOYEE as a police officer and Emergency Medical Technician; and

WHEREAS, in consideration for the expenditures incurred by the City to train the EMPLOYEE; and

WHEREAS, The City of Nevada desires to use the attached Officer Training Reimbursement Agreement to specify the details; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the use of the Officer Training Reimbursement Agreement (Exhibit attached) for those employed as a Police Officer and Emergency Medical Technician when necessary.

PASSED AND APPROVED this 12th day of April, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 094(2020/2021) be adopted.

AYES: _____
NAYS: _____
ABSENT: _____

The Mayor declared Resolution No. 094(2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 094(2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12th day of April, 2021.

Kerin Wright, City Clerk



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

OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this Date day of Month, Year, by and between the City of Nevada, a municipal corporation, 1209 6th Street, Nevada, Iowa, 50201-0530 (the "CITY") and Name, DOB:, (the "EMPLOYEE").

The intent of this agreement is to provide for the training of the EMPLOYEE as a police officer and Emergency Medical Technician and to specify the consideration the EMPLOYEE will provide the CITY in return for the training. This agreement shall not be construed in any way as an employment agreement that would proffer a property right or interest in the EMPLOYEE. The relationship between the CITY and the EMPLOYEE is strictly an "at will" employment relationship.

Now, therefore, the CITY and the EMPLOYEE, for consideration herein set forth, do mutually agree as follows:

1. TRAINING OF THE EMPLOYEE

A. **Iowa Law Enforcement Academy**. The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the "total training expenses" as defined and set forth below for the EMPLOYEE to attend the Iowa Law Enforcement Academy (the "Academy") as soon as the EMPLOYEE is accepted into the program. The CITY shall also pay for all other expenses, as detailed below, that are specifically related to the EMPLOYEE'S training.

1. Total training expenses for the Academy represent the actual costs incurred by the CITY for:
 - a. Any overtime incurred by a Field Training Officer for preparation or reporting of activities directly related to, and specifically for the EMPLOYEE'S training;
 - b. The cost of travel to and from the Iowa Law Enforcement Academy;
 - c. Any monies paid to the EMPLOYEE for reimbursable expenses while studying for classes at the Iowa Law Enforcement Academy;
 - d. The EMPLOYEE'S mileage, food, lodging, tuition, books, and required materials and uniforms while attending the Iowa Law Enforcement Academy;
 - e. All costs associated with the replacing of an officer while in training, if the replacement officer is a temporary employee hired for that purpose only, or if the replacement requires the payment of overtime;
 - f. All costs of testing, screening, and evaluating the Employee; and
 - g. Any other costs or fees incurred by the City relating to the training of the EMPLOYEE.
2. Total training expenses **do not** include any time spent by the EMPLOYEE performing other services for the CITY, including dispatching, filing, patrol work, or other work assigned by the CITY.

3. For the EMPLOYEE'S reference, an estimate of total training expenses is set forth in Exhibit "A" attached hereto and incorporated by this reference. Both parties hereto acknowledge and agree that total training expenses shall be based on actual costs incurred by the CITY. Accordingly, upon the EMPLOYEE'S successful completion of training at the Academy, certification as a law enforcement officer, successful completion of field training, and certification as an Emergency Medical Technician {As detailed in Section B below}, the CITY shall provide the EMPLOYEE with an itemization of total training expenses incurred by the CITY for the EMPLOYEE'S files. The final accounting of actual total training expenses shall be substantially in the same format as estimated costs are set forth in Exhibit "A" of this Agreement.

- B. **Emergency Medical Technician Course.** The CITY and the EMPLOYEE hereby expressly agree that the CITY shall pay the "total training expenses" as defined and set forth below for the EMPLOYEE to attend an Emergency Medical Technician {EMT} Course. The program or course for the EMT Certification shall be a Nationally Recognized course of training and an approved course by the CITY. The EMT program or course will be schedule by the CITY and the EMPLOYEE will be required to attend. The CITY shall also pay for all other expenses, as detailed below, that are specifically related to the EMPLOYEE'S training. The EMPLOYEE is required to complete the Emergency Medical Technician {EMT} Course with a passing score, and complete all tests, licensing, and certification, within one (1) year from the first day of the Emergency Medical Technician {EMT} Course. Should the EMPLOYEE fail to meet the requirements as stated, the EMPLOYEE is subject to termination.

Total training expenses for the EMT Course represent the **actual costs** incurred by the CITY for:

- a. Any overtime incurred by a field-training officer for preparation or reporting of activities directly related to, and specifically for the EMPLOYEE'S training;
- b. The cost of travel to and from the EMT Class;
- c. Any monies paid to the EMPLOYEE for reimbursable expenses while studying for EMT classes;
- d. The EMPLOYEE'S mileage, food, lodging, tuition, books, and required materials while attending the EMT Class;
- e. Any monies paid on the behalf of the EMPLOYEE for testing and certification involved with the National Registry of Emergency Medical Technician {NREMT} Exam; and
- f. Any other costs incurred by the CITY relating to the training of the EMPLOYEE.

2. **REIMBURSEMENT OF TOTAL TRAINING EXPENSES**

- A. In consideration for the expenditures incurred by the CITY to train the EMPLOYEE as a police officer and EMT pursuant to Sections 1(A) and 1(B) above, the EMPLOYEE expressly agrees to be employed as a full-time police officer for the CITY for at least four (4) years from the date upon which the EMPLOYEE graduates from the Academy and has met all other criteria needed to receive proper certification as a law enforcement officer and EMT (the "Reimbursement Period").
- B. If any of the following events occur during the Reimbursement Period:
 1. The EMPLOYEE voluntarily resigns from the Nevada Public Safety Department;

2. The EMPLOYEE is dismissed during the probationary period of nine (9) months from the date of certification as an Iowa Peace Officer (the probationary period to expressly include the training period hereunder); or
3. The EMPLOYEE is terminated;

THEN the EMPLOYEE shall reimburse the CITY for total training expenses under the terms of this AGREEMENT as set forth below:

- i. Reimbursement of Academy costs incurred pursuant to Section 1(A) above:

<u>Years of Service Following Certification as a Law Enforcement Officer</u>	<u>Amount of Reimbursement</u>
0-1 year	100% of actual costs
1-2 years	75% of actual costs
2-3 years	50% of actual costs
3-4 years	25% of actual costs
4+ years	No reimbursement required

- ii. Reimbursement of EMT costs incurred pursuant to Section 1(B) above:

<u>Years of Service Following EMT Certification</u>	<u>Amount of Reimbursement</u>
0-2 year	100% of actual costs
2-3 years	50% of actual costs
3+ years	No reimbursement required

- C. In the event the EMPLOYEE is required to make reimbursement hereunder, one hundred per cent (100%) of the total reimbursement is due within six months (6) from the date of resignation, dismissal or termination.

1. Until such time as the EMPLOYEE in accordance with the terms of this Agreement has reimbursed the CITY in full, the EMPLOYEE has an ongoing duty to notify the CITY of any change in the EMPLOYEE'S place of residence and current employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence or employment. The CITY reserves the right to declare the entire balance due and owing immediately in the event the EMPLOYEE fails to comply with this requirement.

- D. The EMPLOYEE does hereby expressly acknowledge and understand that, in addition to any remedies at law or in equity that the CITY may have to recover "total training expenses" hereunder, the CITY may, at its sole election, also seek to have the EMPLOYEE decertified as an Iowa law enforcement officer.

- E. **The employee does further hereby expressly acknowledge and understand that the reimbursement obligation set forth hereunder is mandatory. In other words, while the city has the discretion to determine whether to seek decertification of the employee as a law enforcement officer, no such affirmative election of enforcement is required for reimbursement hereunder. Failure on the part of the employee to satisfy the employee's employment obligation during the reimbursement period hereunder shall automatically trigger mandatory reimbursement of total training expenses under this agreement.**

F. If the EMPLOYEE is dismissed for any reason other than those set forth in Section 2 (B) above, such as reduction in force, the EMPLOYEE shall not be required to reimburse the CITY for any unpaid training expenses incurred hereunder.

G. If the EMPLOYEE is killed or permanently and totally disabled as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the CITY, "total training expense" reimbursement obligations hereunder shall be deemed satisfied in full.

3. DUTIES DURING TRAINING

The EMPLOYEE may, at the CITY'S sole option, be required by the CITY to work for the Nevada Public Safety Department while attending the Iowa Law Enforcement Academy Basic School, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the EMPLOYEE in attendance at the Iowa Law Enforcement Academy Basic School and in service to the Nevada Public Safety Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the CITY.

4. BONA FIDE EMPLOYMENT

The EMPLOYEE does expressly acknowledge that the CITY is entering into this Agreement to facilitate the bona fide employment of the EMPLOYEE as a police officer by the CITY. Accordingly, the EMPLOYEE does further acknowledge that the EMPLOYEE is **not** entering into this Agreement to achieve certification as a law enforcement officer by way of "sponsorship" through the CITY for the Iowa Law Enforcement Academy Basic School.

5. CONTROLLING LAW

This Agreement shall be governed by the laws of the State of Iowa. The parties hereto agree any action, suit, or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the Iowa District Court in and for Story County, Iowa. The parties hereto irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

6. HEADINGS

The heading of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

7. SEVERABILITY

If any section, subsection, term or provision of this agreement or the application thereof to the EMPLOYEE, the CITY or a particular circumstance is declared unconstitutional, invalid or unenforceable to any extent, the remainder of the section, subsection, term or provision of this Agreement or the application of same to the EMPLOYEE, the CITY or particular circumstances other than that for which it was held invalid or enforceable, shall not be affected thereby and each

remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

8. AUTHORITY

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

9. FINAL AGREEMENT

Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of "total training expenses" by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the EMPLOYEE and the CITY. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

10. ENFORCEMENT

If it becomes necessary for the CITY to enforce this contract, EMPLOYEE agrees to pay all costs and expenses incurred by the CITY, including reasonable attorneys' fees.

Dated this Date day of Month, Year.

EMPLOYEE:

CITY OF NEVADA:

Name:

Brett H Barker
Mayor

Attest:

Attest:

Ricardo Martinez II
Public Safety Director
Chief of Police

Jordan Cook
City Administrator

Kerin Wright
City Clerk

RESOLUTION NO. 095 (2020/2021)

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF NEVADA, IOWA AND PUBLIC PROFESSIONAL AND MAINTENANCE
EMPLOYEES LOCAL 2003 IUPAT AUTHORIZING AND DIRECTING
SIGNING OF THE MOU TO THE UNION CONTRACT**

WHEREAS; the City of Nevada ("City") has negotiated with the Public Professional and Maintenance Employees Local 2003 IUPAT ("Union"); and

WHEREAS, the employees of the Public Professional and Maintenance Employees Local 2003 IUPAT ratified an Agreement for the period of July 1, 2018 to June 30, 2021 on April 9, 2018; and

WHEREAS, the City and Union are desirous of revising the Agreement with a Memorandum of Understanding ("Memo") to provide a one-time bonus to incentivize certified police officers to accept employment with the NPSD for the period of the date of the approved MOU and through June 30, 2024 as stated in the attached Exhibit "A".

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Nevada, Iowa, hereby:

- Approves the Memorandum of Understanding between the City of Nevada and the Public Professional and Maintenance Employees Local 2003 IUPAT, revising the current contract to include a one-time bonus to incentivize certified police officers to accept employment with the NPSD for a period beginning the date of this MOU through June 30, 2024, and this provision shall then sunset.
- Authorizes the Mayor and City Clerk to sign the Memo on behalf of the City.

Passed and approved this 12th day of April, 2021.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 095 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 095 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 095 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12th day of April, 2021.

Kerin Wright, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NEVADA, IOWA AND
THE PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL 2003
IUPAT**

This Memorandum of Understanding ("Memo") is entered into on this ____ day of _____ 2021, by and between the City of Nevada, Iowa ("City") and the Public Professional and Maintenance Employees Local 2003 IUPAT ("Union").

WHEREAS, City and Union entered into a collective bargaining agreement for the period of July 1, 2018, through June 30, 2021," (the "Contract"); and

WHEREAS, the Contract governs certain conditions of employment for members of the Union who are employed by City; and

WHEREAS, the City has continued challenges in hiring certified police officers to work for the Nevada Public Safety Department ("NPSD") and has proposed a one-time bonus to incentivize certified officers to accept employment with the NPSD.

WHEREAS, this Memo sets forth the revisions negotiated between the parties.

IT IS THEREFORE AGREED, by and between City and Union as follows:

1. Article 19, New Section F is added to the Contract:

F. Police Officer Hiring Bonus

Any certified police officer who accepts employment with the City after the date of this MOU and remains employed by the City for one (1) year from the date of hire shall be eligible for a one-time lump-sum bonus in the amount of Five Thousand Dollars (\$5,000.00) to be paid via normal payroll. This provision does not guarantee employment of any certified police officer for any amount of time, but provides incentive for certified police officers to accept employment with the City and not voluntarily leave employment with the City for a period of one (1) year. Such officers remain subject to termination by the City in accordance with its policies.

This hiring bonus shall only be eligible for certified police officers hired from the date of this MOU through June 30, 2024, and this provision shall then sunset.

2. The undersigned acknowledge and represent that they are authorized to enter into this Agreement and that the terms and conditions are binding upon the parties, their officers, members, successors and assigns.

3. This interpretation shall be effective upon the execution of this Memo.

THE CITY OF NEVADA, IOWA

By: _____

Title: _____

Date: _____

THE PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES LOCAL 2003
IUPAT

By: Mark A. Hubert

Title: Business Rep

Date: 4-7-21

RESOLUTION NO. 096 (2020/2021)

**A RESOLUTION APPROVING MASTER AGREEMENT FOR MUNICIPAL
ENGINEERING SERVICES WITH HOWARD R. GREEN COMPANY**

WHEREAS, the Howard R. Green Company is willing to provide Municipal City Engineering Services to the City of Nevada; and

WHEREAS, the City of Nevada is in need of engineering services; and

WHEREAS, the City and Howard R. Green Company have reached an agreement for the provision of engineering services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Master Agreement for Municipal Engineering Services (Exhibit A attached.) between the City of Nevada and Howard R. Green Company. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 12th day of April, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member _ seconded by Council Member _ that Resolution No. 096 (2020/2021) be adopted.

AYES: _

NAYS: _

ABSENT: _

The Mayor declared Resolution No. 096 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 096 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12th day of April, 2021.

Kerin Wright, City Clerk

MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

This Agreement is made and entered into this 12th day of April, 2021, by and between the City of Nevada, Iowa, a municipal corporation, hereinafter referred to as "CITY" and HR Green, Inc., a consulting engineering corporation, hereinafter referred to as "HRG".

The CITY hereby agrees to employ HRG to perform consulting engineering services consisting of Municipal City Engineering Services and provide engineering services for projects described as follows:

I. SCOPE OF SERVICES

A. Municipal City Engineering Services:

HRG shall serve as the CITY's professional engineering representative in performing consulting services as directed by the City Administrator for work including, but not limited to the following:

1. Review of site plans and subdivision plats for conformance with minimum standard specifications for public improvements and the City's Comprehensive Plan.
2. Attendance at City Council meetings to answer questions related to proposed and on-going capital improvements projects as requested by the City.
3. Assist CITY staff with resolution of technical issues related to maintenance, improvement, and expansion of public improvements.
4. Follow up and resolve "punch list" items in a mutually agreed upon time frame with appropriate City staff.
5. Provide technical assistance to City Council and staff for preparation of annual capital improvement program to consist of:
 - Preparation of project opinion of probable construction costs.
 - Assistance with prioritization of proposed improvements.
 - Assistance with determining allocation of funds for proposed improvements, not including financial advice.
6. Outside funding source investigations to determine feasibility, requirements, application process and necessary submittals.
7. Participation in meetings and conferences as the CITY's technical representative for engineering issues not related to specific projects under contract as requested by the City.

B. Engineering Services for Projects

Professional services that can be provided by HRG include: survey, traffic, water, wastewater, civil, structural, mechanical, electrical, architectural, landscape and planning service.

HRG through discussions with the CITY will develop supplemental Engineering Services Agreements for individual projects as programmed by the City. Dependent on the size, complexity, schedule and funding sources for the proposed improvement, the scope of required services can vary and may include services described as follows:

1. Conceptual plan development
2. Preparing Requests for Quotations
3. Preliminary survey and mapping
4. Preliminary plans
5. Design surveys
6. Final plans and specifications
7. Bidding documents
8. Construction administration
9. Construction staking
10. Construction observation
11. Project closeout
12. Record drawings
13. Acquisition plats and legal descriptions

II. CITY RESPONSIBILITIES

- A. The CITY agrees to provide HRG with all available mapping, reports, city policies, and documents necessary to complete the assigned duties. Documents necessary include:
 - Standard specifications for public improvements
 - Zoning ordinance
 - Comprehensive plan
 - City policies related to public improvements, ie. Assessment policy
 - Electronic files for city base map, city utility mapping, and any other available mapping, Microstation or AutoCad.
 - City master plans such as trails plans, annexation plans
 - Facility plans and/or feasibility studies for public improvements not yet completed.
- B. The CITY agrees to provide HRG with complete information concerning the scope of any proposed project and to perform the following services:
 1. Access to project site: The CITY will make provisions for HRG to enter upon public and private lands as necessary for HRG to perform surveys and inspections in the development of a project or performance of municipal engineering services.
 2. Consideration of the HRG's Work The CITY shall give prompt and thorough consideration to all reports, sketches, opinion of probable cost, drawings, specifications, proposals, reports and other documents prepared by HRG. CITY shall inform HRG of decisions made within a reasonable time to not delay the work of HRG.
 3. Legal Requirements: The CITY shall hold promptly all required meetings, serve and publish required public notices, and perform all requirements necessary to meet project notification requirements. The CITY's attorney shall be responsible for assurance that all legal documents are in conformance with applicable City Ordinances and State Statutes.

III. FEES AND PAYMENT

- A. Municipal City Engineering Services

HRG fee for services as the Municipal City Engineer shall be based on the following:

1. HRG staff up to 50 hours per month @ \$85.00/hour.
 2. Work in excess of III.A.1. will be billed in accordance with the attached standard hourly rate schedule.
- B. Engineering Services for Projects
- HRG will prepare a time analysis and fee for each project for City review and approval. A Purchase Order or letter contract will be prepared for the approved scope and fee with payment as defined below.
- C. The fee for services will be based on the terms for services provided as specified in III.A. and III.B. and HRG'S standard hourly rates current at the time the work is done. The engineer's standard hourly rates shall remain in effect throughout the initial 12-month period of the Agreement, but shall be subject to renegotiation on an annual basis thereafter on each anniversary date of the Agreement. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.
- D. Payment shall be due within forty-five (45) days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
- E. CITY agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within forty-five (45) days from the date of invoice, HRG may, after giving seven (7) days written notice to CITY and without penalty or liability of any nature, and without waiving any claim against CITY, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, HRG will continue with all services not inconsistent with Article V.D herein. Payment of all compensation due HRG pursuant to this Agreement shall be a condition precedent to CITY using any of HRG's professional services work products furnished under this Agreement.
- F. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of twelve percent (12%) per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence forty-five (45) days after date of original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial forty-five (45) day period following date of invoice.

IV. COMMENCEMENT OF WORK

The work will be commenced immediately upon receipt of this signed Agreement. If after commencement of work the project is delayed for any reason beyond the control of HRG for more than sixty (60) days, the terms and conditions contained herein are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

This Agreement shall terminate on April 12, 2023, but shall be renewable for an additional six (6) months thereafter under the same terms and conditions of this Agreement, except for the standard hourly rate which shall be subject to renegotiation. If either the City or HRG does not desire to extend this Agreement for the additional six month period provided for above, they shall give the other party written notice of their intent not to extend the Agreement for the additional six months on or before March 1, 2023. Notice shall be by ordinary first class mail and shall be complete upon mailing.

V. MISCELLANEOUS PROVISIONS

- A. **BOOKS OF ACCOUNT.** HRG will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses. Said books and accounts will be available at all reasonable times for examination by CITY at the corporate office of HRG.
- B. **INSURANCE/INDEMNIFICATION/RISK ALLOCATION**
 - 1. HRG will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by HRG's employees of the functions and services required under this Agreement.
 - 2. HRG is skilled in the professional calling necessary to perform the services and duties proposed to be performed, and shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of HRG's same locality, and to that end HRG agrees to purchase insurance for HRG, its officers, and employees and shall indemnify the CITY from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising out of or resulting from any negligent acts, errors, or omissions of HRG, its officers and employees, in the performance of their services and duties hereunder, but not from the negligence or willful misconduct of CITY, its officers, and employees. Notwithstanding the existence of professional liability insurance, the total aggregate of HRG's, its employees, officers, directors, agents, or consultants, liability to all parties related to this Agreement shall not exceed \$3,000,000.
 - 3. CITY hereby understands and agrees that HRG has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CITY's premises, or in connection with or related to this project with respect to which HRG has been retained to provide professional engineering services. Should any environmental hazardous conditions occur that were not anticipated, HRG will notify the City to the extent of the conditions which HRG is aware of. Proposed methods to proceed will be mutually determined.
 - 4. Nothing contained within this Agreement shall be construed or interpreted as requiring HRG to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., § 6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

5. Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, then in that event, HRG shall not be liable to the City or to any third party as a result of the Contractor's failure to construct the improvements in conformance with HRG's plans and specifications, or because of the City's failure to properly inspect during the construction phase.

C. DOCUMENTS

1. The CITY acknowledges HRG's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the CITY upon completion of the work and payment in full of all monies due to HRG. The CITY shall not reuse or make any modifications to the plans and specifications without the prior written authorization of HRG, which authorization shall not be unreasonably withheld.

D. TERMINATION OR ABANDONMENT

If any portion of the work is terminated or abandoned by CITY, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on a mutually agreed upon and reasonable estimate of the portion of such phase completed prior to said termination, plus a maximum of 5% reimbursement to HRG for termination costs.

E. WAIVER.

HRG's and the City's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

F. ENTIRE AGREEMENT.

This Agreement, and its attachments, constitutes the entire understanding between CITY and HRG relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

G. SUCCESSORS AND ASSIGNS.

All of the terms, conditions, and provisions hereof shall insure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

H. OPINION OF PROBABLE CONSTRUCTION COSTS.

Opinion of probable construction costs for the facilities considered and designed under this Agreement are prepared by HRG through exercise of its experience and judgment in applying presently available cost data, but it is recognized that

HRG has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that HRG cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from HRG's opinion of probable construction costs.

I. INJURY TO WORKERS.

It is understood and agreed that HRG's fee is based on HRG being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and CITY agrees to insert into all Contracts for construction between CITY and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both CITY and HRG from any and all actions arising out of the construction project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of CITY or HRG.

J. SITE VISITS.

Visits to the construction site and observations made by HRG as part of services during construction under this Agreement shall not make HRG responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents.

K. ON-SITE OBSERVATION.

When HRG provides on-site observation, it shall first notify the CITY to request whether or not CITY staff wishes to be present during such visit. HRG personnel, as part of services during construction under this Agreement, will make reasonable efforts to guard CITY against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are being fulfilled. HRG will immediately notify the CITY of any defect in construction that is discovered as a result of such on-site observations. Their day-to-day observation will not, however, cause HRG to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractors work but rather are to allow HRG to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

L. SEVERABILITY.

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

M. NON-EXCLUSIVE.

Nothing in this Agreement shall be interpreted to prevent the CITY from engaging additional engineering corporations. At the CITY's sole discretion, it may solicit other engineering corporations to submit qualifications for projects and thereafter award contracts for such projects.

CITY OF NEVADA, IOWA

Signature

By: _____

Title: _____

Date: _____

ATTEST:


Signature

By: _____

Title: _____

Date: _____

HR GREEN, INC.

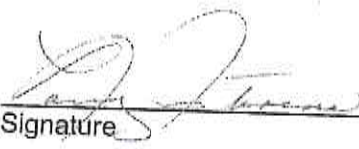


Signature

By: TIMOTHY J. HARTNETT

Title: PRINCIPAL / VICE PRESIDENT

Date: 3/18/21



Signature

By: _____

Title: _____

Date: _____

RESOLUTION NO. 097 (2020/2021)

**A RESOLUTION APPROVING AMG TECHNOLOGY INVESTMENT GROUP, LLC
(NEXTLINK) ACCESS AND LEASE AGREEMENT FOR PLACEMENT ON WATER
TOWER**

WHEREAS, The City of Nevada would like to enter into an Access and Lease agreement with AMG Technology Investment Group, LLC, ("Nextlink"); and

WHEREAS, Nextlink shall use the City of Nevada Tower, as specified in the attachment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Nextlink Access and Lease Agreement (Exhibit attached) between the City of Nevada and AMG Technology Investment Group, LLC. Mayor Brett Barker is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 12th day of April, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 097 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 097 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 097 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12th day of April, 2021.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2020-2021\097-Nextlink Agrmt, water tower.doc



ACCESS AND LEASE AGREEMENT

This Access and Lease Agreement ("Agreement") is made this day January 15, 2021 ("Effective Date"), by and between City of Nevada ("Landlord"), and AMG Technology Investment Group, LLC, a Texas limited liability company doing business as Nextlink ("Nextlink").

For good and valuable consideration, the parties agree as follows:

1. **Tower.** Subject to the terms and conditions of this Agreement, Landlord hereby leases to Nextlink and Nextlink leases from Landlord the non-exclusive rights to utilize the Landlord's Tower located on the corner of 8th St and E Ave and 1231 W Lincoln Highway (the "Site Location") and described on Exhibit "A" attached hereto (the "Structure") and incorporated herein by reference, subject to any and all existing easements on which a Tower structure along with directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to be reasonably approved by Landlord together with a non-exclusive easement for reasonable access to the Tower and for adequate utility services, including sources of electric utilities incorporated herein by reference (collectively, the Site Location, the Structure, the access easement and the utility services are referred to herein as (the "Tower").
2. **Rent.** As consideration for this Agreement, Nextlink shall provide Landlord three hundred dollars (\$300) per tower per month for the life of the Lease Agreement.
3. **Governmental Approval Contingency.** Nextlink's right to use the Tower is expressly contingent upon it obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. In the event that any application above is finally rejected or any certificate, permit, license, or approval issued to Nextlink is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Nextlink, will be unreasonably able to use the Tower for its intended purposes, Nextlink shall have the right to terminate this Agreement.
4. **Term and Renewals.**
 - Initial Term.** The "Initial Term" of this Agreement shall commence on the Effective Date and end on the completion of the 60th full month of the Agreement.
 - Renewal.** If not sooner terminated, upon approval of the Landlord and renegotiation of the Rent provision above, subject to the terms and conditions of this Agreement, Nextlink may extend this agreement for three (3) sixty (60) month renewal periods ("Renewal Term") commencing on the month following the expiration date of the Initial or prior renewal Term. Ninety (90) days prior to the Initial Term or any Renewal Term under this Agreement, Nextlink shall provide written notification to Landlord to request extension and commence renegotiation of Rent with the Landlord. Any request for extension shall not be unreasonable withheld by Landlord.
5. **Nextlink's Use of Tower.** Nextlink shall use the Tower only for the purpose of installing, maintaining, and operating a communications antenna facility, equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Nextlink is legally authorized to provide to the public. Nextlink shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Tower in accordance with good engineering practices, with all applicable FCC rules and regulations. Nextlink's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Tower or other Landlord property including the Structure during installation or during operations, shall be repaired at Nextlink's expense within thirty (30) days after notification of damage. The Antenna Facilities shall remain the exclusive property of Nextlink, unless otherwise provided in this Agreement.

Nextlink shall, at its own expense, maintain any equipment on or attached to the Tower in a safe condition and in good repair. Nextlink, at all times during this Agreement, shall have access to the Tower in order to install, operate, and maintain the Tower and Antenna Facilities.

Prior to installation of any equipment on the Premises, Nextlink shall submit to Landlord construction drawings which shall detail the plans and specifications for Nextlink's equipment installation. Landlord shall approve the construction drawings within ten (10) days from submission or provide specific reasons for disapproval.

In the event that a mechanics lien is filed as a result of any work performed by Nextlink or any of its contractors, sub-contractors or materialmen at the Premises (for which work specific written authorization from Landlord must be obtained), Nextlink shall bond or discharge any such liens within ten (10) days after written notice from Landlord. In the event Landlord sustains any loss or damage by reason of any such claim, Nextlink will fully indemnify Landlord for any such loss or damage, including reasonable attorney's fees.

6. **No Duty of Landlord.** Landlord undertakes no duty or obligation of any kind or nature whatsoever to the clients or customers of Nextlink, except to refrain from willful or gross negligent injury to the said persons and willful or gross negligent interference with Nextlink's transmissions. In the event transmission is delayed, defective or interrupted for any reason whatsoever, Lessee waives all rights to any damages by reason thereof, unless such damages are caused by the willful act or gross negligence of Lessor or its contractors or agents.
7. **Insurance and General Liability.** The Nextlink must maintain "occurrence" form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage-broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Nextlink must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 per person, \$5,000,000 per occurrence; and property damage of not less than \$1,000,000. These limits may be satisfied by Nextlink's comprehensive general liability coverage or in combination with an umbrella or excess liability policy. Nextlink must keep in force during the term and any renewals of the Agreement a policy covering damages to its property at the Tower.
8. **Failure to Provide Rent.** In the event Nextlink fails to provide Rent as required above, or the failure of Nextlink to perform any of the other terms and conditions of the Agreement, Landlord may give written notice to Nextlink to cure the default. If Nextlink does not cure said default within thirty (30) days after such written notice, Landlord shall have the right to terminate this Lease Agreement by giving ten (10) days written notice to Nextlink and to pursue such legal remedies as shall be appropriate. In the event Landlord incurs any legal fees as a result of any act of, or failure to act by Nextlink, or as a result of any breach by Landlord of any of the terms of this Agreement, Nextlink shall fully indemnify Landlord for the reasonable cost of such legal fees.
9. **Interference.** Nextlink shall take all reasonable measures and precautions to prevent interference to prior installed systems on the tower. Nextlink agrees to respond to complaints of interference reasonably suspected of being produced by its system, within twenty-four (24) hours of receipt of such complaint and, if interference is created to prior installed systems on the tower by Nextlink's equipment, Nextlink agrees to promptly remedy such interference and, if necessary, to cease operations until such interference is cured.
10. **Agreement Termination.** Except as otherwise provided herein, this Agreement may be terminated by Nextlink upon sixty (60) days written notice to the Landlord. In the event that this Agreement is terminated or not renewed, Nextlink shall have ninety (90) days from the termination or expiration date to remove its Antenna Facilities, and related equipment from the Tower.

Should any of the following events occur, Landlord may terminate this Agreement and any interest of Nextlink herein, effective with the commencement of the event:

- (a) Receivership. Proceedings are instituted whereby all, or substantially all, of Nextlink's assets are placed in the hands of a receiver, trustee or assignee for the benefit of Nextlink's creditors, and such proceedings continue for at least thirty (30) days;
- (b) Attachment. Any creditor of Nextlink institutes judicial or administrative process to execute on, attach or otherwise seize any of Nextlink's merchandise, Fixtures or Personal Property, located on the Premises and Nextlink

fails to discharge, set aside, exonerate by posting a bond, or otherwise obtain a release of such property within thirty (30) days; or
(c) Bankruptcy. Nextlink becomes a debtor in any case filed under the Bankruptcy Code or similar law providing relief to bankrupt or insolvent debtors.

11. **Disputes and Notices.** Any claim, controversy or dispute arising out of this Agreement not resolved within ten (10) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, venue for any litigation thereafter shall like in the district courts of the State of Texas. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City Administrator
1209 6th Street
Nevada, Iowa 50201

If to Nextlink, to: Nextlink Broadband
95 Parker Oaks Ln.
Hudson Oaks, TX 76087
ATTN: David Law

12. **Complete Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties. This Agreement shall be construed in accordance with the laws of the State of Texas.
13. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto. Should the Landlord transfer the Site Location to another owner, this Agreement will survive such transfer and remain in full effect.
15. **Payment of Utilities.** Nextlink shall provide connections for the consumption of electricity associated with its use of the Tower and shall promptly pay all costs associated therewith.
16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Landlord

By _____

– Mayor

AMG Technology Investment Group, LLC, a Texas LLC

By _____

David Law – Director of Infrastructure Operations

Exhibit "A"

Description of Location

The Site consists of the Tower located at 1231 W Lincoln Highway Nevada IA.

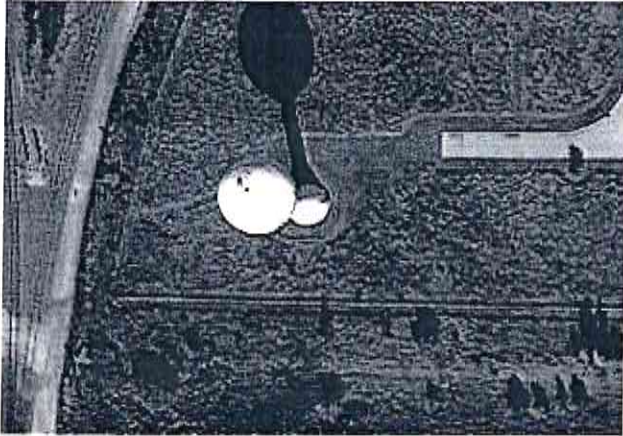
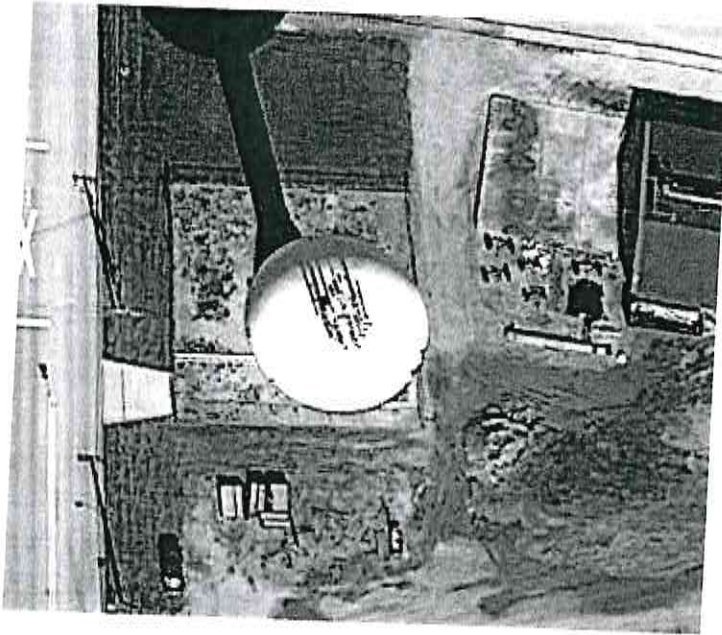


Exhibit "B".

The Site consists of the Tower located at the corner of 8th st and E Ave Nevada IA.





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

To: Mayor and City Council

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

Date: Wednesday, April 7th, 2021

Ref: Report for City Council Meeting for Monday, April 12th, 2021

Staffing

As you read this report, the NPSD will officially be short staffed four (4) officers. This does not include Officer Josie Bailey who is currently deployed. Officer Bailey is expected to return to duty sometime this summer.

From the last hiring cycle, one candidate has received a Conditional Offer. Further testing will take place.

A third hiring cycle will start shortly. The NPSD has two seats reserved for the fall ILEA Basic School. Two more seats have been reserved for the January 2022 ILEA Basic School with the hope of not having to utilize them. Should the City Council agree to the \$5,000 bonus, it is hoped we can attract at least one (1) certified officer to our department, two (2) would even be better.

To provide you some perspective concerning our hiring dilemma, I did a poll of the other agencies in Story County. The results were as follows:

ISU PD	8 Officers Short
Ames PD	5 officers short; Chief of Police, 6 other non-sworn positions
Story City PD	1 Officer since 11/2019
Huxley PD	Full Staff as of 1/2021
SCSO	Full Staff as of 1/2021

Hiring Cycle

The NPSD did a hiring in the fall of 2020, with negative results. As soon as ending that process, another cycle was started in December 2020. Currently one candidate has received a Conditional Offer. An Employment Offer is expected to be offered shortly, pending on the medical and psychological testing. If all goes well, this candidate will be sworn in at the April 26th City Council Meeting, and attending the May 3rd ILEA Basic School.

The Command Staff {Command Staff includes the three (3) Sergeants, DFE Ray Reynolds, and myself} of the NPSD have been meeting and discussing how to best advertise our positions. Some ideas which have been done, and others to initiate, include updating our Facebook and other social media platforms, creating videos, job fairs, print & digital ads out of state, digital ads at select locations (such as workout facilities and gyms), meeting with students involved with criminal justice throughout the area, both in person and virtual.

Nuisance Abatements

The NPSD has initiated addressing nuisance abatements. Given our current manpower shortage, the focus is on the most egregious violations. If you know of any violators or you are contacted by citizens concerning a nuisance please direct them to the NPSD or forward the information.

Part Time Officers

Currently Officer Ryan Hutton continues to work for the NPSD on a part time basis. This has been a great asset, and relieve, for staff. Discussion on including additional part time officers are taking place.

Attendance - City Council Meetings

Starting in March 2021, Sgts. Josh Cizmadia, Chris Brandes, and Andrew Henderson will, individually, be attending the City Council meetings. This will provide them more exposure to the duties of the City Council, an opportunity to meet and interact with Nevada Governmental officials, and for City Council to get to know them. The Sergeants will devise a schedule for this. I will attend the City Council meetings if there are items of discussion affecting the Nevada Public Safety Department.

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police

Ricardo Martinez

From: Brian Hanson <vandhbrian@gmail.com>
Sent: Tuesday, March 23, 2021 3:13 PM
To: Ricardo Martinez
Subject: parking

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

I would formally request for permission by the city to Reserve,(block off) 5 parking spots in front of the Talent Factory.

The date for this would be Saturday March 27, 2021.

We would block off these spots Saturday afternoon until approximately 7:30 PM.

At which time we would take a few wedding pictures and then immediately open the spots back up for the public.

Thanks for your consideration

--

Brian Hanson

V& H Ag Services

515-382-3561 - office

515-291-3719 - cell



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

Dated: Wednesday, March 24th, 2021

Brian Hanson
1237 2nd Street
Nevada, Iowa 50201
O: 515-382-3561
C: 515-291-3719
E: vandhbrian@gmail.com

Ref: Closing Parking Spaces

Dear Brian,

I am in receipt of your email dated Tuesday, 3/23/2021. Based on this email and our conversation on Monday, 3/22/2021, you are asking to close parking spaces in front of the Iowa Talent Factory, 1114 6th Street. This request is in connection to the wedding of your daughter. The Iowa Talent Factor is a theatre. The area directly in front of the theatre is a no parking zone. You would like to close off the two parking spaces immediately adjacent to this no parking area to the north and south.

This request is for Saturday, March 27th, 2021; you advise you will immediately open these spaces no later than 7:30. However, you do not state when you would like to close off this parking area. Based on our conversation, this will be for a short time period when it is dark. Unless you have an objection, if this event takes place between 5:00pm and 7:30pm this would be acceptable.

Your request is approved.

You must allow access for emergency vehicle traffic if necessary.

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

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

Congratulations on the marriage of your daughter. These are always very special events in any family. I hope all goes well. Any questions or concerns please let me know.

Respectfully,


Ricardo Martinez II
Public Safety Director/Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Jeremy Rydl, Nevada Public Works Director
Command Staff, Nevada Public Safety Department
Mayor and City Council Members



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



MEMORANDUM

TO: Ricardo Martinez, Public Safety Director
FROM: Ray Reynolds, Director of Fire and EMS
DATE: April 1, 2021
REF: Activity report for Trustees, City Council and Honorable Mayor.

Total Calls for 2021: 144

Fire calls for March 2021: 8

EMS calls for March 2021: 30

Good intent calls for March 2021: 3

Community Events for March 2021: 1

Narcan administered this month: 0

*However, we did have 2 people overdose on a drug Narcan would not be recommended to treat.

Vaccination Clinic

Nevada staff and paramedics assisted in administering the Pfizer Covid 19 vaccine during the vaccination clinic held at Gates Hall on March 27th. Over 1200 vaccination doses were administered between 8am - 2:30 pm. The department plans to assist for the second dose administration on April 17, 2021.



Paint Iowa Beautiful

The department would like to once again paint the fire hydrants this year. The department was awarded 7 gallons of paint from Diamond Vogel as part of the Paint Iowa Beautiful award. This will help the department's budget as we paint over 300 fire hydrants. You may get asked why we paint the hydrants certain colors. The color of the caps are reflective of the water flow rates we expect from the hydrant. We work closely with the water department to assure all hydrants are quickly addressed when we find issues. All hydrants are tested and flushed annually. All caps are removed annually to assure they are in good working order. People should not worry about the color of the hydrant closest to their home. We train how to connect using multiple hydrants and our apparatus carry enough supply line to reach hydrants as far away as 3 blocks. The average hydrant spacing is 300 feet.

Cap Color	Available Flow Rate
Red	Less than 500 GPM
Orange	500-999 GPM
Green	1,000-1,499 GPM
Light Blue	1,500 GPM and above

Engine 310

Given the large projects taking place in the community, the department is choosing to hold off on replacing engine 310 (24 years old). The members felt it best to avoid competing for donation money against the field house project. The engine will get new tires in July during the next budget cycle and we will monitor and conduct preventive maintenance like we continue to do. The age of the apparatus along with the lack of modern safety features is a higher risk than we would normally be comfortable taking. However, we believe our awareness of issues along with driver's training will mitigate some of those risks. We are being told the price of steel and equipment will take the price of a new engine up nearly 15-20% by the time we are ready to buy. The department would like to build up our capital account and purchase an engine in a 2 year time frame. Both engines are a requirement to maintain our ISO 3 rating. When we do replace the engine, we will get rid of one smaller tanker truck and keep the larger 2,600 gallon tanker.

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



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

April 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

The SRF Process is being finalized for the 2nd Phase of the Wastewater Treatment Facility Construction. Monday's agenda will >>>>>>

The Iowa Department of Transportation approved distributing additional dollars from the federal pandemic relief fund to the state, counties and cities on a per capita basis for road repairs/maintenance. The funds will be distributed in April. The additional Road Use Tax funds we are estimated to receive are approximately \$64,739.94.

The US Census has announced a delay in the data for states/counties/cities. We typically would see the data counts by April 1st but they have advised it will not be delivered until September 30, 2021. The information is used to redraw or redistrict our boundaries. We do this by Ordinance and have 60 days in which to comply. We will be working with Story County to turnaround any Ordinances that are needed in October. Our Census data also has an impact on our Road Use Tax and Local Option Sales Tax dollars that we receive.

For: April 12, 2021 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Bellis, Interim Library Director

Nevada Public Library Council Report

- Due to rising positivity rates in Story County, the library has returned to Phase 2 of our reopening plan. In this phase, browsing and computers are available by appointment, and patrons can also request materials for curbside pickup. Copying, printing, and faxing are also available via curbside service. When the 14-day positivity rate falls below 5% and stays there for at least 1 week, we will again proceed to Phase 3, which allows patrons to come and go without appointment.
- We have received a number of positive comments recently about the services that we are offering to our community, such as:
 - A patron commented that she couldn't get along without her reading, and the library is doing a good job providing books for everyone during this trying time.
 - A patron picking up her curbside order said "This has been a God send! This is awesome, thank you so much."
 - Someone from Little Cubs daycare commented that the ability to reserve and pick up a box of books "worked out beautifully." She told us that the teachers are reading more books to the kids as a result, and that the kids are really enjoying the variety of books available.
 - A patron picking up books told us we have "done a stellar job of getting patrons what they need" and that our staff have "always done it with a smile."
- April 4 – 10 was National Library Week this year. To celebrate, we have created a library BINGO sheet which highlights many of the great services and items available through the library. BINGO sheets will be available all month long, and we are awarding prizes for completed BINGOs.
- The Friends of the Library group will begin offering book sales from 10:00 – 12:00 on the first Saturday of each month, starting May 1. There will be a limited number of people

allowed in at a time, and people will be asked to enter through the door on the west side of the library.

LIBRARY BOARD OF TRUSTEES MONDAY, MARCH 15, 2021, 5:00 P.M.

Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees via Zoom in accordance with emergency measures as a result of the COVID-19 Pandemic on Monday, March 15, 2021 at 5:06 p.m. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Elizabeth Klaes, Peter Korsching, Tim McLaughlin, David Morris, and Adam Riedell. Absent: Priscilla Gammon and Allison Severson (arrived at 5:33 p.m.).

Others in attendance were Interim Library Director Amanda Bellis, Collette Wait, and Donna Mosinski.

Motion by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Korsching, Morris, Riedell, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

The Board welcomed Tim McLaughlin as the newest board member.

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

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

- (1) Approve **minutes** of the February 17, 2021 regular meeting
- (2) Approve March 2021 **claims** totaling \$6,195.56 (see attached list)
- (3) Accept and place on file the Director's **memo** dated March 12, 2021
- (4) Accept and place on file the February 2021 **financial report**

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

Collette Wait presented the proposal from Luminous Lighting for LED lighting in the library.

Allison Severson arrived at 5:33 p.m.

Motion by Board Member Peter Korsching, seconded by Board Member Tim McLaughlin, to accept the proposal from Luminous for \$12,062.49. The roll being called, the following named members voted. Ayes: Korsching, McLaughlin, Morris, Riedell, Severson, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member David Morris, seconded by Board Member Allison Severson, to approve the Enrich Iowa Agreement. The roll being called, the following named members voted. Ayes:

Morris, Severson, Klaes, Korsching, McLaughlin, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

Interim Library Director Amanda Bellis reported on:

- They are going into Phase 3 of the reopening plan. The board asked about meeting in person for the next meeting.
- The downtown project will impact the drive up drop box this summer. The walk up drop box is now open.
- They are still receiving applications for Library Director.

The next meeting will be held at 5:00 p.m. Monday, April 19, 2021.

There being no further business to come before the Board, it was moved by Board Member David Morris, seconded by Board Member Tim McLaughlin, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Morris, McLaughlin, Riedell, Severson, Klaes, and Korsching. Nays: None. Chairperson Adam Riedell declared the motion carried. At 6:21 p.m. he adjourned the meeting.

ATTEST:

Elizabeth Klaes, Secretary

Adam Riedell, Chairperson