



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 10, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQl9ML0ZOeEIOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, May 10, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Urban Renewal Amendment
 1. Public Hearing, on Proposed Amendment to the Nevada Urban Renewal Area
 2. Resolution No. 103 (2020/2021): A Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area
 3. Resolution No. 104 (2020/2021): A Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with M&R Properties Iowa, LLC, including Annual Appropriation Tax Increment Payments
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

- A. Approve Minutes of the Regular Meeting held on April 26, 2021
- B. Approve Minutes of the Special Meeting held on April 29, 2021
- C. Approve Payment of Cash Disbursements, including Check Numbers 75605-75685 and Electronic Numbers 935-937 (Inclusive) Totaling \$585,456.26 and the Great Western Purchase Card transactions totaling \$2,108.53 (See attached lists)
- D. Approve Financial Reports for Month of March, 2021
- E. Approve Officer Training Reimbursement Agreement with Kellan Sydnese

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

A.

7. OLD BUSINESS

- A. 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, second reading
- B. Approve Pay Request No. 11 for the Central Business District Infrastructure Project from Con-Struct, in the amount of \$330,275.18

8. NEW BUSINESS

- A. Discussion and Appropriate Follow-up on Approval of Bank Financial Services Agreement for FY21/22 through FY23/24
- B. Approve 5-Day Class B Beer Permit, Outdoor Service (Fairgrounds), for Nevada Jaycees, Effective Date May 21, 2021, Expiration Date May 26, 2021, pending Dram Insurance approval
- C. Resolution No. 106 (2020/2021): A Resolution approving the Overhang Easement between the City of Nevada and ITC Midwest LLC
- D. Resolution No. 107 (2020/2021): A Resolution approving the Agreement for Concrete Repairs at 636 Lincoln Highway

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

10. ADJOURN

The agenda was posted on the official bulletin board on May 6, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2021-05-10.DOC



AGENDA MEMO
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 10, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

4. PUBLIC HEARING(S)

A. Urban Renewal Amendment

1. Public Hearing, on Proposed Amendment to the Nevada Urban Renewal Area
2. Resolution No. 103 (2020/2021): A Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

Enclosed you shall find the resolution to approve the Urban Renewal Plan Amendment.

3. Resolution No. 104 (2020/2021): A Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with M&R Properties Iowa, LLC, including Annual Appropriation Tax Increment Payments

Enclosed you shall find the resolution to set the public hearing for the proposed Development Agreement with M&R Properties Iowa, LLC.

7. OLD BUSINESS

- A. 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, second reading**

Enclosed you shall find the ordinance for the ITC Midwest LLC franchise. This is the second reading.

- B. Approve Pay Request No. 11 for the Central Business District Infrastructure Project from Con-Struct, in the amount of \$330,275.18**

Enclosed you shall find the pay request from Con-Struct for the CBD Infrastructure Project. HR Green has reviewed the pay request and recommends approval.

8. NEW BUSINESS

- A. Discussion and Appropriate Follow-up on Approval of Bank Financial Services Agreement for FY21/22 through FY23/24**

Enclosed you shall find an Action Form providing detail for the Financial Services Agreement.

- B. Approve 5-Day Class B Beer Permit, Outdoor Service (Fairgrounds), for Nevada Jaycees, Effective Date May 21, 2021, Expiration Date May 26, 2021**

Enclosed you shall find the Liquor License application, map and inspection approval for the Nevada Jaycees Beer Garden on Saturday, May 22nd in conjunction with the RUN Country Fest. It will be held at the Bob Williams Pavillion. The beer garden will begin at 5:00 p.m. and end at Midnight.

- C. Resolution No. 106 (2020/2021): A Resolution approving the Overhang Easement between the City of Nevada and ITC Midwest LLC**

Enclosed you shall find the resolution and easement with ITC Midwest LLC needed to construct and maintain their lines.

- D. Resolution No. 107 (2020/2021): A Resolution approving the Agreement for Concrete Repairs at 636 Lincoln Highway
Enclosed you shall find a resolution and proposed agreement to replace some damaged concrete at the Andrew and Jennifer Kelly property. The legal description and review by the Kelly's are still needed.

Proof Of Publication in
NEVADA JOURNAL

Item # 4A-1/2
Date: 5/10/21

FILED
APR 28 2021
CITY OF NEVADA

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

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

CITY OF NEVADA
Public Hearing - Urban Renewal Amendment

was published in said newspaper 1 time(s) on

April 22, 2021

the last day of said publication being the
22nd day of April, 2021

#1403466
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, Io-
wa, will hold a public hearing on
the question of amending the ur-
ban 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 fi-
nancing support to JLA, LLC and
Kathy Kockler in connection with
the redevelopment of a mixed-use
building, including commercial re-
tail space; (2) providing tax incre-
ment financing support to Evie
and Seth Peterson in connection
with the redevelopment of an ex-
isting 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 con-
struction of new commercial
buildings. A copy of the amend-
ment is on file for public inspec-
tion in the office of the City Clerk.

Due to federal and state govern-
ment recommendations in re-
sponse to COVID-19 pandemic
conditions, the meeting will also
be accessible electronically via
Zoom at the following:
<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIuUXZHCzZlQl9ML0Z0eEIQdz09>

OR by phone: (312) 626-6799,
(646) 558-8656, (301) 715-8592
Webinar ID: 879 6173 3099 Pass-
word: 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 hearings.

Kerin Wright, City Clerk

Published in the Nevada Journal
on April 22, 2021 (17)

Amy Kokott
Legal Clerk
Shelly Hora
Notary Public, State of Wisconsin, County of Brown
8-25-23

My commission expires

sworn to before me and subscribed in my presence by this the
22nd day of April, 2021

FEE: \$32.51
AD #: 0001403466
ACCT: 37490

SHELLY HORA
Notary Public
State of Wisconsin

HEARING ON AND APPROVAL OF 2021
AMENDMENT TO THE NEVADA
URBAN RENEWAL AREA

420131-103

Nevada, Iowa

May 10, 2021

The City Council of the City of Nevada, Iowa, met on May 10, 2021, at 6:00 o'clock, p.m., at the Nevada City Hall Council Chambers, in the City for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

The meeting could alternatively be accessed electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQi9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099

Password: 287321

The City Council offered attendance to 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 City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area," seconded by Council Member _____. After 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 and signed approval thereto.

RESOLUTION NO. 103 (2020/2021)

Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

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

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of new urban renewal projects (the "Projects") in the Urban Renewal Area 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

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on May 10, 2021; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Story County and the Nevada Community School District; the consultation meeting was held on the 21st day of April, 2021; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The Projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved May 10, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

....

Upon motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

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.

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Nevada, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Nevada Urban Renewal Area in the City of Nevada, Iowa.

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

May 5, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: 2021 Amendment to the Nevada Urban Renewal Area
Our File No. 420131-103

Dear Kerin:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the 2021 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos, Severie Orngard, or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(M&R Properties Iowa, LLC)

420131-103

Nevada, Iowa

May 10, 2021

A meeting of the City Council of the City of Nevada, Iowa, was held at 6:00 o'clock p.m., on May 10, 2021, at the Nevada City Council Chambers, Nevada, Iowa, pursuant to the rules of the Council.

The meeting could alternatively be accessed electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQlQ9ML0ZOeElOdz09>
OR by phone: (312) 626-6799, (646) 558-8656, (301) 715-8592
Webinar ID: 879 6173 3099 Password: 287321

The City Council offered attendance to 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 was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 104 (2020/2021)

Resolution to Fix a Date of Meeting at Which it is Proposed to Approve a Development Agreement with M&R Properties Iowa, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Nevada, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Nevada Urban Renewal Area (collectively the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with M&R Properties Iowa, LLC (the "Developer") in connection with the construction of new commercial buildings by the Developer in the Urban Renewal Area; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments in an amount not to exceed \$55,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Nevada, Iowa, as follows:

Section 1. This City Council shall meet on May 24, 2021, at 6:00 o'clock p.m., electronically and/or at the Nevada City Hall Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH M&R PROPERTIES IOWA, LLC AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Council Chambers, on May 24, 2021, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and M&R Properties Iowa, LLC (the "Developer"), in connection with the construction of new commercial buildings by the Developer in the Nevada Urban Renewal Area, which Agreement provides for certain financial incentives to the Developer in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$55,000, as authorized by Section 403.9 of the Code of Iowa.

The agreement to make annual appropriation incremental property tax payments to the Developer will not be a general obligation of the City, but such payment will be payable solely and only from incremental property tax revenues generated within the Nevada Urban Renewal Area. Some or all of the payments to the Developer under the Development Agreement will be subject to annual appropriation by the City Council.

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQl9ML0ZOeElOdz09>

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 the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Nevada, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Kerin Wright
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

Passed and approved May 10, 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
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement with M&R Properties Iowa, LLC.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original 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.

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



May 5, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Development Agreement
M&R Properties Iowa, LLC
File No. 420131-103

Dear Kerin:

Attached are copies of proceedings to enable the City Council to act on May 10, 2021 to set May 24, 2021 as the date for a public hearing on the proposed Development Agreement with M&R Properties Iowa, LLC, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) nor more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is May 20, 2021. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to orngard.severie@dorsey.com.

We will prepare and forward to you in time for the May 24, 2021 meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

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

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

NEVADA CITY COUNCIL - MONDAY, APRIL 26, 2021 6:02 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 6:02 p.m. on Monday, April 26, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ric Martinez, Ray Reynolds, Tim Hansen, Jeremy Rydl, Chris Brandes and Larry Stevens.

Also in attendance were: Marty Chitty, John Hall, Karen Selby, Linda Griffith, Susan Haberl, Michelle Cassabaum, Don Juhl and Todd MacVey.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Sale of Property, Gates Hall

1. Public Hearing –

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 **April 15, 2021**. The public hearing is **for the proposed Sale of Property, Gates Hall**. There were **written objections presented to council** to the aforementioned recommendation. At 6:05 p.m. the hearing was closed.

2. Resolution No. 098 (2020/2021): A Resolution to Dispose of Real Property, Gates Hall

Motion by Barb Mittman, seconded by Dane Nealson, to **adopt Resolution No. 098 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Mittman, Nealson, Sampson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

B. ITC Electric Transmission Franchise

1. Public Hearing –

At 6:06 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 15, 2021**. The public hearing is for the **proposed addition of Chapter 114, Electric Transmission Franchise, to the City of Nevada Code of Ordinances**.

There were **no written or oral objections** to the aforementioned recommendation. The hearing was closed at 6:06 p.m.

2. 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

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Ordinance No. 1017 (2020/2021), first reading**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Jason Sampson, to **approve the following consent agenda items**:

- A. Approve Minutes of the Regular Meeting held on April 12, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75524-75604 and Electronic Numbers 926-932 (Inclusive) Totaling \$520,057.86 (See attached list)
- C. Approve Renewal Class "C" Liquor License, Class "B" Native Wine, Sunday Sales and Catering Privilege Permit, Farmhouse Catering LC, d/b/a Gatherings, 1024 6th Street, Effective April 25, 2021
- D. Schedule Public Hearing for Fiscal Year 2020/2021 Budget Amendment, #2, for May 24, 2021 and Authorize Publication

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

6. PUBLIC FORUM

- A. Mayor Barker proclaimed the week of May 9-May 15, 2021, as Economic Development Week, and thanked NEDC and the Ames Chamber for their efforts.
- B. Mayor Barker swore in Police Officer Kellan Sydnese.

7. OLD BUSINESS

- A. Approve Pay Request No. 4 for the Wastewater Treatment Facility, Phase 1, from Wenthold Excavating LLC in the amount of \$173,867.34

Motion by Jason Sampson, seconded by Brian Hanson, to **approve Pay Request No. 4 for the Wastewater Treatment Facility, Phase 1, from Wenthold Excavating LLC in the amount of \$173,867.34**. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 099 (2020/2021): A Resolution modifying the Emergency Response to COVID 19 Pandemic

Motion by Barb Mittman, seconded by Sandy Ehrig, to **adopt Resolution No. 099, (2020/2021).** After due consideration and discussion the roll was called. Aye: Mittman, Ehrig, Hanson, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

- A. Approve Neighborhood Improvement Incentive Program, 1718 2nd St., Cary & Sheri Martin

Motion by Luke Spence, seconded by Jason Sampson, to **approve the Neighborhood Improvement Incentive Plan for Cary and Sherri Martin for demolition of 1718 2nd St. in the amount of \$6,717.46.** After due consideration and discussion the roll was called. Aye: Spence, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 100 (2020/2021): A Resolution setting Requirements for the Sale of Certain Property located within the Amended and Restated Urban Renewal Area; (2) Determining that the Proposal submitted by a Potential Purchaser satisfies the Requirements and Declaring the Intent of the City to Accept the Proposal Proposed, in the Event that No Competing Proposals are Submitted; And (3) Soliciting Competing Proposals.

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 100 (2020/2021).** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

9. Nuisance Hearing for 536 4th Street

Nuisance Hearing began at 6:22 p.m. regarding 536 4th Street. City Attorney Erin Clanton provided the exhibits regarding the property and the violations of Nevada City Code Chapter 145 creating a nuisance on the property. Director of Fire/EMS Reynolds provided details regarding the fire that took place at the property. Property owner Todd MacVey and his attorney Don Juhl provided their documentation and response. Nuisance Hearing concluded at 7:45 p.m.

- A. Action on Council Findings regarding Nuisance

After due consideration and discussion consensus of the council determined the property to be a nuisance in violation of Nevada City Code Chapter 145 and instructed City Attorney Clanton to draft a Resolution and Order for the property going forward. The council will review the resolution at the special meeting on April 29th, 2021.

10. REPORTS:

Mayor Barker reported on the vaccination efforts. He also advised the city is collaborating with Main Street to get some murals for downtown.

Council Member Nealson reported on the Donut Dash and other events. Council Member Sampson noted the Masonic pancake breakfast went well. They will also be having a Food Truck, Car Show and Bags Tournament event. Council Member Hanson relayed the comments he heard during a baseball tournament regarding the SCORE park fields and how great they were.

Public Works Director Rydl advised Mark Jones began his duties as Wastewater Supervisor. Staff has been patching and putting rock down.

Director of Fire/EMS Reynolds reported Mary Greeley donated a cardiac monitor. He also relayed his experience with recruiting volunteers.

Park and Rec Director Hansen advised spring programs are in full force, staff has been working at the cemetery. He thanked the Rotary for their work at the pool and they also had volunteers at the cemetery. Trees were planted by volunteers at Harrington Park as well.

Public Safety Director Martinez reported on the hiring issues and how it is affecting a lot of departments.

City Engineer Stevens updated council on the various projects within the city.

11. ADJOURNMENT

There being no further business to come before the meeting, motion by Brian Hanson, seconded by Dane Nealson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 7:59 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL - THURSDAY, APRIL 29, 2021 8:30 A.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 8:30 a.m. on Thursday, April 29, 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, Dane Nealson (Zoom), Sandy Ehrig (Zoom), Luke Spence, Barb Mittman. Absent: Jason Sampson. Jason Sampson joined via Zoom at 8:33 a.m.

Staff Present: Erin Clanton, Jordan Cook and Kerin Wright.

Also in attendance were: John Hall

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Proposed Voluntary Annexation of Territory into the City of Nevada, Iowa

1. Public Hearing –

At 8:32 a.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 15, 2021**. The public hearing is **proposed annexation of territory into the City of Nevada, Iowa**.

There was **one written letter and an oral objection received** to the aforementioned recommendation. The public hearing was closed at 8:33 a.m.

Jason Sampson joined via Zoom at 8:33 a.m.

2. Resolution No. 101 (2020/2021): A Resolution Approving the Annexation of Territory into the City of Nevada, Iowa – Verbio Nevada, LLC and Union Pacific Right-of-Way

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 101 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

5. Resolution No. 102 (2020/2021): A Resolution and Order Regarding Dangerous Building, 536 4th Street

Motion by Barb Mittman, seconded by Luke Spence, to **adopt Resolution No. 102 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Mittman, Spence, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

6. Appoint City Administrator Jordan Cook as Interim Building Official and authorize him to make reasonable arrangements for work to be performed

Motion by Brian Hanson, seconded by Dane Nealson, to **approve the appointment of City Administrator Jordan Cook as Interim Building Official and authorize him to make reasonable arrangements for work to be performed**. After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

7. ADJOURNMENT

There being no further business to come before the meeting, motion by Luke Spence, seconded by Sandy Ehrig, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 8:44 a.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

**CITY OF NEVADA
CLAIMS REPORT FOR MAY 10,2021
4/27/21 THRU 5/10/21**

VENDOR	REFERENCE	AMOUNT	CHECK #
ALLIANT	ALL-UTILITIES	8,220.42	75605
NEVADA POSTMASTER	UTILITY POSTAGE	850.08	75606
MARTIN CONST	NIIP MARTIN 1718 2ND ST	6,717.46	75607
WINDSTREAM	ALL-UTILTIES	2,005.86	75608
AMAZON	ALL-SUPPLIES	1,620.88	75609
MENARDS	FD-FLAG	73.98	75610
WENTHOLD EXCAVATING	WWTF-PHASE 1	173,867.34	75611
GREAT WESTERN	FD,ALS SPPLS	5,035.79	935
WELLMARK	HEALTH 5/2021	23,450.41	75612
DELTA DENTAL OF IA	DENTAL 5/2021	2,701.08	75613
FIDELITY SECURITY LIFE	VISION 5/2021	725.40	75614
TREASURER STATE OF IA	SALES TAX 4/16-30/2021	1,543.65	936
EFTPS	FED/FICA TAX	28,755.10	937
ICMA	DEFERRED COMP	920.00	75621
COLLECTION SVC CTR	CHILD SUPPORT	832.24	75622
GREAT WESTERN	HSA	329.99	75623
BIG 8 TYRE	CEM/WTR-REPAIRS	570.20	75624
BROWN SUPPLY	WTR-VALVE BOX/WRENCH/VALVE BOX	344.50	75625
FAREWAY	WTR/REC/STS/4PLX/CBD-SUPPLIES	202.45	75626
ALLIANT	ALL-UTILITIES	20,368.63	75627
PRATT SANITATION	ALL-GARBAGE	741.00	75628
AMES LOCK & SECURITY	WWT-LOCK	154.90	75629
FIRST CLASS SIGNS	REC-SPONSOR BANNERS	123.50	75630
COMPUTER RESOURCE SPECIALISTS	ADM/PD/WWT/P&R-IT SVCS	4,623.61	75631
ARNOLD'S	STS-BATTERY/SHOCK	206.60	75632
LOWE'S	CEM/PD-SUPPLIES	256.92	75633
NEDC	ED-RURAL HSNG READINESS ASSESS	5,000.00	75634
IA DNR	WWTP-APP FEE	85.00	75635
STORY CO MEDICAL	CH/WWT/PD-EMP PHY	551.50	75636
STANARD & ASSOC	PD-RECRUITMENT TEST	147.00	75637
NORTHLAND PRODUCTS	STS-OIL	1,500.82	75638
SEE, HAROLD	WWT-CRADE II CERT RENEWAL	60.00	75639
HOKEL	POOL-HARDWARE	4.52	75640
NEVADA MONUMENT CO	CEM-NICHES	1,330.00	75641
NEVADA COMM SCHOOL	ALL-FUEL	5,968.32	75642
IA DOT	STS-PAINT	3,748.80	75643
COUNTRY LANDSCAPES	PKM-TREES	400.00	75644
GOOD AND QUICK	FD-SUPPLIES	13.38	75645
DIAMOND VOGEL	FD/PKM-PAINT	905.10	75646
IA IRRIGATION	PKM/POOL/CH-IRRIGATION START UP	1,995.89	75647
FEDERAL EXPRESS	ADM-SHIPING	18.93	75648
SANDRY FIRE SUPPLY	EMS-COAT GOBELL	2,061.99	75649

BSN SPORTS	REC-BB SHIRT	9.00	75650
MIDIOWA NET	PKA/PKM-INTERNET	82.50	75651
INT ASSOC OF FIRE CHIEF	FD-LOCHART DUES	122.50	75652
REESE ELECTRIC	WTR-GENERATOR MOTOR RPR	609.88	75653
HR GREEN	ALL-ENGINEERING	174,690.69	75654
NORTHWAY WELL AND PUMP	WTR-WELL#4 TELEVISING	1,800.00	75655
JAX	REC-SB BAT	59.48	75656
ZIMCO	PM-HERBICIDE	200.00	75657
MISSISSIPPI LIME	WTR-QUICKLIME	6,717.96	75658
KELTEK INC	PD-SUPPLIES	125.48	75659
CONSTRUCTION MAT	CBD-IMPROVEMENTS	465.00	75660
ALPHA COPIES	ADM-NEWSLETTER	456.50	75661
RAY O'HERRON CO	PD-GLOCK	332.79	75662
MEDIACOM	ALL-INTERNET SVC	414.90	75663
ENVIRONMENTAL RES	WWT-PH	110.01	75664
NEVADA SENIORS	WTR/WWT-UTILTY BILLING	225.00	75665
PEPSI	4PLX-CONCESSIONS	364.00	75666
MED COMPASS	FD-PHYSICALS	2,840.00	75667
KRUCK P & H CO.	CH-PREVENTIVE MAINT/WINTER	602.25	75668
SHRED-IT	PD-SHREDDING	136.77	75669
MNG, INC	REC-SB JERSEYS	2,521.00	75670
RACOM CORP	FD-PAGER BATTERIES	31.00	75671
MARTIN BROS DISTR	4PLX-CONCESSIONS	1,081.20	75672
BOUND TREE MEDICAL	EMS-SUPPLIES	132.80	75673
AXON ENTERPRISE	PD-HENDERSON SUPPLIES	1,376.27	75674
MENARDS	WWT/STS-SUPPLIES	458.05	75675
MACQUEEN EQPMT	STS-FILTER/SCREEN	430.86	75676
HONEYBADGER MKTG	PD-RECRUITMENT	166.25	75677
LIFEMED SAFETY	EMS-BATTERY	200.00	75678
MURALS & DESIGNS BY JOAN	ED-MURAL CONCEPT SKETCHES	125.00	75679
SAFE BUILDING	P&Z-1335 MAVE/BLDG-ELEC INSPCT	122.47	75680
SYDNES, KELLAN	PD-UNIFORM REIMB	230.00	75681
ASTRA SECURITY	PKM-SECURITY CAMERAS	1,467.30	75682
ASTRA SECURITY	PKM-SECURITY CAMERAS	1,467.30	75683
SKARSHAUG TESTING LAB	FD-HYDRANT BAGS	111.58	75684
JOHNSTON HYVEE	PD-SYDNES ILEA MEALS	2,018.50	75685
	Accounts Payable Total	511,337.53	
	Payroll Checks	74,118.73	
	***** REPORT TOTAL *****	585,456.26	
	GENERAL	131,160.91	
	ROAD USE TAX	32,493.21	
	LOCAL OPTION SALES TAX	10,308.96	
	NORTH STORY BASEBALL	394.30	
	PARK OPEN SPACE	2,934.60	
	CBD DOWNTOWN IMPR	3,215.01	

WATER	30,593.64
JORDAN WELL	2,435.25
SEWER	32,412.77
SEWER CAP IMP PROJECT	305,679.20
SRF SPONSORED PROJECT	29,171.43
REVOLVING FUND	<u>4,656.98</u>
TOTAL FUNDS	585,456.26

GREAT WESTERN PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 05/10/2021 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
4/2/2021	Active Screening	REC, Umpire Background	653.00	849378	174-470-6413
4/6/2021	American Red Cross	POOL, Training	192.00	3169716	001-435-6240
4/8/2021	Saraglove	PKM, gloves	199.00	175758	001-431-6599
4/9/2021	Rain Drop Products	POOL, Replacement Skirt	165.00	1208360	001-435-6341
4/9/2021	AED Superstore	POOL, AED parts	388.52	482966	001-435-6510
4/13/2021	Walmart	POOL, CROCKPOT	28.91	4256	001-435-6305
4/15/2021	AED Superstore	POOL, Return	(25.42)	1889377	001-435-6510
3/26/2021	Farm Grounds	ADM, website trng	12.84	26095	001-613-6420
4/1/2021	GoDaddy	ADM, Website	15.12	1847482162	121-613-6431
4/15/2021	Farm Grounds	STS, Retirement reception	154.08	15852	001-613-6419
4/15/2021	Iowa League of Cities	ADM, Trng Ellsworth	128.00	23983	001-620-6240
3/25/2021	Crowd Mgr Training	PD, Crowd trng	19.95	1770	001-110-6240
3/25/2021	IA Secretary of State	PD, notary renewal	30.00		001-110-6599
3/25/2021	IA Secretary of State	PD, notary renewal	30.00	2891524	001-110-6599
4/6/2021	Key-Mart	PD, Office Professional	46.55	93519	001-110-6420
4/19/2021	Zoom	ADM, meetings	67.98	81212546	001-131-6451
4/21/2021	Facebook	PD, job posting	3.00	FE8CY3BUH2	001-110-6484

POSTING & PAYMENT DATE:

May 19, 2021

City Administrator

2,108.53

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
01-000-1110	CASH-GENERAL FUND	62,682.20-	6,950,308.77
02-000-1110	CASH-HOTEL/MOTEL	1,361.14	22,137.61
00-000-1110	CASH-ROAD USE TAX	11,387.18-	1,915,865.83
02-000-1110	CASH-EMPLOYEE BENEFITS	22,860.28	553,790.83
03-000-1110	CASH-RUT CAPITAL	227.49	161,555.61
09-000-1110	CASH-EMERGENCY FUND	2,378.14	44,840.86
01-000-1110	CASH-LOCAL OPTION TAX	155,157.10	980,853.65
05-000-1110	CASH-TIF	32,957.19	2,615,618.03
06-000-1110	CASH-LMI SUBFUND		77,320.56
07-000-1111	RESERVE-WELLS	2.74	1,771.42
07-000-1113	RESERVE-ZWILLING	.17	111.36
07-000-1114	RESERVE-ALBERRY	1.57	1,013.54
08-000-1118	RESERVE-UNDESIGNATED	.01	7.92
08-000-1119	RESERVE-HARMS TRUST, GREEN SP	40.73	26,374.91
09-000-1110	CASH-LIBRARY TRUST	236.72-	39,241.90
01-000-1110	CASH-FIRE TRUST	26.87	17,397.39
02-000-1110	CASH-SCORE UNDESIGNATED	8.76	5,671.59
03-000-1110	CASH-SCORE O&M	.41	263.51
01-000-1110	CASH-NORTH STORY BASEBALL	16,518.14-	11,199.76
01-000-1110	CASH-SENIOR COMM CENTER	12.50	8,097.47
01-000-1110	CASH-GH PIANO	29.26	18,948.19
01-000-1110	CASH-POLICE FOREITURE	18.76	12,149.05
01-000-1122	RESERVE-GRNBLT MAP 2005	5.55	3,595.13
01-000-1124	RESERVE-ST CO TRAIL	.61	396.53
01-000-1125	RESERVE-IND RDG GREENBE	2.64	1,711.75
01-000-1127	RESERVE-UNRESTRICTED	1,733.40	73,042.16
01-000-1128	RESERVE-SCORE SCOREBOAR	7.08	4,583.41
01-000-1130	RESERVE-LANDSCAPING	17.60	6,402.07
01-000-1131	RESERVE-FIELD MAINT	1,395.80	11,275.68
01-000-1132	RESERVE-LEW HANSEN SUB	2.18	1,408.77
01-000-1133	RESERVE-87 SOUTHWOOD	11.71	7,580.52
01-000-1134	RESERVE-MARDEAN PARK	1.39	899.68
01-000-1110	CASH-COLUMBARIAN MAINT	5.67	3,669.25
01-000-1110	CASH-TRAIL MAINTENANCE	10.02	6,489.50
01-000-1110	CASH-DANIELSON/OTHERTRU	387.21	250,732.80
01-000-1110	CASH-LIB BLDG TRUST	.30	194.98
01-000-1110	CASH-TREES FOREVER	7.02	4,547.65
01-000-1110	CASH-4TH OF JULY	8.16	5,281.21
01-000-1110	CASH-COMM BAND	1.31	846.33
01-000-1110	CASH-DEBT SERVICE	19,210.03	414,051.64
01-000-1110	CASH-CITY HALL/PUBLIC S	.90	585.08
01-000-1110	CASH-LIBRARY BLDG	426.08	98,827.51
01-000-1110	CASH-SC/FIELDHOUSE		56,852.93-
01-000-1110	CASH-RR CROSSING IMP	24.39-	24.39-
01-000-1110	CASH-SIDEWALKIMPROVEMEN	75.59	48,950.89
01-000-1110	CASH-2011 PCC PATCHING	20,678.50-	20,678.50-
01-000-1110	CASH-2019 CIP WORK	2,559.91	1,657,658.79
01-000-1110	CASH-2019 SOUTH D AVE PAVING		123,168.32-
01-000-1110	CASH-CBD DOWNTOWN IMPR	4,948.94	4,163,578.78
01-000-1110	CASH-TRAIL CIP PROJECTS	5,389.43	244,931.92
01-000-1110	CASH-2017STS,WTR,WMT,STM PROJ	502.26	349,196.85

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
25-000-1110	CASH-LINC HWY/W 18TH ST INTERS		548,265.65-
26-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.76
00-000-1110	CASH-PERPETUAL CARE		154,251.58
01-000-1110	CASH-HATTERY		5,000.00
00-000-1110	CASH-WATER O&M	141,185.54	1,961,806.16
01-000-1110	CASH-WATER DEPOSITS	1,292.29	78,054.58
02-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,683.46	1,090,115.49
05-000-1110	CASH-WATER 2012C BOND		657,841.73
07-000-1110	CASH-WTR CAPITAL REVOLV	4,608.15-	312,045.67
10-000-1110	CASH-WASTEWATER O&M	108,992.04	1,983,905.56
15-000-1110	CASH-SEWER CONSTRUCTION	9,390.81	2,402,008.84
16-000-1110	CASH-WWT CIP	847,069.98	7,504.39-
17-000-1110	CASH-WWT CAPITAL	15,476.46-	282,195.63
18-000-1110	CASH-SRF SPONSORED PROJECT	1,514.00-	25,000.00-
70-000-1110	CASH-CARBAGE UTILITY	6,249.20	14,364.41-
10-000-1110	CASH-STORM WATER UTILIT	15,901.68	720,362.56
10-000-1139	RESERVE-PARK & RECREATI	553.91-	76,857.74
10-000-1140	RESERVE-LIBRARY	82.22	53,239.33
10-000-1141	RESERVE-CEMETERY	3,630.04-	41,592.71
10-000-1142	RESERVE-FINANCE	525.73	340,434.28
10-000-1143	RESERVE-FIRE	3,419.42-	309,666.96
10-000-1144	RESERVE-POLICE	253.31	164,028.38
10-000-1146	RESERVE-PLANNING & ZONI	46.33	30,002.26
10-000-1147	RESERVE-GATES HALL	23.06	14,934.00
10-000-1148	RESERVE-TECHNOLOGY	19.43	12,581.05
2-000-1110	CASH-FLEXIBLE BENEFITS	513.86-	967.30
0-000-1110	CASH-SICK & VACATION	476.11	308,300.10
	CASH TOTAL	1,243,742.14	31,029,320.72
1-000-1120	PETTY CASH - LIBRARY		75.00
0-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
2-000-1168	COUNTY FOUNDATION INVES		82,906.22
	SAVINGS TOTAL	.00	82,906.22
	TOTAL CASH	1,243,742.14	31,112,901.94

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT EXPENDED	75.0% UNEXPENDED
	POLICE TOTAL	1,194,876.00	61,824.25	980,723.35	82.08	214,152.65
	POLICE-OFFICE TOTAL	117,989.00	8,280.81	84,108.06	71.28	33,880.94
	EMERGENCY MANAGEMENT TOTAL	900.00	118.26	747.07	83.01	152.93
	COVID-19 TOTAL	.00	115.25	7,639.58	.00	7,639.58
	DERECHO TOTAL	.00	.00	895.00	.00	895.00
	FLOOD CONTROL TOTAL	32,600.00	1,102.34	24,683.73	75.72	7,916.27
	FIRE TOTAL	370,606.00	25,406.93	275,920.25	74.45	94,685.75
	AMBULANCE TOTAL	38,800.00	980.95	33,804.67	87.13	4,995.33
	BUILDING INSPECTIONS TOTAL	55,941.00	3,622.95	48,176.60	86.12	7,764.40
	ANIMAL CONTROL TOTAL	5,100.00	418.30	2,648.66	51.93	2,451.34
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	159.20	954.10	63.61	545.90
	PUBLIC SAFETY TOTAL	1,818,312.00	102,029.24	1,460,301.07	80.31	358,010.93
	ROADS, BRIDGES, SIDEWALKS TOTA	778,205.00	29,404.45	508,584.89	65.35	269,620.11
	STREET LIGHTING TOTAL	144,000.00	9,500.55	83,851.20	58.23	60,148.80
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	20,000.00	.00	4,208.85	21.04	15,791.15
	SNOW REMOVAL TOTAL	82,275.00	5,296.96	55,243.56	67.15	27,031.44
	TREES & WEEDS TOTAL	50,000.00	.00	170.69	.34	49,829.31
	PUBLIC WORKS TOTAL	1,075,480.00	44,201.96	652,059.19	60.63	423,420.81
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,030.00	.00	1,030.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,925.00	.00	6,925.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	2,230.00	.00	2,230.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,540.00	.00	21,540.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,020.00	.00	1,020.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	990.00	.00	990.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,890.00	.00	1,890.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,510.00	.00	1,510.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,210.00	.00	2,210.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,360.00	.00	2,360.00	100.00	.00
	SALVATION ARMY TOTAL	1,905.00	.00	1,905.00	100.00	.00
	TOTAL	2,800.00	.00	2,800.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	5,140.00	.00	4,360.00	84.82	780.00
	HEALTH & SOCIAL SERVICES TOTA	64,550.00	.00	50,770.00	78.65	13,780.00
	LIBRARY TOTAL	464,476.00	26,032.15	308,060.79	66.32	156,415.21
	LIBRARY-DONATED TOTAL	32,500.00	.00	2,107.50	6.48	30,392.50
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,329.51	13,314.31	61.93	8,185.69
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	7,335.78	85,169.96	81.84	18,905.04
	PARK MAINTENANCE TOTAL	398,670.00	12,500.50	195,548.51	49.05	203,121.49
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	1,700.00	12,519.94	62.60	7,480.06
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

CCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	FOUR-PLEX COMPLEX TOTAL	48,052.00	298.99	5,274.67	10.98	42,777.33
	POOL TOTAL	242,036.00	6,076.39	70,638.55	29.19	171,397.45
	RECREATION TOTAL	68,949.00	4,598.50	49,988.21	72.50	18,960.79
	ADULT SOFTBALL TOTAL	600.00	90.53	453.25	75.54	146.75
	COMMUNITY HEALTH/WEELNESS TOTA	500.00	35.12	165.33	33.07	334.67
	SENIOR ACTIVITY TOTAL	1,000.00	.00	3,879.62	387.96	2,879.62-
	CEMETERY TOTAL	148,733.00	9,964.68	88,542.04	59.53	60,190.96
	COMMUNITY CTR/ZOO/MARINA TOTA	188,166.00	12,271.34	115,809.52	61.55	72,356.48
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	267.72	3,715.87	52.62	3,346.13
	FIELDHOUSE TOTAL	65,000.00	.00	.00	.00	65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	18,021.12	19,852.99	57.16	14,880.01
	YOUTH BASKETBALL TOTAL	10,209.00	.00	9,455.72	92.62	753.28
	VOLLEYBALL TOTAL	2,115.00	.00	1,413.31	66.82	701.69
	FLAG FOOTBALL TOTAL	6,070.00	.00	3,453.92	56.90	2,616.08
	HALLOWEEN TOTAL	250.00	.00	408.33	163.33	158.33-
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	31.74	2,027.46	77.53	587.54
	CIRL TOTAL	2,000.00	.00	1,162.11	58.11	837.89
	SOFTBALL TOURNAMENT TOTAL	1,000.00	.00	150.00	15.00	850.00
	HISTORICAL SOCIETY TOTAL	491.00	.00	5,000.00	1,018.33	4,509.00-
	HISTORIC PRESERVATION TOTAL	8,500.00	.00	.00	.00	8,500.00
	OTHER CULTURE/RECREATION TOTA	2,930.00	.00	2,930.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,898,752.00	100,554.07	1,001,041.91	52.72	897,710.09
	ECONOMIC DEVELOPMENT TOTAL	432,352.00	.00	80,744.81	18.68	351,607.19
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	.00	.00	10,000.00
	PLANNING & ZONING TOTAL	166,282.00	4,317.33	64,904.11	39.03	101,377.89
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	9,000.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	30,700.00	.00	731.00	2.38	29,969.00
	COMMUNITY & ECONOMIC DEV TOTA	678,634.00	4,317.33	171,379.92	25.25	507,254.08
	MAYOR/COUNCIL/CITY MGR TOTAL	12,220.00	306.38	7,361.40	60.24	4,858.60
	COUNCIL TOTAL	7,987.00	.00	2.00	.03	7,985.00
	CITY ADMINISTRATOR TOTAL	74,800.00	2,164.02	16,820.77	22.49	57,979.23
	CLERK/TREASURER/ADM TOTAL	347,573.00	13,133.57	169,381.63	48.73	178,191.37
	LEGAL SERVICES/ATTORNEY TOTAL	120,800.00	5,130.00	93,622.30	77.50	27,177.70
	CITY HALL/GENERAL BLDGS TOTAL	124,349.00	4,114.72	78,728.07	63.31	45,620.93
	TORT LIABILITY TOTAL	40,160.00	.00	40,653.20	101.23	493.20-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	495.35	9,659.41	74.30	3,340.59
	GENERAL GOVERNMENT TOTAL	740,889.00	25,344.04	416,228.78	56.18	324,660.22
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	.00	5,781.25	5.98	90,831.75

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT EXPENDED	75.0% UNEXPENDED
	CBD PROJECT 8.9M TOTAL	.00	.00	105,106.11	.00	105,106.11-
	2013 GO BOND TOTAL	.00	.00	37,125.00	.00	37,125.00-
	2019B CIP WORK TOTAL	570,350.00	.00	22,650.00	3.97	547,700.00
	DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
	DEBT SERVICE TOTAL	1,341,263.00	.00	170,662.36	12.72	1,170,600.64
	ROADS, BRIDGES, SIDEWALKS TOTA	4,411,000.00	22,196.35	2,917,457.55	66.14	1,493,542.45
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	24.39	24.39	.49	4,975.61
	FIELDHOUSE TOTAL	8,500,000.00	.00	14,246.18	.17	8,485,753.82
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	280.00	14.00	1,720.00
	CAPITAL PROJECTS TOTAL	12,943,000.00	22,220.74	2,932,008.12	22.65	10,010,991.88
	OTHER GENERAL GOVERNMENT TOTA	.00	2,117.18	24,954.16	.00	24,954.16-
	WTR 2012C BOND TOTAL	3,983,004.00	.00	3,452,414.23	86.68	530,589.77
	WATER TOTAL	40,720.00	5,090.04	25,450.20	62.50	15,269.80
	WATER-PLANT/PUMPS TOTAL	793,897.00	64,357.94	583,543.70	73.50	210,353.30
	WATER-LINES-INST & O&M TOTAL	61,493.00	3,285.62	38,964.12	63.36	22,528.88
	WATER ACCOUNTING TOTAL	330,517.00	24,984.23	249,760.12	75.57	80,756.88
	WASTEWATER PLANT TOTAL	702,080.00	59,988.07	515,819.56	73.47	186,260.44
	WASTEWATER COLLECTION TOTAL	2,070,052.00	191,661.56	1,809,755.87	87.43	260,296.13
	WASTEWATER ACCOUNTING TOTAL	224,352.00	15,156.02	149,744.96	66.75	74,607.04
	LANDFILL/GARBAGE TOTAL	72,079.00	55.32	71,921.18	99.78	157.82
	STORM WATER TOTAL	35,900.00	116.50	1,689.06	4.70	34,210.94
	ENTERPRISE FUNDS TOTAL	8,314,094.00	366,812.48	6,924,017.16	83.28	1,390,076.84
	TRANSFERS IN/OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TRANSFER OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TOTAL EXPENSES	37,154,336.00	665,479.86	16,525,061.57	44.48	20,629,274.43

CITY OF NEVADA
REVENUE REPORT
CALENDAR 3/2021, FISCAL
BUDGET
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 3/2021, FISCAL BUDGET ESTIMATE	9/2021 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	75.0% UNCOLLECTED
	GENERAL TOTAL	4,024,110.00	138,595.93	2,504,724.06	62.24	1,519,385.94
	HOTEL MOTEL TOTAL	11,250.00	1,361.14	6,409.37	56.97	4,840.63
	ROAD USE TAX TOTAL	958,128.00	29,425.95	677,071.74	70.67	281,056.26
	EMPLOYEE BENEFITS TOTAL	702,835.00	22,860.28	429,523.49	61.11	273,311.51
	RUT CAPITAL TOTAL	176,500.00	249.49	176,867.26	100.21	367.26-
	EMERGENCY FUND TOTAL	73,308.00	2,378.14	44,840.86	61.17	28,467.14
	LOCAL OPTION SALES TAX TOTAL	922,000.00	160,451.87	1,001,007.23	108.57	79,007.23-
	TAX INCREMENT FINANCING TOTAL	969,646.00	32,957.19	555,723.06	57.31	413,922.94
	LMI-SUBFUND TOTAL	64,672.00	.00	.00	.00	64,672.00
	RESTRICTED GIFTS TOTAL	30.00	4.48	37.78	125.93	7.78-
	CEMETARY CIP/LAND TOTAL	300.00	40.74	344.02	114.67	44.02-
	LIBRARY TRUST TOTAL	8,100.00	1,092.79	14,419.84	178.02	6,319.84-
	FIRE TRUST TOTAL	300.00	26.87	226.87	75.62	73.13
	SCORE-UNDESIGNATED TOTAL	100.00	8.76	75.60	75.60	24.40
	SCORE O&M TOTAL	5.00	.41	3.43	68.60	1.57
	NORTH STORY BASEBALL TOTAL	21,500.00	541.40	23,769.63	110.56	2,269.63-
	SENIOR CENTER TRUST TOTAL	150.00	12.50	105.60	70.40	44.40

CITY OF NEVADA
 REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 3/2021, FISCAL BUDGET ESTIMATE	9/2021 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	75.0% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	29.26	247.09	109.82	22.09-
	ASSET FORFEITURE TOTAL	100.00	18.76	158.43	158.43	58.43-
	PARK OPEN SPACE TOTAL	24,450.00	3,249.57	21,851.18	89.37	2,598.82
	COLUMBARIAN MAINTENANCE TOTAL	220.00	5.67	107.23	48.74	112.77
	TRAIL MAINTENANCE TOTAL	10,200.00	10.02	10,075.00	98.77	125.00
	DANIELSON TRUST TOTAL	500.00	387.21	5,016.69	1,003.34	4,516.69-
	LIB BLDG TRUST TOTAL	200.00	.30	2.54	1.27	197.46
	TREES FOREVER TOTAL	50.00	7.02	59.31	118.62	9.31-
	4TH OF JULY TRUST TOTAL	2,020.00	8.16	249.66	12.36	1,770.34
	COMMUNITY BAND TOTAL	1,000.00	1.31	11.04	1.10	988.96
	DEBT SERVICE TOTAL	1,364,389.00	19,210.03	360,410.61	26.42	1,003,978.39
	CH CAMPUS PROJ TOTAL	100.00	.90	8.83	8.83	91.17
	LIBRARY ADDITION TOTAL	102,237.00	426.08	97,478.86	95.35	4,758.14
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	.00	.00	8,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	75.59	3,168.31	9.05	31,831.69
	2019 CIP WORK TOTAL	.00	2,559.91	21,724.75	.00	21,724.75-
	2019 SOUTH D AVE PAVING TOTAL	.00	.00	480,179.97	.00	480,179.97-

CITY OF NEVADA
REVENUE REPORT
CALENDAR 3/2021, FISCAL
BUDGET
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 3/2021, BUDGET ESTIMATE	FISCAL 9/2021 MTD BALANCE	PCT OF FISCAL YTD BALANCE	75.0% PERCENT RECVD	75.0% UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	9,285,000.00	6,429.79	312,735.66	3.37	8,972,264.34
	TRAIL CIP RESERVE PROJTS TOTA	66,837.00	5,389.43	8,147.41	12.19	58,689.59
	2017 STS/WT/SE/STRM PROJ TOTA	.00	539.26	4,553.98	.00	4,553.98-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	.00	45,903.65	.00	45,903.65-
	2017 BOND, REFUND 2013B TOTAL	.00	.01	.09	.00	.09-
	PERPETUAL CARE TOTAL	3,800.00	.00	2,390.00	62.89	1,410.00
	WATER TOTAL	2,204,527.00	232,911.79	1,936,529.68	87.84	267,997.32
	WATER DEPOSITS TOTAL	25,000.00	2,020.00	15,575.00	62.30	9,425.00
	WATER PLANT UPGRADE RSRV TOTA	210,000.00	1,683.46	213,914.99	101.86	3,914.99-
	WATER 2012C/2020B BOND TOTAL	3,440,757.00	.00	4,074,246.46	118.41	633,489.46-
	WATER CAPITAL REVOLVING TOTAL	127,500.00	481.89	129,453.59	101.53	1,953.59-
	SEWER TOTAL	1,316,054.00	171,387.24	1,330,728.87	101.12	14,674.87-
	SEWER CONSTRUCTION TOTAL	323,000.00	9,390.81	329,927.60	102.14	6,927.60-
	SEWER CAP IMP PROJECT TOTAL	3,000,000.00	1,033,906.11	3,035,339.06	101.18	35,339.06-
	SEWER EQUIP REVOLVING TOTAL	63,000.00	435.79	63,872.68	101.39	872.68-
	LANDFILL/GARBAGE TOTAL	68,650.00	6,304.52	55,154.14	80.34	13,495.86
	STORM WATER TOTAL	178,900.00	16,018.18	141,258.58	78.96	37,641.42

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 3/2021, FISCAL BUDGET ESTIMATE	9/2021 MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	75.0% UNCOLLECTED
	REVOLVING FUND TOTAL	487,500.00	4,249.56	426,154.35	87.42	61,345.65
	FLEX BENEFIT REVOLVING TOTAL	.00	1,603.32	20,636.88	.00	20,636.88
	OTHER INTERNAL SERV FUND TOTA	4,500.00	476.11	4,020.23	89.34	479.77
	TOTAL REVENUE BY FUND	38,778,650.00	1,909,225.00	18,586,442.24	47.93	20,192,207.76



NEVADA PUBLIC SAFETY DEPART.

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4

Item # 5E
Date: 5/10/21



Ricardo Martinez II
Public Safety Director
Chief of Police

OFFICER TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered this 29th day of April, 2021, by and between the City of Nevada, a municipal corporation, 1209 6th Street, Nevada, Iowa, 50201-0530 (the "CITY") and Kellan Paul Syndes, DOB: 10/21/1998, (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

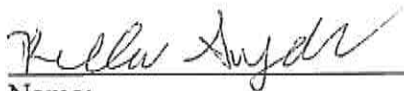
Both the EMPLOYEE and the CITY hereby expressly acknowledge and agree this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of "total training expenses" by the EMPLOYEE, that there are no other considerations or monies contingent upon or resulting from 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 29th day of April, 2021.

EMPLOYEE:



Name:

Attest:

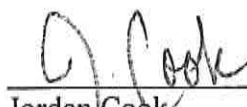


Ricardo Martinez II
Public Safety Director
Chief of Police

CITY OF NEVADA:

Brett H Barker
Mayor

Attest:



Jordan Cook
City Administrator

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)

Public Hearing Notice Published: April 15, 2021

Public Hearing Held: April 26, 2021

1st Reading – April 26, 2021

Motion by Council Member Jason Sampson, seconded by Council Member Sandy Ehrig, to adopt the first reading of Ordinance No. 1017.

AYES: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence

NAYS: None

ABSENT: None

2nd Reading: - May 10, 2021

Motion by Council Member __, seconded by Council Member __ to approve the second reading of Ordinance No. 1017.

AYES: -

NAYS: -

ABSENT: -

3rd Reading and Adopted:

Motion by Council Member __, seconded by Council Member __ to approve the second reading of Ordinance No. 1017.

AYES: -

NAYS: -

ABSENT: -

The Mayor declared Ordinance No. 1017 (2020/2021) was passed on the ____ day of __, 2021.

I certify that the foregoing was published as Ordinance No. 1017 (2020/2021) on the _day of __, 2021.

Kerin Wright, City Clerk

CERTIFICATE OF CITY CLERK

I, City Clerk of the City of Nevada, Story County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Nevada City Council held the ____ day of ____ 2021 , pertaining to the adoption of Ordinance No. 1017 (2020/2021); that the originals of said minutes have been included in the official proceedings of the city council; that Ordinance No. 1017 (2020/2021) was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the ____ day of _____ 2021 in the *Nevada Journal*; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the city council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance No. 1017 (2020/2021) was published on the ____ day of _____ 20____ in the *Nevada Journal*, a newspaper published at least once weekly and of general circulation in the City of Nevada, Story County, Iowa.

Kerin Wright, Clerk for the City of Nevada, Iowa,

(SEAL)

Item # 713
Date: 5/16/21

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

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

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

PROJECT:
Central Business District Infrastructure Project

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

APPLICATION NO: 11

PERIOD TO: 4/30/21

PROJECT NO: 180306

CONTRACT DATE: 2/24/2020

DISTRIBUTION TO:
OWNER
ENGINEER
CONTRACTOR

CONTRACT FOR Infrastructure Reconstruction
CONTRACTORS APPLICATION FOR PAYMENT

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

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

CONTRACTOR: Con-Struct, Inc.

BY: [Signature] DATE: 5/6/21

CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$7,850,850.00

2. Net change by Change Orders \$28,561.47

3. CONTRACT SUM TO DATE \$7,879,411.47

4. TOTAL COMPLETED & STORED TO DATE \$4,821,416.97
(Column G on G703)

5. RETAINAGE:

a. 5% of completed work \$241,070.85
(Column D + E on G703)

b. 5% of stored material \$0.00
(Column F on G703)

6. TOTAL EARNED LESS RETAINAGE \$4,580,346.12
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$4,250,070.94

8. CURRENT PAYMENT DUE \$330,275.18

9. BALANCE TO FINISH, PLUS RETAINAGE \$3,289,065.35
(Line 3 less Line 6)

AMOUNT CERTIFIED \$330,275.18

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

By: [Signature] Date: 5/5/2021

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

Contractor's Monthly Payment Estimate

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

Estimate No. 11 Date: 4/30/2021

Period Ending: 4/30/2021

NO.	ITEM	CONTRACT			PREVIOUS			THIS PERIOD			WORK COMPLETED			RETAINAGE
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	TO DATE	\$ AMOUNT	TO DATE	
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	10.00	\$ 1,000.00	38.00	\$ 3,800.00	\$ 190.00	\$ 190.00	21.23%
3.	EXCAVATION CLASS 10	CY	8,631	\$ 22.00	\$ 189,882.00	4,000.00	\$ 88,000.00	630.00	\$ 13,860.00	4,630.00	\$ 101,860.00	\$ 5,093.00	\$ 5,093.00	53.84%
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	13,295.00	\$ 53,140.00	3,556.00	\$ 14,224.00	16,841.00	\$ 67,364.00	\$ 3,268.20	\$ 3,268.20	86.01%
6.	SUBBASE, MODIFIED, 6"	SY	25,514	\$ 10.00	\$ 255,140.00	13,295.00	\$ 132,950.00	798.00	\$ 7,980.00	14,093.00	\$ 140,930.00	\$ 7,041.50	\$ 7,041.50	55.20%
7.	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	LF	1,908	\$ 130.00	\$ 248,040.00	1,506.00	\$ 195,780.00	0.00	\$ -	2,802.00	\$ 362,550.00	\$ 17,512.50	\$ 17,512.50	78.93%
8.	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	3,244	\$ 128.00	\$ 415,232.00	2,802.00	\$ 358,256.00	0.00	\$ -	1,150.00	\$ 147,840.00	\$ 1,150.00	\$ 1,150.00	86.37%
9.	REMOVAL OF SANITARY SEWER, VCP, 8"	LF	1,695	\$ 19.00	\$ 32,205.00	1,150.00	\$ 21,850.00	0.00	\$ -	48.00	\$ 912.00	\$ 1,632.00	\$ 1,632.00	67.85%
10.	STORM SEWER, TRENCHED, RCP, HOPE, 1.5"	LF	46	\$ 71.00	\$ 3,266.00	46.00	\$ 3,266.00	0.00	\$ -	138.00	\$ 9,858.00	\$ 1,632.00	\$ 1,632.00	100.00%
11.	STORM SEWER, TRENCHED, RCP, 8"	LF	36	\$ 110.00	\$ 3,960.00	24.00	\$ 2,640.00	115.00	\$ 12,690.00	250.80	\$ 27,650.80	\$ 2,031.48	\$ 2,031.48	100.21%
12.	STORM SEWER, TRENCHED, RCP, 12"	LF	243	\$ 162.00	\$ 39,366.00	143.00	\$ 23,166.00	107.80	\$ 17,463.60	430.40	\$ 70,250.40	\$ 3,335.60	\$ 3,335.60	45.35%
13.	STORM SEWER, TRENCHED, RCP, 15"	LF	949	\$ 155.00	\$ 147,095.00	338.40	\$ 52,452.00	92.00	\$ 14,260.00	1,227.80	\$ 190,220.20	\$ 9,761.01	\$ 9,761.01	99.83%
14.	STORM SEWER, TRENCHED, RCP, 18"	LF	1,527	\$ 159.00	\$ 242,793.00	1,172.00	\$ 186,348.00	0.00	\$ -	1,776.00	\$ 282,768.00	\$ 1,776.00	\$ 1,776.00	41.84%
15.	STORM SEWER, TRENCHED, RCP, 24"	LF	1,174	\$ 173.00	\$ 203,102.00	1,172.00	\$ 202,756.00	0.00	\$ -	3,112.00	\$ 536,016.00	\$ 2,800.80	\$ 2,800.80	12.50%
16.	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36"	LF	4,245	\$ 19.00	\$ 80,655.00	1,351.00	\$ 25,669.00	425.00	\$ 8,075.00	18.00	\$ 342.00	\$ 450.00	\$ 450.00	56.25%
17.	SUBRAIN, PERFORATED PVC, 8"	LF	5,611	\$ 18.00	\$ 100,998.00	2,487.00	\$ 44,766.00	625.00	\$ 11,250.00	60.00	\$ 1,080.00	\$ 183.00	\$ 183.00	166.67%
18.	SUBRAIN CLEANOUT, TYPE A-1, PVC, 8"	EA	8	\$ 800.00	\$ 6,400.00	0.00	\$ -	1.00	\$ 800.00	60.00	\$ 48,000.00	\$ 4,800.00	\$ 4,800.00	65.81%
19.	FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	32	\$ 500.00	\$ 16,000.00	16.00	\$ 8,000.00	2.00	\$ 1,000.00	22.00	\$ 11,000.00	\$ 759.00	\$ 759.00	55.00%
20.	PVC, 6"	EA	40	\$ 690.00	\$ 27,600.00	16.00	\$ 11,040.00	6.00	\$ 4,140.00	695.00	\$ 48,210.00	\$ 1,320.50	\$ 1,320.50	173.75%
21.	STORM SEWER SERVICE STUB, PVC, 6"	LF	400	\$ 38.00	\$ 15,200.00	300.00	\$ 11,400.00	355.00	\$ 13,505.00	53.00	\$ 2,014.00	\$ 7,155.00	\$ 7,155.00	86.89%
22.	STORM SEWER SERVICE STUB, HOPE, 1-1/2"	EA	61	\$ 2,700.00	\$ 164,700.00	48.00	\$ 129,600.00	5.00	\$ 13,500.00	5.00	\$ 13,500.00	\$ 7,155.00	\$ 7,155.00	50.00%
23.	WATER MAIN, TRENCHED, PVC, 3" RESTRAINED JOINT	LF	10	\$ 75.00	\$ 750.00	5.00	\$ 375.00	0.00	\$ -	60.00	\$ 4,500.00	\$ 246.00	\$ 246.00	1200.00%
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	\$ 246.00	166.67%
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	\$ 183.00	65.81%
26.	UNRESTRAINED JOINT	LF	1,550	\$ 60.00	\$ 93,000.00	1,020.00	\$ 61,200.00	0.00	\$ -	1,020.00	\$ 61,200.00	\$ 3,080.00	\$ 3,080.00	69.60%
27.	WATER MAIN, TRENCHED, PVC, 8" RESTRAINED JOINT	LF	1,684	\$ 70.00	\$ 117,880.00	1,167.00	\$ 81,690.00	5.00	\$ 350.00	1,172.00	\$ 82,040.00	\$ 4,102.00	\$ 4,102.00	50.00%
28.	RESTRAINED JOINT	LF	50	\$ 78.00	\$ 3,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00%
29.	WATER MAIN, TRENCHED, PVC, 12"	LF	400	\$ 68.00	\$ 27,200.00	0.00	\$ -	260.00	\$ 17,680.00	260.00	\$ 17,680.00	\$ 884.00	\$ 884.00	65.00%
30.	UNRESTRAINED JOINT	LF	531	\$ 88.00	\$ 46,728.00	0.00	\$ -	118.00	\$ 10,384.00	118.00	\$ 10,384.00	\$ 519.20	\$ 519.20	22.22%
31.	WATER MAIN, TRENCHED, DUCTILE IRON, 4"	LF	5	\$ 155.00	\$ 775.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00%
32.	UNRESTRAINED JOINT	LF	325	\$ 78.00	\$ 25,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	\$ -	0.00%
33.	WATER MAIN, TRENCHED, DUCTILE IRON, 8"	LF	112	\$ 90.00	\$ 10,080.00	20.00	\$ 1,800.00	0.00	\$ -	20.00	\$ 1,800.00	\$ 90.00	\$ 90.00	17.86%
34.	FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12,049	\$ 11.00	\$ 132,539.00	6,266.00	\$ 68,926.00	848.00	\$ 9,328.00	7,114.00	\$ 78,254.00	\$ 3,912.70	\$ 3,912.70	59.04%
35.	WATER SERVICE STUB, 1-1/2" PE SDR 9	EA	73	\$ 1,730.00	\$ 126,290.00	46.00	\$ 79,580.00	4.00	\$ 6,920.00	50.00	\$ 86,500.00	\$ 4,325.00	\$ 4,325.00	68.49%
36.	VALVE, DI MJ GATE, 3"	EA	4,481	\$ 30.00	\$ 134,430.00	2,533.00	\$ 75,990.00	320.00	\$ 9,600.00	2,853.00	\$ 85,590.00	\$ 4,429.50	\$ 4,429.50	65.80%
37.	VALVE, DI MJ GATE, 8"	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	\$ 1,395.00	\$ 1,395.00	100.00%
38.	VALVE, DI MJ GATE, 12"	EA	27	\$ 1,590.00	\$ 41,850.00	18.00	\$ 27,900.00	0.00	\$ -	18.00	\$ 27,900.00	\$ 1,395.00	\$ 1,395.00	66.67%
39.	VALVE, DI MJ GATE, 12"	EA	12	\$ 2,400.00	\$ 28,800.00	0.00	\$ -	3.00	\$ 7,200.00	3.00	\$ 7,200.00	\$ 360.00	\$ 360.00	25.00%
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	\$ 2,700.00	66.67%

41.	FIRE HYDRANT ASSEMBLY REMOVAL	EA	13	\$	5,250.00	\$	68,250.00	7.00	\$	36,750.00	1.00	\$	5,250.00	8.00	\$	42,000.00	\$	2,100.00	61.54%
42.	VALVE REMOVAL	EA	9	\$	1,900.00	\$	16,200.00	5.00	\$	9,000.00	0.00	\$	-	5.00	\$	9,000.00	\$	450.00	55.56%
43.	SANITARY MANHOLE, SW-301, 48"	EA	25	\$	750.00	\$	18,750.00	12.00	\$	9,000.00	0.00	\$	-	12.00	\$	9,000.00	\$	450.00	48.00%
44.	STORM MANHOLE, SW-401, 48"	EA	8	\$	4,100.00	\$	32,800.00	5.00	\$	20,500.00	0.00	\$	-	5.00	\$	20,500.00	\$	1,025.00	82.50%
45.	STORM MANHOLE, SW-401, 60"	EA	10	\$	3,900.00	\$	39,000.00	4.00	\$	15,600.00	2.00	\$	7,800.00	6.00	\$	23,400.00	\$	1,170.00	80.00%
46.	STORM MANHOLE, SW-401, 72"	EA	3	\$	5,200.00	\$	15,600.00	3.00	\$	15,600.00	0.00	\$	-	3.00	\$	15,600.00	\$	780.00	100.00%
47.	INTAKE, SW-501	EA	1	\$	6,300.00	\$	6,300.00	1.00	\$	6,300.00	0.00	\$	-	1.00	\$	6,300.00	\$	315.00	100.00%
48.	INTAKE, SW-505	EA	11	\$	3,400.00	\$	37,400.00	4.00	\$	13,800.00	1.00	\$	3,400.00	5.00	\$	17,000.00	\$	850.00	43.45%
49.	INTAKE, SW-511	EA	10	\$	6,500.00	\$	65,000.00	6.00	\$	39,000.00	0.00	\$	-	6.00	\$	39,000.00	\$	1,950.00	60.00%
50.	REMOVE MANHOLE	EA	10	\$	5,000.00	\$	50,000.00	7.00	\$	35,000.00	3.00	\$	15,000.00	10.00	\$	30,000.00	\$	2,500.00	100.00%
51.	REMOVE INTAKE	EA	12	\$	600.00	\$	7,200.00	21.00	\$	12,600.00	3.00	\$	1,800.00	24.00	\$	14,400.00	\$	720.00	75.00%
52.	PAVEMENT, PCC, 7 INCH	SY	3,066	\$	60.00	\$	183,960.00	728.00	\$	43,680.00	1.00	\$	600.00	9.00	\$	5,400.00	\$	270.00	69.77%
53.	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	61.78%
54.	PAVEMENT, PCC, 9 INCH	SY	3,117	\$	73.00	\$	227,541.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
55.	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	10,000.00	\$	10,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
56.	REMOVAL OF DRIVEWAY	SY	6,591	\$	10.00	\$	65,910.00	4,165.00	\$	41,650.00	0.00	\$	-	4,165.00	\$	41,650.00	\$	2,082.50	83.19%
57.	REMOVAL OF DRIVEWAY	SY	1,178	\$	10.00	\$	11,780.00	398.00	\$	3,980.00	0.00	\$	-	398.00	\$	3,980.00	\$	199.50	33.87%
58.	SIDEWALK, PCC, 4 INCH	SY	197	\$	50.00	\$	9,850.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
59.	SIDEWALK, PCC, 4 INCH	SY	4,773	\$	60.00	\$	286,380.00	3,237.00	\$	194,220.00	14.00	\$	840.00	3,251.00	\$	195,090.00	\$	9,753.00	88.11%
60.	SIDEWALK, PCC REINFORCED, 5 INCH	SY	774	\$	65.00	\$	50,310.00	57.00	\$	3,705.00	0.00	\$	-	57.00	\$	3,705.00	\$	185.25	7.36%
61.	PAVER SIDEWALK WITH PAVEMENT BASE	SY	2,495	\$	120.00	\$	299,400.00	1,126.00	\$	135,120.00	0.00	\$	-	1,126.00	\$	135,120.00	\$	6,756.00	45.13%
62.	DETECTABLE WARNING	SF	628	\$	50.00	\$	31,400.00	322.00	\$	18,100.00	0.00	\$	-	322.00	\$	16,100.00	\$	805.00	51.27%
63.	DRIVEWAY, PAVED, PCC, 8 INCH	SY	1,007	\$	60.00	\$	60,420.00	341.00	\$	20,460.00	0.00	\$	-	341.00	\$	20,460.00	\$	1,023.00	33.86%
64.	GRANULAR SURFACING	SY	3,500	\$	10.00	\$	35,000.00	147.00	\$	1,470.00	0.00	\$	-	147.00	\$	1,470.00	\$	73.50	4.20%
65.	FULL DEPTH PATCHING, PCC/HMA	SY	924	\$	140.00	\$	129,360.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
66.	PAVEMENT REMOVAL	SY	24,873	\$	8.00	\$	198,984.00	15,055.00	\$	120,440.00	3,499.00	\$	27,992.00	18,554.00	\$	148,432.00	\$	7,421.60	74.59%
67.	PAVEMENT REMOVAL	SY	180	\$	160.00	\$	28,800.00	73.61	\$	11,777.60	0.00	\$	-	73.61	\$	11,777.60	\$	588.88	38.74%
68.	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	29	\$	420.00	\$	12,180.00	8.00	\$	3,360.00	0.00	\$	-	8.00	\$	3,360.00	\$	168.00	27.59%
69.	GROOVES CUT FOR PAVEMENT MARKINGS	STA	102	\$	160.00	\$	16,320.00	73.61	\$	11,777.60	0.00	\$	-	73.61	\$	11,777.60	\$	588.88	72.47%
70.	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	29	\$	210.00	\$	6,090.00	8.00	\$	1,680.00	0.00	\$	-	8.00	\$	1,680.00	\$	84.00	27.59%
71.	TEMPORARY TRAFFIC CONTROL	LS	1	\$	50,000.00	\$	50,000.00	0.70	\$	35,000.00	0.00	\$	-	0.70	\$	35,000.00	\$	1,750.00	70.00%
72.	SWAPP MANAGEMENT	LS	75	\$	100.00	\$	7,500.00	42.00	\$	4,200.00	0.00	\$	-	42.00	\$	4,200.00	\$	210.00	55.00%
73.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$	2.00	\$	400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
74.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$	2.00	\$	400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
75.	REMOVAL OF SEDIMENT	LF	200	\$	1.00	\$	200.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
76.	INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$	200.00	\$	5,600.00	6.00	\$	1,200.00	0.00	\$	-	6.00	\$	1,200.00	\$	60.00	21.43%
77.	INLET PROTECTION DEVICE, MAINTENANCE	SF	195	\$	120.00	\$	23,400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
78.	CONCRETE STEPS, TYPE A	LS	1	\$	390,000.00	\$	390,000.00	0.50	\$	180,000.00	0.00	\$	-	0.50	\$	180,000.00	\$	9,000.00	50.00%
79.	MOBILIZATION	SY	500	\$	20.00	\$	10,000.00	49.00	\$	980.00	0.00	\$	-	49.00	\$	980.00	\$	49.00	9.80%
80.	TEMPORARY GRANULAR SIDEWALK	LF	6,204	\$	5.50	\$	34,122.00	1,793.00	\$	9,861.50	0.00	\$	-	1,793.00	\$	9,861.50	\$	493.08	28.90%
81.	CONCRETE WASHOUT	LS	75	\$	14,000.00	\$	1,050,000.00	0.25	\$	3,500.00	0.00	\$	-	0.25	\$	3,500.00	\$	175.00	25.00%
82.	REMOVAL OF LIGHT POLE AND RETROFIT	EA	4	\$	1,800.00	\$	7,200.00	46.00	\$	6,210.00	0.00	\$	-	46.00	\$	6,210.00	\$	310.50	61.13%
83.	REMOVE LIGHT POLE AND RETROFIT	EA	79	\$	300.00	\$	23,700.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
84.	NEW LIGHT POLE AND FOUNDATION	EA	78	\$	7,800.00	\$	608,400.00	54.00	\$	16,200.00	0.00	\$	-	54.00	\$	16,200.00	\$	810.00	68.35%
85.	INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	4	\$	2,100.00	\$	8,400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	53.85%
86.	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	0.00%
87.	METER SOCKET	EA	1	\$	6,300.00	\$	6,300.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	50.00%
88.	POWER OUTLET PEDESTAL	EA	12	\$	2,000.00	\$	24,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
89.	HANDHOLE - TYPE II	EA	13	\$	910.00	\$	11,830.00	8.00	\$	9,100.00	0.00	\$	-	8.00	\$	9,100.00	\$	455.00	66.67%
90.	HANDHOLE - 1.5" PVC, TRENCHED	EA	3	\$	1,500.00	\$	4,500.00	1.00	\$	1,500.00	0.00	\$	-	1.00	\$	1,500.00	\$	75.00	76.92%
91.	CONDUIT - 2" 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	43.33%
92.	CONDUIT - 2.5" PVC, TRENCHED	LF	511	\$	7.00	\$	3,577.00	180.00	\$	1,260.00	0.00	\$	-	180.00	\$	1,260.00	\$	63.00	35.23%
93.	CONDUIT - 3" 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	100.00%
94.	CONDUIT - 1.5" PVC, BORED	LF	490	\$	8.00	\$	3,920.00	300.00	\$	2,400.00	0.00	\$	-	300.00	\$	2,400.00	\$	120.00	68.67%
95.	CONDUIT - 2" PVC, BORED	LF	140	\$	15.00	\$	2,100.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
96.	CONDUIT - 2.5" PVC, BORED	LF	250	\$	15.00	\$	3,750.00	200.00	\$	3,000.00	0.00	\$	-	200.00	\$	3,000.00	\$	150.00	80.00%
97.	CONDUIT - 3" PVC, BORED	LF	180	\$	25.00	\$	4,500.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
98.	CONDUIT - 2" GRS	LF	13	\$	22.00	\$	286.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%

103.	CONDUIT - 2.5" GBS	LF	12	\$	25.00	\$	300.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
104.	WIRE - 1/C #8 AWG, INSULATED	LF	21,530	\$	1.00	\$	21,530.00	14,000.00	\$	14,000.00	0.00	\$	-	0.00	\$	-	0.00%
105.	WIRE - 1/C #6 AWG, INSULATED	LF	5,812	\$	1.00	\$	5,812.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
106.	WIRE - 1/C #20 AWG, INSULATED	LF	1,335	\$	4.00	\$	5,340.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
107.	WIRE - 1/C #30 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
108.	WIRE - 1/C 250 kcmil INSULATED	LF	7,039	\$	7.00	\$	49,273.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
109.	WIRE - 1/C 350 kcmil INSULATED	LF	326	\$	9.00	\$	2,934.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
110.	WIRE - 1/C #8 AWG, BARE	LF	6,854	\$	1.00	\$	6,854.00	10,080.00	\$	10,080.00	0.00	\$	-	0.00	\$	-	0.00%
111.	WIRE - 1/C #6 AWG, BARE	LF	2,208	\$	2.00	\$	4,416.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
112.	WIRE - 1/C #2 AWG, BARE	LF	1,716	\$	3.00	\$	5,148.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
113.	WIRE - 1/C #4 AWG, BARE	LF	40	\$	3.00	\$	120.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
114.	TEMPORARY CABLE - #4 #4 ALUM TRIPLEX	LF	300	\$	6.00	\$	1,800.00	300.00	\$	1,800.00	0.00	\$	-	0.00	\$	-	0.00%
115.	TEMPORARY CABLE - #10, #10, #2 ALUM TRIPLEX	LF	2,095	\$	7.00	\$	14,665.00	2,095.00	\$	14,665.00	0.00	\$	-	2,095.00	\$	-	100.00%
116.	TEMPORARY LIGHT STRING ASSEMBLY	EA	4	\$	350.00	\$	1,400.00	4.00	\$	1,400.00	0.00	\$	-	4.00	\$	-	100.00%
117.	INSTALL/REMOVE TEMPORARY SIDEWALK	EA	20	\$	200.00	\$	4,000.00	20.00	\$	4,000.00	0.00	\$	-	20.00	\$	-	100.00%
118.	ADDITIONAL LONGITUDINAL CHANNELING	LS	1	\$	5,900.00	\$	5,900.00	1.00	\$	5,900.00	0.00	\$	-	1.00	\$	-	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	\$	-	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	\$	-	100.00%
121.	MATERIALS STORED ON-SITE - LIGHT POLES	EA	0	\$	5,500.00	\$	-	36.00	\$	198,000.00	0.00	\$	-	36.00	\$	-	100.00%
122.	ADDITIONAL LANDSCAPING, CO #3	LS	1	\$	4,487.49	\$	4,487.49	1.00	\$	4,487.49	0.00	\$	-	1.00	\$	-	100.00%
123.	SIDEWALK DRAIN TILE J AVE AT 6TH ST., CO #4	LS	1	\$	792.00	\$	792.00	1.00	\$	792.00	0.00	\$	-	1.00	\$	-	100.00%
124.	WINDOW WELL CONC PAD, 897 6TH ST., CO #4	LS	1	\$	1,771.00	\$	1,771.00	1.00	\$	1,771.00	0.00	\$	-	1.00	\$	-	100.00%
125.	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	\$	-	100.00%
126.	LIGHT POLE BASE MOD., U4201 AND 202, CO #4	LS	1	\$	3,892.35	\$	3,892.35	1.00	\$	3,892.35	0.00	\$	-	1.00	\$	-	100.00%
	TOTAL					\$	\$7,879,411.47		\$	\$4,478,246.37		\$	\$343,170.60		\$	\$4,821,416.97	\$241,070.85

COUNCIL ACTION FORM

AGENDA ITEM: Discussion and Appropriate Follow-up on Approval of Bank Financial Services Agreement

HISTORY:

The City's financial service agreement with Great Western Bank will end on June 30, 2021. In the past the City has requested proposals from financial institutions in Nevada for three-year and five-year periods. The current agreement is with Great Western Bank and it was a three-year term.

Request for Proposals for another three-year term was submitted to three institutions in Nevada: Great Western Bank, Availa Bank and State Bank and Trust. Only 1 responded.

Proposal was received from:

- Great Western Bank, 404 Lincoln Highway
Earning no less than .04% interest, plus the 91 Day T-Bill rate
An \$82.50/month fee will be assessed, other services at no charge

Availa Bank and State Bank and Trust declined to provide a proposal at this time.

OPTIONS:

1. Approve the proposal from Great Western Bank, earning no less than a .04% rate of interest. A monthly fee of \$82.50 and other services at no charge. Authorize Mayor to execute Agreement with Great Western Bank.
2. Reject the proposal and refer to Staff to send out new RFP's.
3. Reject all proposals, do nothing at this time and refer to staff for other options.

STAFF RECOMMENDATION:

Great Western Bank has provided superior service to the City of Nevada in the past, staff recommends accepting their proposal.

Therefore it is the recommendation of the City Administrator that Council approves Option #1, approving the Financial Services Agreement with Great Western Bank.

CITY OF NEVADA, IOWA
FINANCIAL SERVICES SPECIFICATIONS AND
REQUEST FOR PROPOSAL

RFP PROFFER DATE: March 30, 2021

PROPOSED EFFECTIVE DATE: July 1, 2021

RFP DUE DATE: Friday - 10:00 a.m., April 16, 2021

REGARDING: Financial Services

Notice is given by this Request for Proposal (RFP) to firms desiring to act as the City of Nevada's financial institution for the hereinafter described services for a period beginning on or about July 1, 2021 and ending June 30, 2024. Proposals are subject to certain general terms, conditions, instructions, specifications and technical capabilities as set forth specifically in this RFP document.

For further information contact Kerin Wright, City Clerk or Donna Mosinski, Deputy City Clerk at the Nevada City Hall during regular business hours of 8 a.m. to 5 p.m. at (515) 382-5466.

All proposals are to be filed at the Nevada City Hall on or before 10:00 a.m. local time, Friday, April, 16, 2021. The proposals submitted will be opened and reviewed by staff. The successful bidder must be willing to enter into a binding agreement with respect to the proposal when the proposal is accepted by the City Council of the City of Nevada. It is expected that the proposal selection will be made at the April 26, 2021, City Council meeting.

The City of Nevada reserves the right to reject any and all proposals and to waive any or all formalities and technicalities with respect to this notice.

CITY OF NEVADA, IOWA
SPECIFICATIONS

CONDITIONS OF PROPOSAL SUBMISSION

1. The firm with the accepted proposal shall comply with all conditions contained herein. The objective of this RFP is to identify the financial institution that can meet or exceed services presently being provided at the highest rate of return to the taxpayers of Nevada.
2. The proposal should be submitted in duplicate and signed by a duly authorized official of the financial institution. One fully executed copy of the awarded proposal will be retained by the City. An executed copy of the successful proposal will also be returned to the financial institution selected after approval by the City Council.
3. The term of this contract will be for a period beginning July 1, 2021 through June 30, 2024.
4. All proposals are to be filed at the Nevada City Hall on or before 10:00 a.m. local time Friday, April 16, 2021, and are to be enclosed in a sealed envelope marked "Financial Services Proposal."
5. All firms are to use the forms provided, adhering to the criteria set forth. This is done to assure comparable information for the evaluation of proposals.
6. All proposals will be evaluated by the City staff in accordance with the criteria and procedures identified. A staff recommendation will be made to the City Council for final approval.
7. It is the intent of these specifications to provide prospective financial firms with sufficient information to prepare a competitive proposal.

DESCRIPTION OF CURRENT SYSTEM

This RFP form indicates the approximate number of transactions based on historical or anticipated activity to the best of the City's knowledge. This is the City's best estimate of the number of transactions and does not represent a guarantee of transactions.

1. Operational Checking Account (Interest Bearing)

Deposits are typically made daily. Currently approximately 3,000 checks are deposited monthly. Approximately under 1000 operational account deposits are made annually. Approximately 2,500 checks are issued against this account annually. The account balance is impacted by a number of factors and varies greatly. It currently ranges between \$10,000,000.00 and \$35,000,000.00 monthly.

2. Miscellaneous Checking Account(s) - (Both Interest and Non-Interest Bearing)

A separate checking account may be required in the event the City is awarded any grants or other funds that require the funds to be segregated.

3. Services and Supplies: The successful financial institution shall furnish the following:

<u>Type of Service</u>	<u>Annual Charge</u>
A. No Minimum Balance Required	No Charge
B. Monthly Service Charge	No Charge
C. Account Transaction Activity	No Charge
D. Printed Deposit Slips	No Charge
E. Wire Transfers Out	
Under 25 per year	No Charge
If over 25 per year	\$10.00 per
F. Wire Transfers In	No Charge
G. Stop Payments	No Charge
H. Bank transfers between accounts	No Charge
I. Safety Deposit Box	No Charge
J. Commission Charges on purchases of	
U.S. Government Securities	
Under 10 per year	No Charge
If over 10 per year	\$15.00 per
K. Safekeeping on Government Securities	No Charge
L. Money Orders	No Charge
M. Returned Checks	No Charge
N. Provide required Printed Checks: (The City will order and present a bill to the financial institution)	
O. ACH Collections/Payments (Utility Payments)	No Charge
P. ACH Payroll Services	No Charge
P. Coin counting & Wrapping	No Charge
Q. Night Depository	No Charge
R. Endorsement Stamps (maximum of six annually)	No Charge

Specific time deadlines for same day credit of deposit or performance instructions:

Wires or other non-paper deposits	Negotiable (include in your bid)
Instructions for wire out/in	Negotiable (include in your bid)
Daily Deposits	3:00 p.m.

The procedure for returned checks is as follows: The financial institution will present a check for payment twice. If the check still does not clear, the financial institution will notify the City as soon as possible. Please include your proposed procedures for clearing charge backs in your bid.

4. Bank Statements

A detailed printout (statement) of checks by clearing date and in check sequence order is required for check reconciliation purposes.

The statement is required within five (5) working days after the close of each month. Electronic copies of cancelled checks sorted in check number sequence must accompany the statement and duplicate of deposit tickets. **Must have the availability to provide either paper or electronic copies of the backs of all checks monthly.**

5. Insurance and Collateralization

All deposits not covered by the \$250,000 FDIC Insurance must be in compliance with applicable State statutes at all times.

6. Wire transfers

Wire transfers in and out are estimated at less than 50 per year.

TERMINATION

Either party to this agreement shall have the right to terminate this agreement for breach by the other party by giving the breaching party at least ninety (90) days written notice by certified mail, return receipt requested, of its intention to terminate. However, if the agreement is terminated by or because of an act or omission of the financial institution, the financial institution shall forfeit the opportunity to submit a bid as a depository institution for the following twenty-four (24) months after the effective date of the termination. Any termination shall be effective on the last calendar day of the month, unless mutually agreed to in writing by both parties.



Great Western Bank®

Making Life Great®

Member FDIC

Banking Services Proposal

Presented to:

City of Nevada

Term: July 01, 2021 – June 30, 2024

April 08, 2021

Response to Request for Proposal

City of Nevada Contact

Kerin Wright
City Clerk
City of Nevada
1209 6th Street
Nevada, IA 50201-0530

Great Western Bank Contacts

Alma Mrzljak, CTP, AAP, MBA
Senior Treasury Management Consultant
10101 University Avenue Ste. 100
Clive, IA 50325
Alma.Mrzljak@GreatWesternBank.com
515.440.2551 (O)
515.771.9968 (C)

John Jennett
Group President
825 Central Avenue
Ft. Dodge, IA 50501
John.Jennett@GreatWesternBank.com
515.232.4304 (O)
515.971.4255 (C)

Kenny Carey
Branch Manager
404 W Lincoln Hwy
Nevada, IA 50201
515.382.5408
Kenny.Carey@GreatWesternBank.com

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Executive Summary

On behalf of Great Western Bank, we want to thank you for the opportunity to earn your business. After reviewing the Request for Proposal, we are confident that our products and services will meet your business needs now and into the future.

For over 80 years, Great Western Bank has been providing our customers with traditional, sound banking practices, such as gathering deposits, making loans and investing in the communities we serve.

We have managed large and complex banking relationships and are well positioned to meet the needs detailed in your recent Request for Proposal, including:

- Business accounts with a full range of receipt and payment transaction capabilities – checking with positive pay, remote deposit capture, ACH debits and credits, incoming and outgoing wire transfers and lockbox services.
- With Treasury Banking Suite, our Online and Mobile Business Banking platform, you can easily and quickly view detailed account information online. You have the ability to view balances, transactions, and statements; transfer funds; originate wire transfers and ACH transactions; and upload and download data files.
- Great Western Bank offers various types of sweep arrangements that may be established individually or in combination with each other. Whether the sweep is designed to move deposits or a credit management service (loan sweep) will depend upon your cash position and funding needs.
- Great Western Bank's Business VISA Purchasing Card Suite allows you to custom tailor a card program for your business. Our robust reporting tools and comprehensive spend management software will help you control expenses and add value to the finance, audit, travel, and purchasing managers within your company.
- GWB Wealth Management offers a full range of investment management, fiduciary, brokerage, insurance and custodial services and retirement plan services to our clients. We offer a wide variety of institutional money market funds and can offer a number of different monthly statement packages. We utilize Infovisa as our operating system and all accounts have online access. An Investment Score Card service provides custody portfolio reporting.
- Great Western Bank has the capacity to service your credit needs, however, we will need to complete a more detailed review of your financial results, your projections and business plan and would like to request a meeting in the next 14 days with your management team to begin the process.

One of the advantages we bring to the table is our unique size. We are big enough to fulfill your banking needs in-house, yet small enough to build personal relationships.

In addition, our core values, which are centered on Making Life Great for our customers, will enable our experienced team to provide you with the service and attention you deserve. Our approach to your banking needs will be straightforward; simplifying how you do banking and providing you with the level of detail needed to streamline back office processes.

We look forward to earning your business and respect.

Request for Proposal

Great Western Bank is pleased to present this document with the purpose of giving your screening committee an overview of our bank's capability and capacity to meet the current and expanding needs of your business. We are committed to delivering a high-quality and responsive service.

Any questions related to this document or Great Western Bank should be directed to:

- Alma Mrzljak, CTP, AAP, MBA
- Senior Treasury Management Consultant
- 515.440.2551
- Alma.Mrzljak@GreatWesternBank.com

I. Great Western Bank

Great Western Bank is a safe and secure business partner. Founded in 1935, we have grown to over 170 locations in nine states. Today, the bank holds a strong balance sheet. Our history of producing strong earnings results, along with our capital strength, establishes Great Western Bank's operating staying power well into the future.

Great Western Bank's financial statistics & rankings (as of December 31, 2020) include:

- Total assets of \$12.81 billion
- Headquartered in Sioux Falls, SD, we are the 7th largest US farm lender.
- Great Western Bank has maintained a "Well Capitalized" status, which is the highest regulatory capital rating, for over a decade.

What the numbers don't show is our dedication to Making Life Great for you, our customer. Great Western Bank is as strong as the communities we serve, and continues to be a leading community bank.

II. Service Overview

A. Banking Activity, Cash Receipts and Disbursements

Great Western Bank is fully capable of servicing the receipt and payment processing requirements of your company.

Specifically, we provide:

- **Business Checking**

- Great Western Bank's accounts are designed for businesses of all sizes.
- We offer various sweep options to integrate your accounts and help you manage your business finances.
- Convenient and friendly service at Great Western Bank locations in your area where both you and your employees can do their banking.

- **Wire transfers**

- Transfers received with correct information are posted to your account upon receipt.
- You may view your account activity online and know when an incoming wire has been processed.

- **Automated Clearinghouse (ACH)**

- Incoming files are posted periodically throughout the day.
- You may review payments received online.
- EDI available.

- **ACH Origination and Wire Transfers**

- A variety of disbursement options are available and are based on what suits your unique business needs best.

- **Positive Pay (Check or ACH)**

- Reduce your exposure to fraud risk with Positive Pay.
- Match the checks you issue with the ones that are presented to the bank for payment.
- Identify counterfeit or altered checks or automated entries before they are charged to your account.

B. Treasury Management, Online Banking, Deposit Operations and Wealth Management

Treasury Management

Great Western Bank offers a variety of treasury management services to meet your business needs. Services include:

- Treasury Banking Suite our Online & Mobile Business Banking platform with Treasury Management
 - Great Western Bank's Treasury Banking Suite lets you view your account online and easily obtain the detailed information you need for quick decision making. Choose to use the features and services that help you manage your business banking activities quickly, conveniently, and effectively. We welcome the opportunity to fully demonstrate the product at one of our convenient bank locations or via web conference.
 - Treasury Banking Suite highlights include the ability to:
 - View balances and transaction activity online or with a mobile device.
 - Transfer funds between Great Western Bank accounts.
 - View statements and check images online.
 - Enter Online Bill Payments.
 - Enter and manage Stop Payments online.
 - Current Day and Prior Day function shows the collected, ledger balances and hold amounts for selected accounts along with a summary of daily activity by transaction type.
 - Download an output file of transactions into your financial software for Account Reconciliation or upload a file to the bank.
 - Secure Browser for superior risk mitigation.
 - A Company Administrator is appointed to manage online user access. Unique company and individual user IDs and passwords control employee access to specific accounts and limit transaction authority.
- ACH Origination
 - Originate direct deposit of payroll or receive payments from customers. Enter batches and individual entries online or upload files from your payroll or accounting software.
- Wire Origination
 - Enter outgoing wire transfer requests online, including recurring wire transfers. Upload a batch of wire transfers directly from your accounting software.
- Account Reconciliation (Check Positive Pay)
 - Upload an issued items file for Positive Pay acceptance or enter issued items information directly into the system. View exceptions item descriptions online and decide whether to pay or return checks that do not match the issued items file.

ACH Positive Pay

- Safeguard your accounts against fraudulent activity by filtering or blocking unauthorized electronic transactions. Items that meet pre-established criteria will automatically post to your account. You will have the ability to review any exceptions and approve or reject the item(s).
- **Loan Sweep**
 - A loan sweep allows you to continually minimize your borrowing needs based upon the availability of funds in your deposit account(s) on a daily basis.
- **Zero Balance Account**
 - Another variation on a sweep account is the zero balance account, or ZBA. Zero Balance Accounts allow for centralized cash control, centralized funding for checks, and still offer the benefits of detailed statements for each account.
- **Multi-Level Sweep**
 - Customize any combination of a Loan sweep or Zero Balance Account(s) to maximize earnings, manage check operations, and maintain a source of readily available working capital all at the same time.

Deposit Operations

Great Western Bank is able to provide various levels of back office banking services which will meet your businesses operation requirements.

- **ACH Block or Filter**
 - Allows you to control ACH items posting to your account by authorizing specific entries in advance.
- **Lockbox services**
 - Downloadable data to almost any financial software. In the event an existing interface is not available, a custom file can be written to meet the specification of the software. Our state-of-the-art equipment provides the ability to capture the traditional check/coupon along with check only and whole page imaging. Robust web based reporting is available. We will work with you to capture the traditional check and account number along with any other data (name, address, product description) you desire.
- **Online Business Deposit**
 - Provides the service to truncate checks at the desktop and clear them electronically. All items process prior to 7:00 p.m. Central Time will be posted the same business day. Our web-based solution offers the flexibility to structure access based upon the workflow and accounting requirements of your company. The service is compatible with most existing scanners or we offer equipment purchase options to ensure you have the right equipment to handle your deposits. Setup options will allow your staff to access several accounts or consolidate deposits to a single account from any scanning location within your family of companies. Reporting further enhances the product offering while providing research capability right at your fingertips.

Business Purchasing Cards/Expense Management & Merchant Processing Services

▪ **Great Western Business VISA® Purchasing Card**

Great Western Bank offers a VISA purchasing card, complete with unlimited rewards, for any size of business. Our flexible card options put you in control. The convenient administrative tools allow you to stay in control and easily manage expenses.

- Predetermined spending limits
- Authorization-controlled spending at point of sale
- Allow or restrict cash access
- Rewards do not expire as long as account remains open and in good standing

▪ **Robust Online Expense Reporting – VISA IntelliLink**

This optional time savings tool offers additional convenient management at an affordable price. VISA IntelliLink brings efficiency and visibility to businesses of all sizes.

- One-click access to cardholder spending
- Users can generate flexible reports for online or offline review
- Email messaging alerts related to reconciling or approvals
- Accounting extracts that provide coded and approved expenses
- Flexible cash reimbursement option for employee out of pocket expenses

▪ **Merchant Processing**

Great Western Bank partners with Heartland Payments, to offer a "one stop solution" and turnkey package of SSL-compliant consumer, merchant and payment gateway solutions and card providers.

- Great Western Bank customers enjoy later cut-off times and next-day funding.
- Processing for all major credit and debit cards with one statement, one settlement and one great price. Includes Visa®, MasterCard®, American Express®, Discover®, and PayPal™.
- Competitive rates
- 24/7 Merchant Support.

V. Banking Services Pricing and Compensation

Great Western Bank's business products are priced to reward our customers for their loyalty. Fees are reasonable and appropriate for the services used. Earnings credit may be applied to eligible accounts to offset all or a portion of the monthly service charge.

Enhanced account analysis statements provide a detailed accounting of the charges assessed on the account. Multiple accounts from a single relationship may be grouped for purposes of relationship pricing where any profit (excess earnings credit) on one account may offset an analysis loss on another account.

Bank Services and Supplies

Treasury Management Service Fees

Since the inception of the relationship, Great Western Bank has been able to offer a 'full waive' for the Treasury Management services to the City of Nevada. Below is our pricing proposal for the Treasury Management services.

- Assess 25% of the Treasury Management fees that are currently waived.
- Keep 25% fee assessment for the duration of the contract (that is a 75% discount to the City of Nevada for the Treasury Management services).
 - 12-month average for the Treasury Management fees is \$330.00/month
 - City of Nevada will be assessed \$82.50/month for the duration of the contract.

Additional Solutions Recommendation

- Purchasing Card
 - City of Nevada has a Purchasing Card approved with the credit limit of \$30,000. Great Western Bank suggests that the City of Nevada increases their spending given the approved limit in order to take advantage of **1% cash back (rewards)**. Increasing card spend can be as easy as switching certain payables over to a card from a check or ACH in order to take advantage of cash rewards.
- Merchant Processing
 - Great Western Bank would like to provide a proposal to the City of Nevada for Merchant Processing. Great Western Bank has a strong partnership with Heartland Payments, an entity of Global Payments, providing cost effective and convenient merchant processing solutions. Merchant Processing is a great tool to speed up your receivables by offering convenient ways to your customers to pay through the City's website, by phone (virtual terminal), etc. Enclosed, you will find additional details around Heartland Payments and the solutions offered.

Other Services

A. Printed Deposit Slips	No Charge
B. Safety Deposit Box	No Charge
C. Money orders	No Charge
D. Provide required printed checks	No Charge
E. Night depository	No Charge
F. Endorsement stamps	No Charge

- G. Back of the check images w/statements No Charge
- H. Account Deposit Rate
- Deposit rate will be tied to a 91 Day T-Bill rate, plus the variance of 4bps (0.04%).
 - As of 04/07/2021, T-Bill Rate is 1bps (0.01%).
- I. Commission charges on purchases of U.S. Government Securities
- J. Safekeeping on Government Securities
- Above highlighted falls within Wealth Management purview.
 - Should the City of Nevada need these services, Wealth Management would handle.
 - Wealth Management fees would apply.

Lobby Hours

Monday – Friday: 9:00am – 4:30pm
Saturday: Closed

Drive Up Hours

Monday – Friday: 8:00am – 5:00pm
Saturday: 9:00am – 12:00pm

Cut off times for deposits and outgoing payments (ACH and Wires)

Cutoff Times	<ul style="list-style-type: none"> • ACH 6:00pm CT • Same Day ACH 3:00 pm CT • Wires International 4:00pm CT • Wires Domestic 4:00pm CT • Online/Mobile Business Deposit (aka Remote Deposit Capture) 7:00pm CT • ACH Positive Pay Exceptions 2:00pm CT • Check Positive Pay Exceptions 2:00pm CT
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VI. Termination

Either party to this agreement shall have the right to terminate this agreement for breach by the other party by giving the breaching party at least ninety (90) days written notice by certified mail, return receipt requested, of its intention to terminate.

VII. Security and Control

Great Western Bank is in compliance with rules and regulations associated with information security and controls. The bank is examined regularly by various regulatory agencies, including the FDIC and South Dakota Division of Banking. Additionally, Great Western Bank has internal and independent third-party audits to ensure regulatory compliance and validate controls are working as designed.

Great Western Bank's Policies and Procedures govern the bank's daily activities and ensure that transactions are handled properly. We are committed to maintaining customer confidentiality and protecting customer information.

VIII. Additional Comments

Great Western Bank takes pride in our system sophistication and client satisfaction. Recognized as a leader in the banking community, we diligently focus on enhancements and product compatibility which supports the financial stability and success of our customers. As we develop and nurture relationships with our customers, we are better armed to meet their expectations and deliver unique, user friendly solutions for their needs. Our commitment to excellence demands that we identify and implement strategies that are ever-changing in the market, to ensure that we remain the preferred provider of banking services.

We welcome the opportunity to learn more about your needs as we develop a more detailed proposal. By taking the time to get to know you better, we will be able to help you simplify and streamline your office processes. We look forward to developing a long-term business relationship.

Item # 83
Date: 05/10/21

License or Permit Type

License or Permit Type

Class B Beer Permit

Length of License Requested

5 Day

Tentative Effective Date

2021-05-21

Tentative Expiration Date

2021-05-26

Privileges / Sub-Permits Information

Privileges

Outdoor Service

Sub-Permits

Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises

Premises Information

Services <[https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1620159387767)

ia_slv=1620159387767>

(App-030707)

Agencies <https://directory.iowa.gov/?ia_slv=1620159387767>

Exit (/) Save and Exit

Social <https://directory.iowa.gov/social/Index?ia_slv=1620159387767>

<https://www.iowa.gov/search/google?ia_slv=1620159387767>

- ✓ License or Permit Type
- ✓ Privileges / Sub-Permits
- ✓ Premises
- ✓ Ownership
- ✓ Criminal History / Violations
- ✓ Dramshop Verification
- ✓ Document Upload
- ✓ Local Authority

Review

Attestation / Endorsement

Action Items

Step 9 of 11

Review

NEED HELP ?

Business Information

* (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)

Nevada Jaycees

* (required) Name of Business (D/B/A)

Nevada Jaycees

Indicate how the business will be operated

Privately Held Corporation

* (required) Federal Employer ID #

* (required) Business Number of Secretary of State

145686

Tentative Expiration Date

May 26, 2021

Premises Information

Address of Premises:

Address or location

PO Box 284,Nevada,Iowa,Story

Search by a location name or address to automatically populate the address fields below (optional)

* (required) Local Authority

* (required) Premises Street

City of Nevada

PO Box 284

Control of Premises

Premises Suite/Apt Number

lease

Is the capacity of your establishment over

* (required) Premises City

200?

Nevada

Yes

Are other liquor, wine or beer businesses ac-

Premises State

cessible from the interior of your premises?

Iowa

No

* (required) Premises Zip/Postal Code

Equipped with tables and seats to accommo-

50201

date a minimum of 25?

Yes

Premises County

* (required) # of Floors:

Story

1

of Bathrooms:

4

Premises Type

Fairgrounds

Does your premises conform to all local and state health, fire and building laws and regulation?

True

Contact Information

* (required) Contact Name

William A Harrison

* (required) Business Phone

(515) 460-1414

*** (required) Email Address**

bharrison83@gmail.com

*** (required) Phone**

(515) 460-1414

☐ **Same as Premises Address**

Mailing Address:

Address or location

1312 South G Avenue,Nevada,Iowa,

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

1312 South G Avenue

Mailing Suite/Apt Number

Mailing City

Nevada

Mailing State

Iowa

Mailing Zip/Postal Code

50201

Mailing County

Business Demographics Information

William Harrison

Position: Member

SSN: XXX-XX-1327

US Citizen: Yes

Ownership: 100%

DOB: 1983-01-26

Criminal History Information

Have you ever been convicted of a felony offense in Iowa or any other state of the United States? If you selected "yes", please list your violations below

No

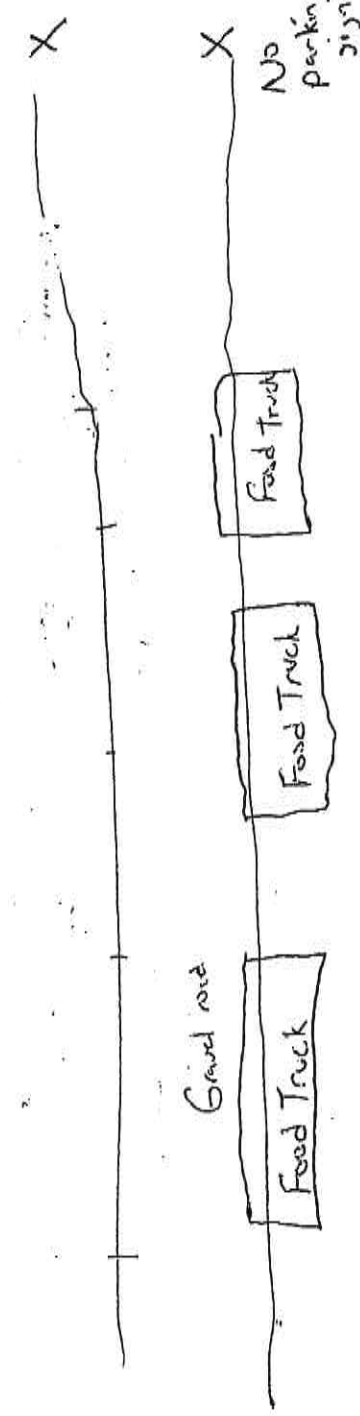
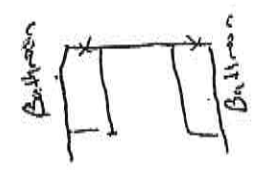
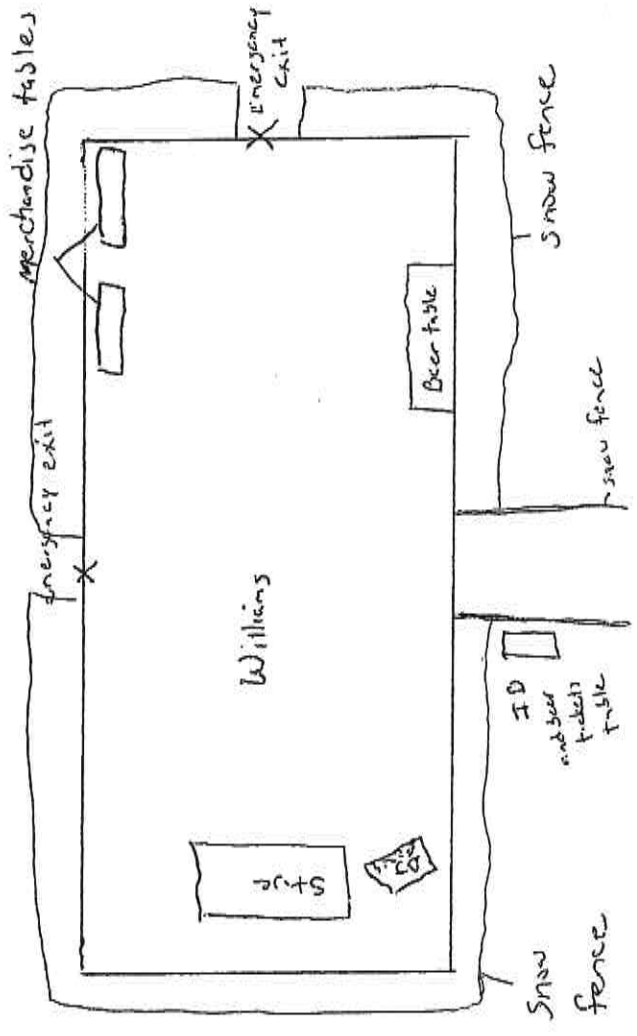
Have any of the owners listed in the ownership screen ever been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If you selected "yes", please list your violations below.

No

Dramshop Verification Information

Dram Shop
Illinois Union Insurance
Company

Parking



S
E + W
P. 78

Contact Jeremy Meyer with any questions 641-521-8337

Ray has discussed these plans and is alright with this proposal

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the May 10, 2021 Council Agenda

Business Name Nevada Jaycees Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

5-4-21

Date

RAJ

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

as submitted

RESOLUTION NO. 106 (2020/2021)

**A RESOLUTION ACCEPTING OVERHANG EASEMENT AND MAINTENANCE
AGREEMENT BETWEEN THE CITY OF NEVADA, IA AND ITC MIDWEST LLC**

WHEREAS, the City of Nevada desires to enter into a Perpetual Overhang Easement with ITC Midwest LLC upon, over and across the Easement Area as shown on Exhibit A; and

WHEREAS, the City of Nevada has determined that it is necessary to have a Perpetual Overhang Easement for the right to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines as detailed in the attached Overhang Easement.

WHEREAS, the City of Nevada and ITC Midwest LLC have determined the premises to be the West 10 fee of Lots One (1) and Four (4) in Block Eleven (11) in the Original Town of Nevada, Story County, Iowa; and

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

1. The Perpetual Overhang Easement by and between the City of Nevada, Iowa, and ITC Midwest LLC in the forms attached hereto is hereby accepted.
2. The Mayor and City Clerk are hereby authorized to sign the Easement and provide ITC Midwest a executed copy for filing.

PASSED AND APPROVED this 10th day of May, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 106 (2020/2021) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 106 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 106 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 10th day of May, 2021.

Kerin Wright, City Clerk



April 19, 2021

City of Nevada
PO Box 530
Nevada, IA 50201

RE: ITC Midwest LLC, Nevada North – Nevada 19th Street transmission line project

Dear Landowner:

ITC Midwest is rebuilding a transmission line in Story County to accommodate today's growing energy needs and provide a more reliable energy delivery system. To ensure they have adequate clearance rights for this transmission line, ITC would like to acquire Overhang Easements from the landowners along the proposed project route. Our company, JCG Land Services, will be working with Story County landowners to negotiate the necessary easement rights to facilitate this project.

Upon your receipt and review of the enclosed easement packet, please call me at **515.836.8214** to discuss the project and any questions you may have.

One of our top priorities is the health, safety and well-being of our employees and you as a landowner. Due to recent health concerns with COVID-19/coronavirus, we would like to minimize in-person contact if possible by working with you via email, mail, or phone. If you prefer to schedule something in-person, we can accommodate that by following certain guidelines. I will follow all CDC guidelines some of which include maintaining social distance and wearing a protective mask. I appreciate your understanding and look forward to working with you.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Grove", written in a cursive style.

Mike Grove
Real Estate and Right of Way Representative

1715 South G Avenue
Nevada, Iowa 50201
Telephone: 515-382-1698
Fax: 515-382-2778

1921 51st Street NE, Suite 3
Cedar Rapids, Iowa 52402
Telephone: 319-362-3507
Fax: 319-294-9306

1011 SW 11th Street
Leon, Iowa 50144
Telephone: 641-446-7717
Fax: 515-382-2778

9001 Hickman Road, Suite 100
Urbandale, Iowa 50322
Telephone: 515-382-1698
Fax: 515-382-2778

e-mail: jcgland@jcgland.com • Web Site: www.jcgland.com

Return to: Mallory Huisman – JCG Land Services – 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
Prepared By: Holly Fisher – ITC Holdings Corp. – 123 5th Street SE, Cedar Rapids, IA 52401 (785) 414-5483

OVERHANG EASEMENT

For good and other valuable consideration, the receipt of which is hereby acknowledged, **The City of Nevada, a Municipal Corporation**, PO Box 530, Nevada, IA 50201 ("Grantor"), does hereby warrant and convey unto ITC Midwest LLC, a Michigan limited liability company, 27175 Energy Way, Novi, MI 48377 ("Grantee"), a perpetual overhang easement ("Easement") upon, over and across the "Easement Area" within the "Premises" as described below and shown on Exhibit A, together with all the rights and privileges for the full enjoyment or use thereof for the purpose described below.

Premises: Lots One (1) and Four (4) in Block Eleven (11) in the Original Town of Nevada, Story County, Iowa.

[Note: The above described land lies within Section 7, Township 83 North, Range 22 West of the 5th P.M.]

Easement Area: The Easement Area being the West 10 feet of the Premises.

1. **Grant of Rights.** The Easement shall include the following rights:
 - (i) The right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines (but including no right or privilege to place poles, towers or other structures in contact with the ground within the premises described), for transmission and distribution of electricity, communications and all corporate purposes (the "Electric Lines");
 - (ii) The right to enter upon the Premises to conduct surveys, including environmental surveys, and soil engineering testing for the Electric Lines;
 - (iii) The right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush now or hereafter standing or growing upon or within the Easement Area, all at Grantee's sole and absolute discretion, together with the right to remove, cut, trim, destroy or otherwise control any or all trees, shrubs, bushes, or brush on the Premises that in the sole and absolute judgment of the

Grantee may interfere with maintenance, operation, or use of the Electric Lines or which in falling might touch the Electric Lines; and

- (iv) The right of ingress and egress over and across the Premises to the Easement Area for any of the Easement purposes stated herein, by means of existing field roads and lanes, if any, otherwise by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion, together with the right to construct a temporary road, at Grantee's sole expense, across the route used for ingress and egress, provided that upon the later of Grantee's determination that a temporary road is no longer necessary and Grantor's request to remove, Grantee shall, to the extent reasonably practicable, restore any temporary road area to its condition at the time of entering into this Agreement;
 - (v) The right to extend any or all of the rights granted in this Easement to another entity or person.
2. **Reserved Rights:** Grantor reserves the right to cultivate, use, install and maintain field tiles or other drainage apparatuses used for farming, and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein, provided that Grantor shall not perform any act which will interfere with or endanger the Electric Lines.
3. **Survey.** For one hundred eighty (180) days after completion of construction of the transmission line, Grantee shall have the right, but not the obligation, to supplement Exhibit A with a new Exhibit A-1 that will show the exact size and location of the Easement Area as determined by survey of the legal description set forth above. The survey shall be in such form and content as is acceptable to Grantee in its sole discretion. Grantor hereby agrees that Grantee shall have the right to and is hereby authorized, with or without the joinder of Grantor, to file Exhibit A-1 by affidavit, to amend this Easement to include such new Exhibit A-1 or to attach such new Exhibit A-1 to this Easement, and to record or re-record such affidavit, amendment or Easement with the new Exhibit A-1. Grantee shall provide Grantor with a copy of the recorded affidavit, amendment or re-recorded Easement.
4. **Damages and Repair.** Upon reasonable notice to Grantee that damage has occurred on the Premises, Grantor and Grantee shall work cooperatively to identify the damage and to determine the scope of repair or replacement work and/or amount of reimbursement. Notwithstanding the foregoing, at no time shall Grantee be responsible for any damages to the extent that such damage results from Grantor's negligence or willful misconduct. Consistent with Iowa Code and as provided in Grantee's most current damages statement, Grantee shall:
- (i) re-grade, repair and restore, at Grantee's sole expense, any portions of the Premises damaged by Grantee in the exercise of any of Grantee's rights in this Easement;
 - (ii) repair or replace at Grantee's sole expense any property damaged, including but not limited to any actual damage done to drain tiles or other farming equipment (collectively referred to as "Equipment") caused by Grantee's exercise of any of Grantee's rights under this Easement. In lieu of the foregoing, Grantor may elect to undertake such repair or replacement of the Equipment and Grantee shall reimburse the Grantor for the actual and reasonable cost of such repair or replacement.
 - (iii) upon Grantee's completion of construction, operation, maintenance, repair, reconstruction or use of the Electric Lines, Grantee shall reimburse Grantor, or

the owner of the crops if different from the Grantor, for the value of any crops damaged by Grantee's exercise of any of Grantee's rights under this Easement.

5. **Structures, Trees, Permitted Fences.** Grantor shall not erect any buildings, structures or other objects, permanent or temporary, (collectively referred to herein as "Structures") upon the Easement Area nor to perform any act which will interfere with or endanger the Electric Lines. Grantor further agrees not to plant any trees within the Easement Area without prior express written consent from Grantee, nor to perform any act which will interfere with or endanger the Electric Lines.

Grantee may remove, at its sole discretion, any existing Structures from the Easement Area. In addition, Grantee may remove, at its sole discretion, any prohibited future Structures from the Easement Area without prior notice and without responsibility for any damage that occurs as a result of such removal. In the event a fence currently exists within the Easement Area as of the date of this Easement (each, a "Permitted Fence"), Grantee may: (1) install and maintain a gating system in the Permitted Fence, of Grantee's choice, in order to obtain access to the Easement Area for the purposes of construction and maintenance of the Electric Lines; and (2) cause such Permitted Fence to be removed as Grantee deems necessary provided that Grantee restores such Permitted Fence to substantially the same condition as it existed prior to removal.

6. **Public Improvements.** Grantor further reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and underground utilities and pipelines other than field tiles/drainage apparatuses for farming (hereinafter called "Public Improvements"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Public Improvements do not in the opinion of Grantee impair the structural or electrical integrity of or ability to maintain said electric system or materially alter the existing ground elevations; and provided further that all such Public Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or successors must submit plans of Public Improvements or other installations within the Easement Area for review, compliance, and written consent by Grantee prior to installation of the proposed Public Improvements.
7. **Representations and Warranties.** Grantor represents and warrants to Grantee that it is the sole owner(s) of the Premises; that it holds the Premises by title in fee simple; that it has the full authority and power to grant the Easement to Grantee; and that the Premises are free and clear of all liens, encumbrances, claims and charges (including, but not limited to, judgment liens, judicial liens, mechanic's liens, harvester's liens, miner's liens, landlord's liens, attorney's liens, tax liens, and special assessments). Grantor covenants to warrant and defend the Premises and Easement against any liens and the lawful claims of all persons asserting, claiming or having any liens. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement.
8. **Integration/Severability.** It is agreed and understood that this Easement contains all agreements, promises and understandings between Grantor and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Easement shall be void and ineffective unless made in writing signed by the Grantor and Grantee. In the event any provision of the Easement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Easement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Easement or to exercise any of its rights under the Easement shall not waive such rights and such party

shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Easement, in law or in equity.

9. **Captions.** The captions contained in this Easement are inserted for convenience only and are not intended to be part of the Easement. They shall not affect or be utilized in the construction or interpretation of the Easement.
10. **Limited Use/Non-Use.** Limited use or non-use of the rights granted herein shall not prevent later use to the full extent herein conveyed.
11. **Perpetual Conveyance.** This conveyance shall be permanent, shall run with the land and shall be binding upon the parties' successors, personal representatives, heirs, and assigns.
12. **Right of Cancellation.** Grantor shall have the right to cancel this Easement by mailing to Grantee a notice of cancellation by certified mail, with return receipt requested, to Grantee's principal place of business. Said notice must be received by Grantee within seven (7) days, excluding Saturday and Sunday, of the date of this agreement Grantor acknowledges that by signing this Easement, it has been notified by Grantee of its right to cancel this Easement and acknowledges receipt from Grantee of a duplicate copy of the "Notice of Cancellation." Grantee agrees that it will not record this agreement until after the cancellation period has expired. This right of cancellation may be exercised only once for this transmission line project.

IN WITNESS WHEREOF, Grantor has executed and delivered this agreement and the agreement shall be dated as of the date of Grantor's execution of the agreement.

GRANTOR: City of Nevada

Print: _____

Title: _____

Date: _____

Print: _____

Title: _____

Date: _____

STATE OF _____)
)ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20__ by
_____ as _____ of the City of Nevada.

Notary in and for the State of _____

STATE OF _____)
)ss:
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, 20__ by
_____ as _____ of the City of Nevada.

Notary in and for the State of _____

EXHIBIT A

ORIGINAL TOWN BLOCK:11 LOT:1 & 4
SEC 7-T83N-R22W
STORY COUNTY, IOWA

K AVE

City of Nevada

ORIGINAL TOWN BLOCK:11 LOT:1 & 4

10'

4TH ST

5TH ST



0 15 30 60



SCALE IN FEET

OWNER:
CITY OF NEVADA

EASEMENT AREA: 0.03 ACRES

PROJECT: NEVADA NORTH - NEVADA 19TH ST

J AVE

JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698

www.jcgland.com




DRAWN: NORTHOUSE

NEVADA N - NEVADA 19TH

SCALE: 1" = 50'

DATE: 4/19/2021

-- PROPERTY LINES

 EASEMENT AREA

This product is for informational purposes and
may not have been prepared for, or be suitable
for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

Date _____

Parcel #11-07-200-200

Easement Payment Calculation Sheet

A.	Value / Acre	\$129,667.36	/Acre
B.	Easement Value (50% of value per acre of line A above)	\$64,833.68	/Acre
C.	Easement Acreage (from easement plat - Exhibit A)	0.03	Acres
D.	Guy and Anchor Easement Payment		
E.	Temporary Construction & Access Easement Payment		
F.	Total Payment for Easement	\$1,945.01	

The City of Nevada, a Municipal Corporation

Landowner Name _____

By _____
Landowner

By _____
Landowner

By _____
Representing ITC Midwest LLC

Supporting notes:

Easement area = 0.03 acres

Current Use: Commercial

All Proceeds Shall be Made Payable to:

Additional Comments:

NOTICE OF CANCELLATION

TO: Real Estate and Right of Way
ITC Midwest LLC
123 5th Street, SE
Cedar Rapids, Iowa 52401

I(We), _____, grantor(s) in
a _____ [easement agreement/option agreement/lease agreement] dated the ____
day of _____, 20_____, with _____, do
hereby cancel this easement agreement without penalty or obligation.

Dated this _____ day of _____, 20_____.

GRANTORS:

This Notice of Cancellation is provided pursuant to Chapter 478, the Iowa Code.



ITC MIDWEST DAMAGE CLAIMS POLICY

During the construction and operation of an electric line, damage is sometimes caused to a landowner's and/or tenant's property. If ITC Midwest LLC ("ITC Midwest") causes physical damage to property by means of its construction, reconstruction, enlargement, repair, and/or other maintenance activities (collectively the "Construction Activities"), the landowner and/or tenant, as their respective interests appear, ("Landowner/Tenant") will be compensated by ITC Midwest pursuant to Iowa Code § 478.17. This document expresses ITC Midwest's intent to implement the requirements of § 478.17 and how it anticipates fully compensating a Landowner/Tenant for any damages caused to property by ITC Midwest during Construction Activities and shall not in any way modify, alter or amend the easement(s) or other governing documents relating to the property.

The rights of a landowner or tenant to claim damages are established by Iowa Code Chapter 478, including but not limited to Section § 478.17. The Damage Statement does not set any limit on the amount of proven damages that may be claimed pursuant to statute and paid if proven.

I. CROP LOSS DUE TO ELECTRIC LINE CONSTRUCTION ACTIVITIES

A. Conventional

- i. If a crop has been planted prior to ITC Midwest's Construction Activities or if a crop normally would have been planted before the finish of the Construction Activities, ITC Midwest will pay the percentages below on the crops damaged by construction. The schedule of crop loss percentages does not limit the ability of a landowner or tenant to submit a claim for damages in excess of the total of the percentages in the schedule. The percentages below will be paid in one lump sum following construction.

First Year:	100% of crop loss	Third Year:	30% of crop loss
Second Year:	50% of crop loss	Fourth Year:	20% of crop loss

- ii. If no crop was planted or in cultivation prior to completion of ITC Midwest's Construction Activities for an area normally cultivated, then ITC Midwest will pay the percentages below on the actual crop ground lost to production: The schedule of actual crop ground loss percentages does not limit the ability of a landowner or tenant to submit a claim for damages in excess of the total of the percentages in the schedule. The percentages below will be paid in one lump sum following construction.

First Year:	66% of crop loss	Third Year:	30% of crop loss
Second Year:	50% of crop loss	Fourth Year:	20% of crop loss

- iii. The computation of conventional crop loss will be based on three factors:

- (1) the land area impacted (acreage),
 - (2) the crop yield (based on the County average yield for the crop), and
 - (3) the crop market value (the market value on the day the Damage Payment Acknowledgment form is executed).
- (Acreage x crop yield x crop market value)

B. Organic Crop Damages

- i. To the extent not compensated in full pursuant to Section I (A) above, if the Property is certified organic through the USDA National Organic Program ("Certification") and loses its Certification, as a direct result of the Work, for any part of the Property where crops are organically grown, then ITC Midwest will pay the following percentage for organic crops within the area impacted by the lost Certification, for four (4) years: *(continued on back page)*



FOR THE GREATER GRID

ITC MIDWEST 123 Fifth Street SE, Cedar Rapids, IA 52401
 Operating Locations: Albert Lea, Dubuque, Iowa City, Lakefield, Perry
 877.ITC.ITC9 (877.482.4829) | www.itc-holdings.com



ii. 100% of the difference between the market value of conventional crops and the market value of organic crops lost.

a. The computation of the market value of organic crops lost will be based on three factors:

- (1) the land area impacted by decertification (acreage of decertified area),
- (2) the crop yield (based on the County average yield for the organic crop or if there is no County average yield for the organic crop, then the County average yield for the same crop on a conventional basis), and
- (3) the crop market value (the market value on the day the Damage Payment Acknowledgment form is executed). The "market value" shall be determined by either (i) the existing organic crop contract of the landowner for the particular crop damage, if any such contract is then in existence, or (ii) if no such contract is in existence, then the average market price for the particular crop at issue, based upon the average market price of the as reported by the Agricultural Marketing Service – United States Department of Agriculture ("AMS - USDA") for that year.

(Acreage x crop yield x crop market value)

b. At the request of ITC Midwest, the Landowner/Tenant shall provide verification of its loss of organic Certification through the accredited certifying agent prior to any compensation for organic crop loss being paid.

II. DAMAGES DUE TO COMPACTION, RUTS, EROSION AND/OR WASHING

- A. ITC Midwest will repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by its Construction Activities. If by mutual agreement, the Landowner/Tenant repairs the damages, ITC Midwest will reimburse the Landowner/Tenant for the reasonable cost of labor and the use of equipment to repair damage incurred due to compaction, ruts, erosion, and/or washing of soil caused by its Construction Activities. Payment will be made by ITC Midwest within a reasonable period of time upon presentation of a statement.
- B. ITC Midwest will pay for the reasonable cost of repairs to the Landowner's/Tenant's equipment where in repairing compaction, ruts, erosion, and/or washing of soil, damage to equipment is caused by materials or debris left on the right of way.

III. OTHER DAMAGES

ITC Midwest will pay for all damages to pastures, timber, fences, improvements, livestock, terraces, field tiles, and equipment caused by ITC Midwest's entry, use or occupation of lands, both on and off an easement area, during its Construction Activities. If by mutual agreement, the Landowner/Tenant repairs the damages, ITC Midwest will pay the actual costs of repairs. Payment for assets replaced, as a direct result of Construction Activities, by the Landowner/Tenant will be computed based upon the replacement cost of the assets replaced.

IV. MANNER OF DAMAGE PAYMENTS

Payment of damages to the Landowner/Tenant will be made by ITC Midwest within a reasonable period of time following completion of its Construction Activities. For purposes of new electric line construction, payment will be made within a reasonable period of time following completion of the entire construction project.

Landowner reserves the right to submit additional claims for damage that were not apparent at the time of the work and which were not otherwise compensated in accordance with the foregoing statements.

V. DISPUTE RESOLUTION PROCEDURE

If, after good faith negotiation, the Landowner/Tenant and ITC Midwest cannot agree on the amount of compensation for damages incurred, Landowner/Tenant may elect to resolve the dispute through mediation. ITC Midwest agrees to pay the costs for mediation, including the costs of the mediator, to be jointly selected by Landowner/Tenant and ITC Midwest.



FOR THE GREATER GRID

RESOLUTION NO. 107 (2020/2021)

**A RESOLUTION APPROVING THE AGREEMENT FOR
CONCRETE REPAIRS AT 636 LINCOLN HIGHWAY**

WHEREAS, the City of Nevada, IA, is desirous of entering into an Agreement for Concrete Repairs for the property owner, Andrew and Jennifer Kelly, at 636 Lincoln Highway; and

WHEREAS, the parking lot of the property owner adjoins the City of Nevada's Central Business District Infrastructure Project and has seen increased traffic due to the project; and

WHEREAS, the City has agreed to replace a portion of the concrete described in the attached Agreement for Concrete Repairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Agreement for Concrete Repairs, (Exhibit A), between the City of Nevada and Andrew and Jennifer Kelly, property owners. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 10th day of May, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 107 (2020/2021) be adopted.

AYES: __
NAYS: __
ABSENT: __

The Mayor declared Resolution No. 107 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 107 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 10th day of May, 2021.

Kerin Wright, City Clerk

AGREEMENT FOR CONCRETE REPAIRS

This AGREEMENT ("Agreement") is entered into as of May __, 2021 ("Effective Date"), by and between the City of Nevada, Iowa ("City"), and Andrew Kelly ("Property Owner"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

WHEREAS, Property Owner is the owner(s) of the real property commonly known as 636 L Avenue, Nevada, Iowa 50201, legally described below; and

[insert legal] (the "Property")

WHEREAS, in February of 2020, the City contracted with Con-Struct, Inc. to have work performed to reconstruct all public infrastructure in the Central Business District, including street, alley and parking pavements; 4", 5" and 6" thick PCC sidewalks; storm water; sanitary sewer; water main; streetlights and associated work (the "Project"); and

WHEREAS, the Property Owner's parking lot adjoins the work being performed as part of this Project and has had increased traffic as a result of this Project; and

WEHREAS, the Parties have agreed that the City will replace two (2) concrete pads located in the Northwest corner of Property Owner's parking lot as part of the Project.

NOW, THERFORE, the Parties agree as follows:

1. Concrete Replacement. The City agrees to replace at its expense two (2) concrete pads, each approximately 24'x24', located on the Northwest corner of the parking lot of the Property. Such replacement shall be completed within a reasonable period of time as contractors for the Project are available. Property Owner agrees and understand that any replacement made by the City does not contain any warranties or guarantees of workmanship or quality and are being done by the City as a courtesy to the Property Owner.
2. Contractor Access. The City further agrees that it will instruct the contractors for the Project that they shall not load and/or unload any materials for the Project on the Property.
3. Easement for Access. The Property Owner hereby grants and conveys to the City a temporary construction easement (the "Easement"), under, over, along, through and in the Property. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to complete the concrete replacement set forth in this Agreement.
4. Waiver of Claims. By executing this Agreement, Property Owner agrees to forever waive any and all claims of any nature against the City of Nevada, Iowa, its officers, elected officials, employees, and/or agents or designees relating to the repair or non-repair of any Project or concrete problem on the Property that may currently exist as of the date of this Agreement.

5. Indemnification of City. The Property Owner agrees to defend, indemnify and hold harmless the City, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from any alleged defect in the design of the concrete pads as installed by the City, or arising by reason of any omission or performance under this Agreement by the City, its successors and assigns.
6. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.
7. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.
8. Governing Law, Disputes. This Agreement shall be interpreted under the laws of the State of Iowa. The prevailing party in any litigation arising out of this Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on _____, May, 2021.

PROPERTY OWNER

CITY OF NEVADA

Andrew Kelly

Brett Barker, Mayor



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, May 5th, 2021

Ref: Report for City Council Meeting for Monday, May 10th, 2021

Staffing

Kellan Sydnes started the ILEA Basic School Monday, May 3, 2021. If all goes well graduation is scheduled for August 20th, 2021. I like to attend the graduation ceremony of our officers but it's early to know what will take place.

Current hiring cycle appears to be going well. Several inquiries, submitted applications. Physical fitness testing is now scheduled for 5/8, 5/15, & newly added 5/22.

Funding

The Governor's Traffic Safety Bureau has allotted \$17,150 for federal highway safety funding effective 10/1/2021. The breakdown for this funding is in several different areas, one of which is a new Speed Trailer. The current Speed Trailer was purchased in 2007. The current unit works well & in good shape. A second unit with a message board would be beneficial for more than just monitor speeders, especially with all the activities tentatively planned months and years in the near future.

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police



Huxley Police Department

515 N. Main Avenue Huxley, Iowa 50124 Phone: 515-597-2002 Fax: 515-597-2006



May 4th, 2021

RE: RUN Country Fest & 5K

Chief Martinez,

Jeremy Meyer with the Nevada Jaycees requested if I could provide two certified Huxley Police Officers to work an off-duty detail on May 22nd, 2021 providing security at the beer garden from 430pm until the beer garden closes at approximately midnight. I agreed to allow two of my certified Police Officers; Officer Chris Greenfield 85-657 and Officer Rex Deckard 85-646 to work the detail, and I gave Meyer the Officers contact information to contact them directly for any other instruction regarding the event.

If you have any question, please feel free to contact me by phone or email.

Respectfully,

A handwritten signature in black ink, appearing to read "Gerry Stoll".

Gerry Stoll
Huxley Police Chief

Ricardo Martinez

From: Timothy McLaughlin <tmclaugh20@hotmail.com>
Sent: Wednesday, April 7, 2021 9:00 PM
To: Ricardo Martinez
Subject: Memorial Day Activities

Importance: High

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

Dear sir:

The Patriotic Council is again Planning a Memorial Procession/Parade and Cemetery Program, as we have done in the past. We will gather at the County Admin Building, raise the Flag and then process down 6th to Lincoln Way west to 1st street and south to the Cemetery. The Procession/Parade will start at 9:45 AM We would like to have a Nevada police car lead again this year. The Fire truck will be last in the parade so that they may easily respond to any fire calls. Participants will include the School Bands, Veterans Scouts. there will be about 7 to 10 vehicles in the parade as in the Past. Please let me Know If you have any concerns or Problems. I can be contacted at (515) 291-3198.

Tim McLaughlin

Patriotic Council Nevada

--

Timothy McLaughlin



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



Date: Wednesday, May 5th, 2021

Nevada Patriotic Council
William F Ball American Legion Post #48th
Timothy McLaughlin
Cell: 515-291-3198
Email: tmclaugh20@hotmail.com

RE: 2021 Memorial Day Parade

Dear Timothy,

Thank you for bringing the request for the 2021 Memorial Day Parade early. Your email dated April 7th, 2021, is appreciated.

The Memorial Day Parade you are organizing will take place on Monday, May 31st, 2021. The email reports there will be a flag raising event at the Story County Administration Building. Previously, parade assembly is in the 500 block of J Avenue. The parade is scheduled to begin at about 9:45am. You are requesting a police escort to lead the parade and a fire vehicle to trail.

The parade will start from J Ave and 6th St, head north to Lincoln Highway, then turn west. The parade will continue to 1st Street then turns south. The parade continues to the east entrance of the Nevada Memorial Cemetery. Police escort will end at this point as the parade heads west into the cemetery.

There is no charge for the police escort requested, however, if an exigent situation occurs the police escort may not arrive on time or be required to leave before the parade has concluded; this would apply to fire vehicles as well. A copy of the notice will be sent to the Director of Fire and EMS Ray Reynolds. Director Reynolds will determine which units will participate.


The request for this event is approved.

Should you require street barricades, cones, or any device in assisting you to close the roadway these arrangements will need to be made with Nevada Public Works Director Jeremy Rydl. There are rental fees and deposits associated with the use of City equipment. Mr. Rydl can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements.

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

Nevada Public Safety Department has several veterans; Officer Josie Bailey, Officer Kellan Sydnes, Director of Fire and EMS Ray Reynolds, Sgt. Chris Brandes, and me. The Memorial Day parade has a very proud tradition which your organization upholds and is very much appreciated. The parade will be a great success as always. If you need any other assistance or have questions please let me know.

Sincerely,


Ricardo Martinez II
Public Safety Director
Chief of Police

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



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: May 3, 2021
REF: Activity report for Trustees, City Council and Honorable Mayor.

Total Calls to date for 2021:	206
Fire calls for April 2021:	6
EMS calls for April 2021:	45
Good intent calls for April 2021:	6
Community Events for April 2021:	2
Narcan administered this month:	0

Fireworks grant

The department will be applying for 8 wildland fire protection suits at a cost of \$5200 under the fire protection and emergency medical services grant program. The department continues to seek no-match grants to help equip our members with safe personal protection equipment.

Homeland Security Infrastructure Grant

The department is working on completing a grant request for \$28,000 in order to install an emergency generator at the fire department. After the Derecho, several items at the fire department were rendered inoperable due to the loss of power. The inability to automatically open bay doors, charge radios and computers, as well as refill air bottles from self-contained breathing apparatus hampered our department in the days immediately following the storm. The grant is part of infrastructure improvement grants offered by the Iowa Homeland Security Department.

Hydrant painting

The fire department has started the process of painting our city's nearly 400 hydrants. This process will take most of the summer to complete. We will be working with several community groups to get the hydrants painted.



Firefighter training

In the last few months, the department has spent considerable efforts training on Rapid Intervention Team training. RIT training involves rescuing downed or trapped firefighters. On May 1, 2021, two firefighters and two homeowners were retrieving property in the basement of a house fire in Maxwell. During the overhaul process, a large piece of ceiling fell and temporarily blocked the stairwell to the basement. The firefighters in the basement declared a MAYDAY situation thinking they were trapped. The NFD firefighters reacted quickly and used newly purchased RIT packs to help assess the situation and retrieve all parties quickly. No one was injured in this situation but it did highlight the training we are conducting is valuable. Many of our firefighters attend skills training programs throughout the state in addition to the weekly training provided at NFD.



For: May 10, 2021 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Bellis, Interim Library Director

**Nevada Public Library
Council Report**

- The library has resumed regular operating hours as of May 3, 2021. Our Phase 3 safety measures are still in place, and patrons can still request curbside pickup if they do not wish to enter the building. As before, we have copying, printing, faxing, and computers available. Study rooms are also available, and we encourage patrons to make appointments for computers and study rooms to ensure availability.
- The Library Board of Trustees has interviewed five candidates for the open Library Director position, and they are in the process of scheduling second interviews with some of those candidates.
- The library's ongoing diversity discussions with local teens have been going well, and the group is in the process of finalizing the logistics for performing a diversity audit of the young adult collection this summer.
- We are in the process of planning our Summer Reading Program and summer events, including exploring options for offering outdoor, in-person programs as weather permits. We are looking forward to discovering all of the ways that Reading Colors Your World this summer!

LIBRARY BOARD OF TRUSTEES MONDAY, APRIL 19, 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, April 19, 2021 at 5:03 p.m. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

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

Others in attendance were Interim Library Director Amanda Bellis, Donna Mosinski, and Jordan Cook.

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, Riedell, Severson, Gammon, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

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

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

- (1) Approve **minutes** of the March 15, 2021 regular meeting
- (2) Approve April 2021 **claims** totaling \$10,011.53 (see attached list)
- (3) Accept and place on file the Director's **memo** dated April 16, 2021
- (4) Accept and place on file the March 2021 **financial report**

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

City Administrator Jordan Cook reviewed the wage range and evaluation changes based on the wage study. The board discussed the wage ranges of the library staff.

Motion by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to approve the proposed wage range and rate as of July 1, 2021 subject to review when the new Library Director is hired. The roll being called, the following named members voted. Ayes: McLaughlin, Korsching, Riedell, Severson, Gammon, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Peter Korsching, seconded by Board Member Elizabeth Klaes, to allow the library to close to attend quarterly City Safety training. The roll being called, the following named members voted. Ayes: Korsching, Klaes, McLaughlin, Riedell, Severson, and Gammon. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Tim McLaughlin, seconded by Board Member Priscilla Gammon, to approve the Internet Policy. The roll being called, the following named members voted. Ayes: McLaughlin, Gammon, Klaes, Korsching, Riedell, and Severson. Nays: None. Chairperson Adam Riedell declared the motion carried.

Interim Library Director Amanda Bellis reported on:

- The library has moved into Phase 3 again today. Staff will be reviewing the percentages at their meeting.
- There are outdoor programs scheduled.
- The new sign has been installed. Staff is learning how to run it.
- Elizabeth Klaes will be moving out of the area and will have to resign from the board.
- The next library meeting will be in person at the City Council Chambers on May 17th.
- The committee will be reviewing candidates for Library Director.

The next meeting will be held at 5:00 p.m. Monday, May 17, 2021.

There being no further business to come before the Board, it was moved by Board Member Elizabeth Klaes, seconded by Board Member Allison Severson, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Klaes, Severson, Gammon, Korsching, McLaughlin, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 6:03 p.m. he adjourned the meeting.

ATTEST:

Elizabeth Klaes, Secretary

Adam Riedell, Chairperson

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

May 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Banking RFPs were sent out to all local branch banking institutions. After receiving only one proposal back I did reach out to one of the branches that didn't submit a proposal to understand the details surrounding a large account such as ours and how it affects their business. After speaking with Great Western as well I am confident that the proposal from them is our best option.

On April 22nd and 23rd I attended the IMFOA Conference in Des Moines. One of the workshops was with the Iowa Public Information Board (IPIB). The legislatures are discussing putting a cap on the dollar amount city's can assess for public records requests. There was another workshop on the new W4 Federal Form. Everyone agreed when they changed the form it didn't make it easier. There was also discussion regarding the new legislation that is being proposed. The backfill phase out is still on the table.

Working on the rebate agreements and preparing the upcoming TIF Rebate Payments that are paid out June 1 of every year.
