

AGENDA REGULAR MEETING OF THE NEVADA CITY COUNCIL MONDAY, MAY 13, 2019 – 6:00 P.M. NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

- Call the Meeting to Order
- 2. Roll Call
- 3. Approval of the Agenda
- 4. PUBLIC HEARING(S)
 - A. Fiscal Year 2018/2019 Budget Amendment #2
 - Public Hearing
 - Resolution No. 048 (2018/2019): A Resolution Amending the Current City Budget, Amendment #2, for the current Fiscal Year 2018/2019.
- Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Special Meeting held on April 19, 2019
 - B. Approve Minutes of the Regular Meeting held on April 22, 2019
 - C. Approve Payment of Cash Disbursements, including Check Numbers 71278-71366 and Electronic Numbers 614-624 (Inclusive) Totaling \$422,488.06 (See attached list)
 - D. Approve Renewal of Class "C" Liquor License and Sunday Sales Permit for Keith Tillotson d/b/a/ Sports Bowl, 1229 12th Street, Effective June 3, 2019
 - E. Approve Human Service Agreements for Fiscal Year 2019/2020:
 - Assault Care Center Extending Shelter and Support \$852

- 2. Nevada Youth and Shelter Services \$4,500
- 3. Rosedale Shelter \$1,200
- 4. Community & Family Resources \$1,080
- 5. Community Resource Center \$22,048
- 6. Central Iowa RSVP \$720
- 7. Heartland Senior Services \$1,070
- 8. Mid-lowa Community Action \$1,180
- 9. Good Neighbor Emergency Assistance \$1,810
- 10. Story County Legal Aid \$2,500
- 11. Red Cross \$766
- 12. Salvation Army \$2,500
- 13. Community Band \$590
- 14. Nevada Historical Society \$1,850
- 15. Boys & Girls Club of Story County \$4,900
- 16. Raising Readers in Story County K-3 \$1,640
- 17. Volunteer Center of Story County \$686
- 18. TeamMates Mentoring Nevada \$828
- 19. Good Samaritan Fund \$2,280
- 20. Harmony Clothing Closet \$1,300
- 21. Nevada Parent Teacher Association \$700
- 6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

7. OLD BUSINESS

- A. Resolution No. 049 (2018/2019): A Resolution approving the Amended Economic Development Financial Assistance Contract with IEDA, Verbio and the City
- B. Approve Final Pay Request No. 5 for the 2017 Footing Drain Collector Line Improvements from Keller Excavating in the amount of \$2,000

8. NEW BUSINESS

- A. Resolution No. 050 (2018/2019): A Resolution Adopting the Story County Multi-Jurisdictional Local Hazard Mitigation Plan
- B. Resolution No. 051 (2018/2019): A Resolution authorizing early partial redemption of General Obligation Urban Renewal Library Improvement and Refunding Bonds, Series 2012B, additional amount
- C. Ordinance No. 1004 (2018/2019): An Ordinance Amending Chapter 63.04, Special Speed Zones and Chapter 65.01, Stops Required

- D. Resolution No. 052 (2018/2019): A Resolution approving the Economic Development Financial Assistance Contract with IEDA, Burke and the City
- Discussion and appropriate follow up on the request from Burke for a temporary gravel parking lot
- F. Approve Neighborhood Improvement Program, demolition of two houses, 1424 4th Street and 1426 4th Street in the amount of \$8,650.00
- G. Resolution No. 053 (2018/2019): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the South D Avenue Paving Project, and the taking of bids therefor
- H. Resolution No. 054 (2018/2019): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the W Avenue Paving Project, and the taking of bids therefor
- I. Resolution No. 055 (2018/2019): A Resolution Authorizing the Removal of Two Street Lights at 10th Street and 10th Street Place for the W Avenue Project
- 9. REPORTS City Administrator/Mayor/Council/Staff

10. ADJOURN

The agenda was posted on the official	bulletin boar	d on May 9	. 2019. in	compliance	with the
requirements of the open meetings law.		.			
Posted					
E-Mailed					

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2018-2019\2019-05-13.DOC

Council Packet Memo May 13, 2019

4. PUBLIC HEARING

- A. Fiscal Year 2018/2019 Budget Amendment #2
 - 1. Public Hearing
 - 2. Resolution No. 048 (2018/2019): A Resolution Amending the Current City Budget, Amendment #2, for the current Fiscal Year 2018/2019.

Enclosed you shall find Resolution No. 048 (2018/2019): amending the Current City Budget, Amendment #2, for the current Fiscal Year 2018/2019. City Clerk Kerin Wright has completed a spread sheet outlining all of the changes to the FY 18/19 Budget. In order to be compliant in our budget process, it is the recommendation of City Administrator Mardesen to approve Resolution No. 048 (2018/2019); amending the Current City Budget, Amendment #2, for the current Fiscal Year 2018/2019.

7. OLD BUSINESS

A. Resolution No. 049 (2018/2019): A Resolution approving the Amended Economic Development Financial Assistance Contract with IEDA, Verbio and the City

Enclosed you shall find Resolution No. 049 (2018/2019): approving the Amended Economic Development Financial Assistance Contract with IEDA, Verbio and the City. There was an error discovered on the original contract pertaining to the Laborshed Wage for the base employment rate. The original contract showed \$34.95, when it should have been \$24.95. I don't believe the error to be intentional or really affect our commitment to the project. Therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 049 (2018/2019); approving the Amended Economic Development Financial Assistance Contract with IEDA, Verbio and the City.

B. Approve Final Pay Request No. 5 for the 2017 Footing Drain Collector Line Improvements from Keller Excavating in the amount of \$2,000

Enclosed you shall find the Final Pay Request for the 2017 Footing Drain Collector Line Improvements from Keller Excavating in the amount of \$2,000. The City of Nevada withheld \$2,000 until the final punch list was complete. Shawn Cole has verified that the landscape work and seeding is completed. Therefore, it is the recommendation of City Administrator Mardesen to approve the Final Pay Request No. 5 for the 2017 Footing Drain Collector Line Improvements from Keller Excavating in the amount of \$2,000.

8. NEW BUSINESS

A. Resolution No. 050 (2018/2019): A Resolution Adopting the Story County Multi-Jurisdictional Local Hazard Mitigation Plan

Enclosed you shall find Resolution No. 050 (2018/2019): Adopting the Story County Multi-Jurisdictional Local Hazard Mitigation Plan. The final plan was sent to the council via email due to the number of pages for the entire plan for all of Story County. Story County Emergency Management along with representatives from all communities in Story County have been working on this plan over the last year with a consultant who lead the process. Due to the federal requirement to establish a Disaster Mitigation Plan to be eligible for emergency funding, it is the recommendation of City Administrator Mardesen to approve Resolution No. 050 (2018/2019); Adopting the Story County Multi-Jurisdictional Local Hazard Mitigation Plan.

B. Resolution No. 051 (2018/2019): A Resolution authorizing early partial redemption of General Obligation Urban Renewal Library Improvement and Refunding Bonds, Series 2012B, additional amount

We have encountered a delay in receiving the documentation on the revised resolution, but expect that John Danos will have the documentation to us on Friday. Staff will send the documentation out to the council electronically.

C. Ordinance No. 1004 (2018/2019): An Ordinance Amending Chapter 63.04, Special Speed Zones and Chapter 65.01, Stops Required

Enclosed you shall find Ordinance No. 1004 (2018/2019): amending Chapter 63.04, Special Speed Zones and Chapter 65.01, Stops Required. Also enclosed is a copy of the original Ordinance with the stop sign and speed locations for this area; an email from Larry Stevens, and a plan showing the traffic signage. City representatives have been in communications with Story County Engineer Darren Moon to coordinate the speed limit on 19th Street as we share the roadway. These components are part of the Burke Expansion plan for traffic control; therefore, it is the recommendation of City Administrator Mardesen to approve Ordinance No. 1004 (2018/2019): amending Chapter 63.04, Special Speed Zones and Chapter 65.01, Stops Required.

D. Resolution No. 052 (2018/2019): A Resolution approving the Economic Development Financial Assistance Contract with IEDA, Burke and the City

Enclosed you shall find Resolution No. 052 (2018/2019): approving the Economic Development Financial Assistance Contract with IEDA, Burke and the City. Enclosed you shall find a signed contract by Chad Randick and Gary Jamison with Burke and Hormel. This contract outlines the tax incentives and high-quality job requirements with the State of Iowa. This contract does not discuss the wastewater treatment agreement that Burke and the City of Nevada will continue to work on once the new facility cost are known. The City of Nevada has already approved a Resolution of Intent to support the Burke expansion, therefore it is the recommendation of City Administrator Mardesen to approve Resolution No. 052 (2018/2019); approving the Economic Development Financial Assistance Contract with IEDA, Burke and the City.

E. Discussion and appropriate follow up on the request from Burke for a temporary gravel parking lot

Enclosed you will find a Request from Chad Randick with Burke Corporation for a temporary parking area; an outline and a diagram of a proposed temporary parking plan for Burke staff during the construction of the new facility. Chad Randick will be in attendance to outline the agreement between Burke and Randy and Tom Hertz to use the adjacent Hertz property for temporary parking during the construction period. Burke and Hertz have reached an agreement and seek approval from the City of Nevada to use the property for this purpose. In discussions with Larry Stevens and Shawn Cole, the request was not presented to the Planning and Zoning Board because this is only a temporary construction use request, therefore it was decided to present the plan to the council for consideration. After review of the timeline from Burke and knowing that the property will be returned to its original condition around June of 2020. It is the recommendation of City Administrator Mardesen to approve the temporary parking lot for the Burke expansion project.

F. Approve Neighborhood Improvement Program, demolition of two houses, 1424 4th Street and 1426 4th Street in the amount of \$8,650.00

The City of Nevada has received an application for the Neighborhood Improvement Program from Virginia Johnson for the demolition of two houses located at 1424 and 1426 4th Street. Enclosed

is an invoice from Pebbles Enterprise LLC showing the demo for the two properties. Enclosed is a property description from the Beacon website showing Virginia Johnson the owner of both properties as well as a picture of the completed demo. Annually we budget approximately \$10,000 toward this program, therefore, it is the recommendation of City Administrator Mardesen to approve payment of 50% of the demo bill for a total of \$8,650.

G. Resolution No. 053 (2018/2019): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the South D Avenue Paving Project, and the taking of bids therefor

Enclosed you shall find Resolution No. 053 (2018/2019): to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the South D Avenue Paving Project, and the taking of bids. Within the resolution, the Public Hearing is set for June 10, 2019 at 6:00 pm. Enclosed you shall find the required documents to set a public hearing and letting the project out for bids. Also enclosed is a set of plans for the project as designed by HR Green. This project was awarded a RISE Grant from the Iowa DOT; therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 053 (2018/2019); to provide notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the South D Avenue Paving Project, and the taking of bids.

H. Resolution No. 054 (2018/2019): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the W Avenue Paving Project, and the taking of bids therefor

Enclosed you shall find Resolution No. 054 (2018/2019): to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the W Avenue Paving Project, and the taking of bids. Within the resolution, the Public Hearing is set for June 10, 2019 at 6:00 pm. Enclosed you shall find the required documents to set a public hearing and letting the project out for bids. Also enclosed is a set of plans for the project as designed by HR Green. Therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 054 (2018/2019); to provide notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the South D Avenue Paving Project, and the taking of bids.

I. Resolution No. 055 (2018/2019): A Resolution Authorizing the Removal of Two Street Lights at 10th Street and 10th Street Place for the W Avenue Project

Enclosed you shall find Resolution No. 055 (2018/2019): authorizing the removal of two street lights at 10th Street and 10th Street Place for the W Avenue Project. Due to the location of the current street light poles, the construction of the roadway will be impacted. Alliant has agreed to remove the lights for the construction project and then replace them after the construction project is complete at no cost. It is the recommendation of City Administrator Mardesen to approve Resolution No. 055 (2018/2019): authorizing the removal of two street lights at 10th Street and 10th Street Place for the W Avenue Project.

NOTICE OF PUBLIC HEARING AMENDMENT OF FY2018-2019 CITY BUDGET

#1

(year)

Item # 4A Date: 51319

Form 653.C1

The City Coun-	cil of	Nevada	in s	STORY	County, Iowa
will mee	et at 🗀	Neva	da City	Hall Council Chambers	OD OUT OF THE PARTY OF THE PART
	at	6:00 p.m.	on	5/13/2019	
		(hour)		(Date)	
for the purpose of amending the cu	irrent b	udget of the ci	y for the		0, 2019

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	12	Total Budget		Total Budget
		as certified or last amended	Current Amendment	after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,054,505	0	3,054,505
Less: Uncollected Property Taxes-Levy Year	2	0	0	
Net Current Property Taxes	3	3,054,505	0	3,054,505
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	3,210,316	0	3,210,316
Other City Taxes	6	985,021	0	985,021
Licenses & Permits	7	89,300	0	89,300
Use of Money and Property	8	123,255	0	123,255
Intergovernmental	9	2,480,089	0	2,480,089
Charges for Services	10	3,896,365	0	3,896,365
Special Assessments	11	1,000	0	1,000
Miscellaneous	12	291,950	34,396	326,346
Other Financing Sources	13	4,500,500	0	4,500,500
Tranfers In	14	6,343,549	0	6,343,549
Total Revenues and Other Sources	15	24,975,850	34,396	25,010,246
Expenditures & Other Financing Uses				
Public Safety	16	1,760,301	0	1,760,301
Public Works	17	832,722	0	832,722
Health and Social Services	18	80,155	0	80,155
Culture and Recreation	19	2,385,523	80,700	2,466,223
Community and Economic Development	20	992,518	10,000	1,002,518
General Government	21	581,104	0,000	581,104
Debt Service	22	3,721,713	2,275,300	5,997,013
Capital Projects	23	3,331,000	115,000	3,446,000
Total Government Activities Expenditures	24	13,685,036	2,481,000	16,166,036
Business Type / Enterprises	25	2,793,151	80,000	2,873,151
otal Gov Activities & Business Expenditures	26	16,478,187	2,561,000	19,039,187
Transfers Out	27	6,343,549	2,200,000	8,543,549
otal Expenditures/Transfers Out	28	22,821,736	4,761,000	27,582,736
xcess Revenues & Other Sources Over			1,1 5 1,000	27,002,700
Under) Expenditures/Transfers Out for Fiscal Year	29	2,154,114	-4,726,604	-2,572,490
eginning Fund Balance July 1	30	13,044,302	0	13,044,302
nding Fund Balance June 30	31	15,198,416	-4,726,604	10,471,812

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Payoff CH Debt (portion of 2012B Bond), Increase for additional projects, nuisance abatement, hall damage and unexpected repairs.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Kerin Wright

Proof Of Publication In NEVADA JOURNAL

STATE OF IOWA, STORY COUNTY, ss.

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

CITY OF NEVADA

Form 653.C1

was published in said newspaper 1 time(s) on April 25, 2019 with the last of said publication on the 25th day of April, 2018

Marlys Barker

4

KIMBERLY NELSEN

Commission Number 790054 My Commission Expires May 19, 2021

Notary Public Sworn to before me and subscribed in my presence by Marlys Barker this the 25th day of April, 2019

AD NO: 1227412 FEE: \$122.52 ACCT NO: 37490



	To the Auditor of	STORY		County, Iowa:
The City Council of	Nevada	in said County/Co	ounties met on	5/13/2019
at the place and hour publication. Upon taking the amendment.	set in the notice, a copy of whi ng up the proposed amendmen	ch accompanies this ce t, it was considered and	rtificate and is certific taxpayers were hea	ed as to rd for and against
final consideration to the	ring all taxpayers wishing to be the proposed amendment(s) to the resolution was introduced.	heard and considering the budget and modifica	the statements made ations proposed at the	e by them, gave e hearing, if any.
37 (a) 45 (5 440) (a) (a) 57 1 (4 40) (a) 57 (b) 4 (b) 50 (b) 50 (c) 64 (c) 6	and the versus transaction of the versus of	RESOLUTION No	048 (2018/2019)	
14 14 14 14 14 14 14 14 14 14 14 14 14 1	MENDING THE CURRENT BUDG	GET FOR THE FISCAL Y	EAR ENDING JUNE 3	2019
A RESOLUTION A				
	(AS AMENDED LAST ON	10/22/2018 .)		
Be it Resolved by the	Council of the City of	10/22/2018 .) Nevada		
Be it Resolved by the Section 1. Foll	Council of the City of lowing notice published			
Be it Resolved by the Section 1. Foll nd the public hearing held	Council of the City of lowing notice published	Nevada 4/25/2019 rrent budget (as previo	usly amended) is am	ended as set out

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,054,505	(3,054,505
Less: Uncollected Property Taxes-Levy Year	2	0		0
Net Current Property Taxes	3	3,054,505		3,054,505
Delinquent Property Taxes	4	0		
TIF Revenues	5	3,210,316		
Other City Taxes	6	985,021		
Licenses & Permits	7	89,300		
Use of Money and Property	8	123,255		
Intergovernmental	9	2,480,089		
Charges for Services	10	3,896,365	0	
Special Assessments	11	1,000	Ö	
Miscellaneous	12	291,950	34,396	
Other Financing Sources	13	4,500,500	0	
Transfers In	14	6,343,549	0	6,343,549
Total Revenues and Other Sources	15	24,975,850	34,396	25,010,246
Expenditures & Other Financing Uses				
Public Safety	16	1,760,301	0	1,760,301
Public Works	17	832,722	0	832,722
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Culture and Recreation	19	2,385,523	80,700	2,466,223
Community and Economic Development	20	992,518	10,000	1,002,518
General Government	21	581,104	0	581,104
Debt Service	22	3,721,713	2,275,300	5,997,013
Capital Projects	23	3,331,000	115,000	3,446,000
Total Government Activities Expenditures	24	13,685,036	2,481,000	16,166,036
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Inder) Expenditures/Transfers Out Fiscal Year	29	2,154,114	-4,726,604	-2,572,490
ginning Fund Balance July 1	30	13,044,302	0	13,044,302
nding Fund Balance June 30	31	15,198,416	-4,726,604	10,471,812

Signature

City Clerk/Finance Officer

Passed this	13	day of	May/2019	
	(Day)		(Month/Year)	
			Signature	

Mayor

						2000	1000				
						34,396,00					
4,500,000.00										4720 PKM, Hail Damage insurance Settlement	810-431-4720
+	00									Co., I drister in from TIF for Early Redemption of CH Debt	100t-010-003
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4,761,000.00											
2,200,000.00	80,000.00	115,000.00	2,275,300.00		10,000.00	80,700.00	,				
						6,000.00					
		35.000.00								CEM Electrical issues repaired (VY Avenue connecting 10th St-11 St)	001-450-6310
						30,000.00					311-210-6407
						10.700.00			10		181-433-6500
						22 500 00					810 431-0310
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			500.00								200-713-6899
			73,800.00								200-728-6899
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					c	15,000.00				- Oct. Pipes as als post mode needed replaced	
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910,000.00										L	129-910-6911
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95 Trans	SO Prop	OU CAD PIO	1000	A Cottle Card	12 County of Collimer Inc. Call CAR	to continue				EXPENSES	CAPENDED

NEVADA SPECIAL CITY COUNCIL - FRIDAY, APRIL 19, 2019 7:45 A.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a special meeting in the Council Chambers located at City Hall, 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 8:15 a.m. on Friday, April 19, 2019, 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, Barb Mittman, Dane Nealson, Luke Spence. Absent: Jim Walker, Jason Sampson.

Staff Present: Kerin Wright and Ric Martinez.

Also in attendance were:, Shane Heintz and Wes Hubbard.

3. APPROVAL OF AGENDA

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

4. NEW BUSINESS

A. Resolution No. 046 (2018/2019): A Resolution Opposing Proposed Legislative Changes in City Finance

Motion by Dane Nealson, seconded by Brian Hanson, to <u>Adopt Resolution No. 046</u> (2018/2019). After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Spence. Nay: None. The Mayor declared the motion carried.

ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Barb Mittman, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 7:15 a.m. the meeting adjourned.

ATTEST:	Brett Barker, Mayor	
Kerin Wright, City Clerk		
Published:		

Ap... _ . Book 49 Page 126 (2018/2019)

NEVADA CITY COUNCIL - MONDAY, APRIL 22, 2019 6:00 P.M.

CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers located at City Hall, 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, April 22, 2019, 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, Jason Sampson, Luke Spence, Jim Walker. Absent: Barb Mittman.

Staff Present: Matt Mardesen, Erin Clanton, Brandon Mickelson, Kerin Wright, Ray Reynolds, Tim Hansen, Shawn Cole and Trey Rouse.

Also in attendance were: Marlys Barker, Rob Sand, Ernie Ruben, Jenny Wall, Karen Selby, Jim Sallee, John Hall and Marty Chitty.

APPROVAL OF AGENDA

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

- 4. State Auditor Rob Sand and Jenny Wall, Audit Manager, presented Council a review of the FY17/18 Audit.
- 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 <u>approve the following consent</u> <u>agenda items:</u>

- A. Approve Minutes of the Regular Meeting held on April 8, 2019
- B. Approve Payment of Cash Disbursements, including Check Numbers 71180-71271 and Electronic Numbers 609-613 (Inclusive) Totaling \$185,418.60 (See attached list)
- C. Approve Financial Reports for Month of March, 2019

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

PUBLIC FORUM

Mayor Barker proclaimed May 6-11, 2019 as Economic Development Week.

7. OLD BUSINESS

A. Approve Change Order No. 1 for the Well #6 Rehab for the Water Department in the amount of \$35,354.00 Motion by Jim Walker, seconded by Luke Spence, to approve Change Order No. 1 for the Well #6 Rehab for the Water Department in the amount of \$35,354.00. After due consideration and discussion the roll was called. Aye: Walker, Spence, Hanson, Sampson, Nealson. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

 A. Resolution No. 047 (2018/2019): A Resolution amending and approving the Fee Appendix to the City Code

Motion by Luke Spence, seconded by Jim Walker, to <u>adopt Resolution No. 047 (2018/2019)</u>. After due consideration and discussion the roll was called. Aye: Spence, Walker, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

B. Approve Utility Vehicle, Zero Turn Mower, Field Groomer, Contour Mower and ¾ Ton Truck for the Park and Rec and Cemetery Departments

Motion by Brian Hanson, seconded by Dane Nealson, to approve Option #1, omitting Item E (F250 ¾ Ton Truck) on the Action Form and authorizing the purchase of a Utility Vehicle, Zero Turn Mower, Field Groomer and Contour Mower for Park and Rec and Cemetery Departments. After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Walker. Nay: None. The Mayor declared the motion carried.

REPORTS:

City Administrator Mardesen reported:

- Main Street lowa Steering committee is meeting every week to prepare for the upcoming application deadline.
- Attended the Community Leadership Meeting and gave an update on projects and happenings in the city. There was also a discussion on housing.
- April 18th met with Dean Schade, IMWCA, who presented an overview of the city's past history and relayed the city will receive an \$8,600 deduction in our premium cost for next year. Thanks go to the Safety Committee and the work of the employees for keeping claims down.

Mayor Barker attended the Community Branding and Capstone Meetings and also the lowa Rural Development Summit. Council Member Mittman attended the Story County Emergency Management meeting in his place. He has also been attending the Board and Committee meetings thanking those members for their work. Mayor Barker relayed information regarding the property tax reform bill going through the legislature and how it might affect the city and county. He also spoke with Representative Deyoe and the subcommittee regarding the City impact.

Council Member Walker noted Story County Board of Supervisors was also passing a resolution in opposition of the bill the legislature is considering. Council Member Nealson advised the next Community Coffee is scheduled for Saturday, May 11th at Farmgrounds with Barb Mittman and Dane Nealson present. Council Member Hanson advised there were no residents at the coffee in April.

Park and Rec Director Hansen relayed the posts are being installed at the cemetery.

Director of Fire and EMS Reynolds reported there were several grass fires last week. They have been using the Ultra High-Pressure unit with success. The washing machine install is almost complete and under budget.

City Engineer Brandon Mickelson reported plans for the Sidewalk project are almost complete. They are also finishing the W Avenue plans and preparing them for bid. A Central Business District steering committee and public meeting is being planned. Lincoln Highway will be closed next week sometime at Airport Road/W. 18th Street intersection to finish the project. The contractor will be placing signs up in the next day or so letting everyone know in advance. There is a deadline with the IDOT for completion.

10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to <u>adjourn the meeting</u>. Following voice vote, the Mayor declared the motion carried at 6:48 p.m. the meeting adjourned.

ATTEST:	Brett Barker, Mayor
Kerin Wright, City Clerk	_
Published:	

Item# 5C Date: 5(13/19

CITY OF NEVADA CLAIMS REPORT FOR MAY 13, 2019 METTING 4/23/19 THRU 5/13/19

	4/23/19 THRU 5/13/19		
VENDOR	REFERENCE	AMOUNT	CHECK #
IA INS DIV	CEM-2018 ANNUAL RPT	76.00	619
IPERS	IPERS	30,808.95	614
TREASURER STATE OF IA	STATE TAXES	7,780.00	615
EFTPS	FED/FICA TAX	22,133.72	616
TASC	DEPENDENT CARE	1,605.03	617
AMER'N FAMILY	AFLAC	4,339.92	71277
ICMA	DEFERRED COMP	1,015.00	71278
UNITED WAY	UNITED WAY	90.00	71279
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	71280
GREAT WESTERN	HSA	347.50	71281
WELLMARK	HEALTH 5/2019	25,530.83	71282
DELTA DENTAL	DENTAL 5/2019	1,186.26	71283
ALLIANT	ALL-UTILITIES	7,640.21	71284
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	874.85	71285
LOWE'S	STS-HOSE	35.14	71286
WINDSTREAM	ALL-PHONES	1,951.22	71287
ELECTRICAL ENGINEERING	GH-GENERATOR SVC	2,898.33	71288
MEDIACOM	ALL-INTERNET SVC	316.90	71289
CUSIP GLOBAL SERVICES	2012B CH REFUND FEE	350.00	71290
TREASURER STATE OF IA	SALES TAX 4/16-30/2019	714.84	621
EFTPS	FED/FICA TAX	25,059.53	622
TASC	MEDICAL REIMBUR	1,605.03	623
ICMA	DEFERRED COMP	1,015.00	71297
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	71298
GREAT WESTERN	HSA	347.50	71299
GREAT WESTERN	ALL,TRNG,SPPLS	8,769.77	624
BROWN SUPPLY	WTR-CONNECTORS	476.67	71300
FAREWAY	4PLX/WWT-SUPPLIES	86.87	71301
HAWKINS	WTR-AZONE 15	1,671.30	71302
ALLIANT	ALL-UTILITIES	20,012.55	71303
MARTIN MARIETTA	CEM-GRAVEL	381.66	71304
NEVADA LUMBER CO	CEM/PKM-REROD/FIBERBAR/LUMBER	360.72	71305
VAN WALL EQUIP	STS/PKM/CEM-MOWER BLADE/JD1565/TRIN	2,848.17	71306
SCHENDEL PEST CONTROL	GH/CEM/PKM-PEST CONTROL	225.00	71307
FELD EQUIPMENT CO	FD-#310 FLYWHEEL	157.00	71308
CAPITAL SANITARY SUPPLY	GH/PKM-SUPPLIES	380.79	71309
ARNOLD MOTOR SUPPLY	FD/PKM/STS/WWT-SUPPLIES	468.03	71310
IA STATE READY MIX	PKM/STS-TRAIL 8TH ST/CONCRETE	1,390.00	71311
RON WILLEY FORD	4PLX-SUPPLIES	186.78	71312
DOOR & FENCE STORE	WTR-GATE RPR	1,042.00	71313
NORTHLAND PRODUCTS	STS-SUPPLIES	98.80	71314
NEVADA MONUMENT CO	CEM-BLOCK POST ENGRAVED/INSTL	12,450.00	71315
MECHANICAL COMFORT	WTR-REFRIGERANT	182.26	71316

GOOD AND QUICK	FD/PD-#10/#33-OIL CHANGE/TIRE RPR	58.85	71317
DIAMOND VOGEL	PKM/POOL-PAINT	507.36	71317
AUDITOR OF STATE	ADM-17/18 AUDIT	20,801.27	71318
INTL CITY/CO MGT ASSOCI	CA-MEMBERSHIP FY20	808.00	71319
IA POLICE CHIEFS ASSOC	PD-JAGER/PRITCHARD CONF	100.00	71321
JOHNSON CONTROLS	CH-PANEL DOWN	561.00	71321
STOREY KENWORTHY	WTR/WWT-SUPPLIES	427.00	71323
CUMMINS CENTRAL POWER	WTR/CH-PLANT#1/GENERATOR/WELLS #1/#	4,774.36	71324
ACCO	POOL-SURGE TANK RPR/TILE/OXALIC ACID	16,312.37	71325
BSN/PASSONS/GSC SPORTS	REC-BB SHIRTS/CAPS	3,501.55	71326
CENTRAL IA REG TRANS PL	STS-FY2020 ASSESSMENT	884.00	71327
VESSCO INC	WTR-PRESSURE SENSOR	1,286.95	71328
MIDIOWA NET	PKA/PKM/WWT-INTERNET	120.00	71328
STATE BANK	LIB-PETTY CASH	67.99	71330
CITY OF ANKENY	LIB-LOST BOOK	17.00	71331
WINDSTREAM	SC-PHONES	56.09	71332
WENDLING QUARRIES INC	PKM-LIME	149.38	71332
CONTINENTAL RESEARCH CO	GH-SUPPLIES	1,371.27	71334
VANSICKEL PLUMBING	POOL/PKM/4PLX/CH-REPAIRS	3,262.01	71335
IA STATE TRUCKING	CEM-HAULING	202.92	71336
ZIMCO	PKM-MARKING CHALK /FERT-HERBICIDE	1,868.00	71337
JETCO	WTR-WELL 7 RPR	2,826.20	71338
MISSISSIPPI LIME	WTR-QUICKLIME	6,334.59	71339
PORTABLE PRO	PKM-PORTABLE TOILET	75.00	71340
WILLIAMSON ELECTRIC	PKM/CH/GH-REPAIRS	739.57	71341
ALPHA COPIES	ADM-NEWSLETTERS/#623 CARDS	503.28	71342
ELECTRICAL ENGINEERING	GH-GENERATOR SVC	269.60	71343
G & L CLOTHING	STS-CLOTHING TENDALL/ACKERMAN	122.76	71344
ROTARY CLUB OF NEVADA	CA/FD/PD-MARDESEN/REYNOLDS/MARTINE	471.00	71345
NEVADA SENIORS	WTR/WWT-MAY BILLS	225.00	71346
PEPSI	4PLX-CONCESSIONS	389.65	71347
NEOPOST	ALL-POSTAGE	1,000.00	71348
CIZMADIA, JOSH	PD-MEAL REIMB	51.27	71349
BEATY, RAY	EMS-BLS/CPR TRNG	110.00	71350
WEX BANK	ALL-GAS CARDS	5,840.59	71351
BRANDES, CHRISTOPHER	PD-REIMB	117.86	71352
CENTRAL IA TOWING & RECOVERY	PD-TOW	161.20	71353
CENTRAL IA TELEVISING	CBD-TELEVISING	3,900.00	71354
FARMHOUSE CATERING	PD-BAGELS/MUFFINS	210.00	71355
IOWA INTERACTIVE	WTR-PP RETURNS FEES	10.00	71356
MNG, INCORPORATED	REC/POOL-BB NUMBERS/STAFF SHIRTS/SB S	1,835.50	71357
BOBCAT OF AMES	CEM-PWR TRWL/CONRETE BUGGY RNT	165.00	71358
CUSTOM CREDENTIALS	PD-PRITCHARD ID CARD	6.75	71359
MARTIN BROS	4PLX-CONCESSIONS	1,949.32	71360
BOUND TREE MEDICAL	EMS-MEDICAL SUPPLIES	158.65	71361
HENDERSON, ANDREW	PD-REIMB	70.22	71362
ALLIED SYSTEMS, INC	WWT-PUMP FOR RPR	7,588.07	71363

SNYDER & ASSOC	REC-BB FIELD	450.00	71364
EXECUTIVE TECHNOLOGIES	ALL-COPIER LEASE	799.00	71365
SEYMOUR, SEAN	PD-MEAL REIMB	24.91	71366
	TOTAL ACCOUNTS PAYABLE	283,063.91	
	PAYROLL CHECKS	139,363.62	
	DEPOSIT REFUNDS ON 5/09/2019	60.53	
	**** PAID TOTAL ****	422,488.06	
			*
	GENERAL	230,362.90	
	ROAD USE TAX	38,823.54	
	LOCAL OPTION SALES TAX	5,926.36	
	NORTH STORY BASEBALL	3,681.55	
	PARK OPEN SPACE	16.50	
	TRAIL MAINTENANCE	945.00	
	DEBT SERVICE	350.00	
	CBD DOWNTOWN IMPROV	3,900.00	
	WATER	57,621.24	
	WATER DEPOSITS	60.53	
	SEWER	46,193.06	
	REVOLVING FUND	34 607 38	

**** PAID TOTAL *****

422,488.06

GREAT WESTERN PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 5/13/2019 W/CLAIMS

The second secon	4/21/2019 Harbor House San Diego CA	4/21/2019 Honest Cab San Diego CA	4/16/2019 ISU CPM	4/4/2019 Hilton Hotels Omaha NE	4/4/2019 Fairfield Inn Louisville KV	4/2/2019 Indeed	4/2/2019 to Sole Mio Rictorante Omaha NE	3/31/2010 Courtward Louisville by	3/25/2019 Rest Riny	A/17/2019 Farmarounds	1/15/2010 Earmonds	4/1/2019 Generality	A/1/2010 Post P	3/26/2019 Amorsing With 1975	4/3/2019 St Andrews Grill & Bar	4/2/2019 Ct 1-1 C C C	4/2/2019 Allielicali Allines	1/2/2019 American Airlines	1/2/2019 American Alertan	3/26/2019 Internation	3/23/2019 Graduate laws City	3/22/2019 Vino Tarrott & Fator	3/26/2010 Environmental Personne	3/30/2019 Enic Sports	4/15/2019 Amazon	4/13/2019 Allidzon	4/13/2019 Amazon	4/3/2019 Amazon	4/4/2019 Amazon	4/2/2019 Amazon	4/2/2019 Amazon	4/1/2019 DPH Regulatory Programs	4/1/2019 Amazon	3/30/2019 SXM-Sirius	3/29/2019 Amazon	3/29/2019 Amazon	3/29/2019 Amazon	3/29/2019 Amazon	Tran Date Merchant Name
. C, Lila violette Agaillst Wollien Conference CA	PD End Violence Against Women Conference CA	PD End Violence Against Warning Conference	PD IA GOVERNOUS Traffic Safety Conference, NE	PD Sport Conference, KY	PD, Recruitment	PD, Speaking of Children Conference, NE	PD, Lifesavers Conference, KY *\$170.63 credited	PD, Projector and screen	AUM, Volunteer recognition	ADM, Volunteer recognition	ADM, Website hosting	WTR, Memory Chip	WTR, AWWA Short Course Conference	CA, Iowa Rural Development Summit	CA, Main Street IA Workshop	MYR, DC CIRWA	MYR, DC CIRWA	CA, DC CIRWA	CA, Credentialing Program	CA, IMMI training	CA, IMMI training	WWT, pH Study	Order Cancelled \$1,802.10 credited previously	REC, BB/SB, Catchers Kit	REC, BB/SB, Umpire shirts	REC, BB/SB, Umpire shirts	4PLEX, Display units	POOL, Tub/Shower Cartridge, 2nd order (1st rtrnd)	PKM, Water Heater	4PLEX, Water Heater	POOL, Tub/Shower Cartridge	POOL, Certification	REC, BB/SB, Cathers Kit	POOL, Service	REC, BB/SB, Catchers Set	REC, BB/SB, Fastpitch Softballs	REC, BB/SB, Catchers Kit	REC, BB/SB, Softballs	Description
52.05	16.50	100.00	335.36	831.09	39.92	98.97		877.37	28.00	28.00	13.12	39.99	190.00	10.26	15.51	336.30	374.30	748.59	50.00	215.84	34.28	131.81		406.58	52.10	96.82	76.97	350.86	372.14	181.72	350.86	140.00	402.22	5.73	1,138.40	71.63	470.70	85.78	Amount
40093	21399	137846	3526748138	86926	21669125	5405	Credited	8120600088	20190417	2019415	1470389070	1358063	324	AABUSHLUAEA8	8ZXFG65EFQT4QA	2365	4534	4518	275773	108695011	3-30016	1-6Y8V6B	3977426	112-7901308	112-3317323	112-5006056	112-2161944	112-9521905	112-0699256	112-6995558	112-0878195	IOWDPH006952386	113-0020289	X6-1068254736	113-1327822	113-6443591	113-7514553	113-1781808	invoice #
001-110-6240	001-110-6240	001-110-6240	001-110-6240	001-110-6240	001-110-6491	001-110-6240	001-110-6240	001-110-6504	001-613-6491	001-613-6491	121-613-6431	600-811-6599	600-811-6240	001-613-6240	001-613-6240	610-818-6230	610-818-6230	600-814-6240	001-613-6240	610-818-6230	600-814-6240	610-816-6480	001-470-6599	001-470-6599	001-470-6599	001-470-6599	001-434-6599	001-435-6310	001-431-6310	001-434-6310	001-435-6310	001-435-6474	001-470-6599	001-435-6413	001-470-6599	001-470-6599	001-470-6599	001_470_6500	ACCOUNT

POSTING & PAYMENT DATE: Ma

May 19, 2019

8,769.77

P.18

Applicant

License Application (LC0024431

)

Name of Applicant:

Tillotson, Keith

Name of Business (DBA): Sports Bowl

Address of Premises: 1229 12th Street

City Nevada

County: Story

Zip: 5020100

Business

(515) 382-2500

Mailing

1035 Lincoln Hwy

City Nevada

State IA

Zip: 502010000

Contact Person

Name Keith Tillotson

Phone: (515) 382-5164

Email

tillotson@midiowa.net

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 06/03/2019

Expiration Date: 06/02/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:

Sole Proprietorship

Corporate ID Number:

XXXXXXXXX

Federal Employer ID XXXXXXXXX

Ownership

Keith Tillotson

First Name:

Keith

Last Name:

Tillotson

City:

Nevada

State:

lowa

Zip: 50201

Position:

Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Mindy Tillotson

First Name:

Mindy

Last Name:

State:

Tillotson

Zip: 50201

Position:

City:

Nevada

% of Ownership: 0.00%

Iowa

Spouse

Illinois Convolty Co

U.S. Citizen: Yes

Insurance Company Information

P. 19

Insurance Company: Illinois Casualty Co

Policy Effective Date: 06/03/2019 Policy Expiration 06/02/2020

Bond Effective Dram Cancel Date:

Outdoor Service Effective Outdoor Service Expiration

Temp Transfer Effective Temp Transfer Expiration Date:

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the	= 17/ay 13, 2	Ouncil	Agenda ·
Business	~ '	Phone	
Name Sports	Bowl	Number	
X			
	12 Annual Control of the Control of		
Manager's Name		Phone Number	
Address		1	
į Š			
Owners Name		Phone Number	N B
1.775			
he Fire Department recomme	ends <u></u> approva	denial of a beer or l	iquor license to this busin
5-3-19		TAR	
Date	ğ.		OR BUILDING INSPECT
OMMENTS/OR REASONS IF	DENIED: (Write o	FIRE INSPECTOR AND	OU DOLEDING MADE FOL
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Item# 5E Date: 5|3|9

AGREEMENT

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of		, 2019 by
and between the City of Nevada, Iowa, hereafte	r referred to as	"City" and	Assault Care
Center Extending Shelter and Support, hereafter n	eferred to as "A	gency,"	

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$852, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

 Operational expenses related to providing crisis counseling and advocacy services to Nevada residents

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable

documentation that substantiates the amount of the payment, the date paid, the payee and the purpose of the payment. Failure to do so will automatically eliminate the agency from consideration for funding in the following fiscal year. In the alternative, the Agency may submit actual invoices to the City and the City may pay the vendor, provider or individual directly.

PARAGRAPH III. DISCRIMINATION

In carrying out its program, the Agency shall not discriminate against any employee, applicant for employment, program participant or program beneficiary because of race, creed, color, sex, national origin, religion, or disability.

PARAGRAPH IV. TERMINATION OF AGREEMENT

If, for any cause, the agency shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Agency shall violate any of the terms of this Agreement, the City shall have the right to terminate this Agreement by giving written notice by ordinary first-class mail to the Agency, notifying the agency of the termination and specifying the effective date thereof. The notice shall be mailed not less than ten (10) days prior to the effective date of the termination. The City reserves the right to demand and receive a refund of all funds advanced to the Agency in the event of termination. This Agreement shall not be assigned by the Agency and shall be binding upon the Agency's heirs, executors, administrators and successors, if any.

Assault Care Center Extending Shelter and Support

By: Authorized Representative

CITY OF NEVADA, IOWA

By: Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into th	is day of _	, 2019 by
and between the City of Nevada, Iowa, here	eafter referred to as	"City" and YSS of Eastern
Story County, hereafter referred to as "Agen	cy,"	

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$4,500, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Comprehensive prevention & education services, counseling, chemical dependence outpatient assistance

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of		, 2019 by
and between the City of Nevada, Iowa, hereafter re Shelter, hereafter referred to as "Agency,"	eferred to	as "City"	and YSS-Rosedale

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,200, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Provides youth in crisis a safe environment

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereafte Family Resources, hereafter referred to as "Ager	r referred to as "C	City" and Community and
, and the second followed to as Agei	icy,	

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,080, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Assist with treatment services; Update furnishings

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

					, entered			day of				100	2019 by
and	between	the	City	of	Nevada,	lowa,	hereafter	referred	to	as	"City"	and	Nevada
Com	munity Re	∍sou	rce C	ent	er, hereaf	ter refe	erred to as	"Agency,	"		100		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$22,048, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

 Assist with before/after school programs, 1/2 day pre-school program and summer program

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into	this	day of		, 2019 by
and between the City of Nevada, Iowa,	hereafter	referred to a	s "City" and	Central Iowa
RSVP, hereafter referred to as "Agency,"			<u> </u>	

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$720, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Volunteer Management, volunteer driver

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereafter ref	ferred to as "City" a	ind Heartland Senior
Services, hereafter referred to as "Agency,"		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,070, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Meals (congregate or home-delivered), Adult Day Center, Outreach

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

	THIS AC	REEMI	ENT, entered	l into t	his	day of				, 2019 by
and	between th	he City	of Nevada,	lowa,	hereafter	referred	to a	s "City"	and	Mid-Iowa
Con	nmunity Acti	ion Inc, I	hereafter refe	erred to	as "Agen	cy."		(5)		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,180, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Emergency Assistance offered to low income Story County residents

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereafter	referred to as	"City" and Good Neighbor
Emergency Assistance Inc, hereafter referred to a	is "Agency,"	

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,810, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

· Emergency rent and utility assistance program

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereafter	referred to as	"City" and Legal Aid Society
of Story County, hereafter referred to as "Agency	,"	5 750 5 2 5

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$2,500, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Legal Representation for those that cannot afford it

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day			, 2019 by
and between the City of Nevada, Iowa, hereafter	referred	to as	"City" and	American Red
Cross, hereafter referred to as "Agency,"			*120 COMMAN	

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$766, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Disaster Preparedness, Response, and Recovery

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into	day	of			, 2019 by			
and between the City of Nevada, Iowa,		referred	to	as	"City"	and	The	Salvation
Army, hereafter referred to as "Agency,"								

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$2,500, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

· Homelessness and Hunger prevention

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

	THIS A	IGRI	EEME	TNE	, entered	into th	nis	day of					2019 by
and	between	the	City	of	Nevada,	lowa.	hereafter	referred	to	as	"Citv"	and	Nevada
Com	imunity Ba	and, I	herea	iftei	referred	to as "/	Agency,"				5 107		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$590, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Operating expenses, promoting effectiveness and long-term viability of the arts.

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered	day of	u u	2019 by					
and between the City of Nevada,	lowa,	hereafter	referred	to	as	"City"	and	Nevada
Community Historical Society, hereaft	ter refe	erred to as	"Agency,	"		1950/1940		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,850, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Utilities, Informational Signs, materials

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereafter re	eferred to as "	City" and Boys & Girls Club
of Story County, hereafter referred to as "Agency,"		AND THE PARTY OF THE PARTY.

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$4,900, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

To support program for Nevada youth, Nevada Food for Thought summer program.

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereafter re	eferred to as	"City" and Raising Readers
in Story Co, hereafter referred to as "Agency,"		59

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,640, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Reading programs for Nevada preschoolers and elementary students K-3

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereafter r	eferred to as "City"	and Volunteer Center
of Story County, hereafter referred to as "Agency,"		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$686, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

· Volunteer Referrals, Management, recognition, programs and service projects

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into	this	day of		, 2019 by
and between the City of Nevada, Iowa,	hereafter	referred to as	"City" and	TeamMates
Mentoring Nevada, hereafter referred to a	s "Agency	,"	Ä	

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$828, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Background checks for mentoring program

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this	day of	, 2019 by
and between the City of Nevada, Iowa, hereaf Fund, hereafter referred to as "Agency,"	ter referred to as "City	and Good Samaritan

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$2,280, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Utility Assistance

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

THIS AGREEMENT, entered into this _	day of	
and between the City of Nevada, Iowa, hereafte	r referred to as	"City" and Harmony Clothing
Closet, hereafter referred to as "Agency,"		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$1,300, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

Shoe Racks and Minor Repairs

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

(Fiscal Year 2019/2020)

			, 2019 by
and between the City of Nevada, Iowa, hereafter	referred to as	"City" and	Nevada Parent
Teacher Association, hereafter referred to as "Age	ency,"		

WITNESSETH:

WHEREAS, the City has agreed to provide certain financial assistance to the Agency in an amount not to exceed the amount established in the Fiscal Year 2019/2020 budget, specifically, the sum of \$700, which will enable the Agency to carry out its human service(s) function within the accepted definition of public purpose.

NOW THEREFORE, the parties mutually agree as follows:

PARAGRAPH I. SERVICES

The Agency agrees to carry-out or provide the following services to the Nevada Community between the dates of July 1, 2019 through June 30, 2020:

· General funding for activities

The City reserves the right to determine the method and time the allocated funds will be disbursed to the Agency.

- (A) The funds provided to the Agency by the City are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this agreement and all standards governing grants and disbursements by the City for public purposes. The Agency agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with City funds. The records of the Agency, including, but not limited to payroll accounts and other records deemed appropriate by the City's Auditor to determine compliance, shall be made available to the City of Nevada and any Auditor acting on behalf of the City at such time or times as the City, in its sole discretion, determines appropriate.
- (B) From time to time as requested by the City, and in all cases whether a request is made or not, on or before May 1 of the relevant fiscal year, the Agency shall provide the City with detailed reports showing its activities for the relevant period while receiving City funds. The detailed information shall include an itemized list of expenditures made by the agency from the funds provided by the City, supported by vendor invoices or other reliable documentation that substantiates the amount of the payment, the date paid, the payee and

Resolution No Approve Amended Verl Item# 7A Date: .5[13]9

-94 1 01 1

RESOLUTION NO. 049 (2018/2019)

A RESOLUTION APPROVING THE AMENDED (EXHIBIT D) ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE CONTRACT BY VERBIO NORTH AMERICA CORPORATION; THE CITY OF NEVADA; AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY — CONTRACT NUMBER:

19-HQJP-011 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE

WHEREAS, the Verbio North America Corporation, the Iowa Economic Development Authority and the City of Nevada, IA, executed an agreement on contract (Number 19-HQJP-011) on March 13, 2019; and

WHEREAS, there was an error in the original contract pertaining to the Laborshed Wage, Exhibit D – Job Obligations; and

WHEREAS, the Contract referenced above is hereby amended as attached in Exhibit D – Job Obligations, Revised April 2019.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada, Iowa approves the Amended Iowa Economic Development Financial Assistance Contract by Verbio North America Corporation; the City of Nevada, and the Iowa Economic Development Authority — Contract Number: 19-HQJP-011 and the City Administrator is hereby directed to execute the contact on behalf of the City.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Motion by Council Member _, seconded by Council Member _, that Resolution No. 049 (2018/2019) be adopted.

Ayes: _ Nays: _ Absent: _ Absent: _

The Mayor declared Resolution No. 049 (2018/2019) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 049 (2018/2019) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13th day of May, 2019.

Kerin Wright, City Clerk
w:office:council:resolutions:2018-2019/049-1A EDA CONTRACT-VERBIO.DOC

Passed this 13th day of May, 2019.

EXHIBIT D - JOB OBLIGATIONS

Revised April 2019

Recipient: VERBIO North America Corporation

Community: City of Nevada Contract Number: 19-HQJP-011

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) - Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

water things will

Data in the "Employment Base" column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the "Total Job Obligations" column.

HQJP JOB OBLIGATI	ONS	Employment	Jobs	Total
	November 30, 2021 November 30, 2023	Base	To Be Created	Job Obligations
Total employme	nt at project location	0	44	44
Average wage of total employme	nt at project location	N/A		
Qualifying Laborshed Wage threshold	requirement (per hr)	\$34.95 <u>\$24.95</u> (120%)		
Number of jobs at or al	ove qualifying wage	0	28	28
Average Wage of jobs at or all	ove qualifying wage	N/A		

Notes re: Job Obligations

- When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that
 serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual
 overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or
 other fringe benefits.
- 2. Employment Base includes 0 "Retained Jobs".

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider "Full-time Equivalent (FTE) Job" to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$2,000 for single coverage or \$4,000 for family coverage.

CONTRACT AMENDMENT

RECIPIENT. CONTRACT NUMBER: AWARD DATE. **VERBIO North America Corporation**

19-HQJP-011

November 16, 2018

AMENDMENT NUMBER.

One

THIS CONTRACT AMENDMENT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY (hereafter "IEDA"), 200 East Grand Avenue, Des Moines, Iowa 50309, an agency of the State of Iowa, VERBIO North America Corporation ("Recipient"), 625 Kenmoor Ave. SE, Suite 301, Grand Rapids, MI 49546 and the City of Nevada (Community), 1209 6th Street, Nevada, IA 50201

WHEREAS, there was an error in in the original contract pertaining to the Laborshed Wage, and

NOW, THEREFORE, the Contract referenced above is amended as follows to correct the error:

 REVISION OF EXHIBIT D – JOB OBLIGATIONS. Exhibit D is hereby amended to correct the Qualifying Laborshed Wage threshold requirement. This change is reflected in the attached Revised Exhibit D which is hereby incorporated by this reference and made a part of this Contract Amendment.

Except as otherwise revised above, the terms, provisions, and conditions of Contract Number 19-HQJP-011 and related exhibits shall remain unchanged and are in full force and effect. This amendment is hereby considered effective upon full execution.

FOR RECIPIENT:	FOR IEDA:
SIGNATURE SIGNATURE	Deborah V. Durham, Director
PRINTITYPE NAME, TITLE	Date
4/15/19 Date	
FOR THE COMMUNITY:	
SIGNATURE	
PRINT/TYPE NAME, TITLE	
Date	

APPLICATION AND CERTIFICATE FOR PAYMENT		AIA DOCUMENT G702	ช		
TO OWNER City of Nevada 1209 6th Street	PROJECT: 2017 Footing Drain Collector Line Improvements		APPLICATION NO:	5-Final	PAGE 1 OF 2 DISTRIBUTION TO:
Nevada, IA 50201 FROM CONTRACTOR:	Ī		PERIOD TO:	5MM9 E	OWNER ENGINEER CONTRACTOR
Keller Excavating 1133 155th Street Boone. IA 50036	H.R. Green, Inc. 5525 Merie Hay Rd Ste 200		PROJECT NO:	40160100.04	
CONTRACT FOI Footing Drain Collector Lines	Journston, IA 50131		CONTRACT DATE:	10/23/2017	
CONTRACTOR'S APPLICATION FOR PAYMENT		Application is made for	Application is made for Payment, as shown below, in connection with the Contract	in connection with the	Contract
CHANGE ORDER SUMMARY		Continuation Sheet, AIA G703, is attached.	G703, is attached.	and the second s	Contract
IN PREVIOUS MONTHS BY OWNER	DEDUCTIONS	1. ORIGINAL CONT	1. ORIGINAL CONTRACT SUM		S164 125 no
TOTAL		2. Net change by Char 3. CONTRACT SUM TO	2. Net change by Change Orders	1 1	-\$2,000.00
- NE		4. TOTAL COMPLETE		1	\$162,125.00
UNIBER DATE APP		(Column G on G703)			\$162,125.00
7/9/2018 \$0.00	-\$2,000.00	5. RETAINAGE:			
30.00		a0%	of completed work	\$0.00	
		(Column D + E on G703)	E on G703)		
		(Column F on G7na)	or stored material	\$0.00	
TOTALS \$0.00	-\$2,000.00	6. TOTAL EARNED LESS RETAINAGE			
Net Change by Change Orders -S	\$2,000.00	(Line 4 less Line 5 Total)		1	\$162,125.00
The undersigned Contractor certifies that to the best of his knowledge information	nowledge information	7. LESS PREVIOUS CERTIFICATES FOR	ERTIFICATES FOR		
and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Document, that it	has been completed	PAYMENT (Lin 8. CURRENT PAYMEN	PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE		\$160,125.00
by him for Work for which previous Certificates for Payment were issued and	s have been paid were issued and	9. BALANCE TO FINISH, PL (Line 3 less Line 6)			\$2,000.00
CONTRACTOR: Keller Excavating, INC Taking Keller	nt shown herein is now due.				
BY	20.66				
CERTIFICATE FOR DAYMENT	DATE:		推		
		AMOUNT CERTIFIED.		***************************************	\$2,000,00
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	is and the data that the Work has	(Attach explanation if a	(Attach explanation if amount certified differs from the amount applied for)	he amount applied for	
progressed to the point indicated; that to the best of his knowledge, information and belief, the	ation and belief, the	This Certificate is not neggeb	Date: This Certificate is not negociate. The AMOUNT CERTIFIED is now the new to the	Date: O	15/19
quanty or Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.	Contractor is entitled	Contractor named herein, Issa to any rights of the Owner or	Contractor named herein, Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contractor and prejudice	are without prejudice	,
		TO SHIP OF THE CHILD IN THE CALL OF	Contracting or this Contract		

Contractor's Monthly Payment Estimate Owner. City of Nevada Project. 2017 Footing Drain Collector Line Improvements Contractor: Keller Excavating

4550 \$ 29.50 \$ 16 \$ 450.00 \$ 6 \$ 300.00 \$ 10 \$ 1,000.00 \$ 45 \$ 100.00 \$	1. NO.	TEM TRAFFIC CONTROL	ACT ACT	QTY	8-	AMC	AMOUNT	3	PREVIOUS PREVIOUS AMOUNT	PREVIOUS PREVIOUS THIS PERIOD ON AMOUNT OTY	Period Ending: 5/1/2019 WORK COMP PREVIOUS PREVIOUS THIS PERIOD QTY AMOUNT QTY AMOUNT	Period Ending: PREVIOUS PREVIOUS THIS PERIOD OTY AMOUNT QTY OTY AMOUNT QTY
EA 6 \$ 300.00 EA 10 \$ 1,000.00 SY 45 \$ 100.00 LS 1 \$ 3,000.00	2	FOOTING DRAIN COLLECTOR TRENCHIESS ST	ı S	-	\$ 3,400.00	\$3,400,00	П	1.00	1.00 \$3,400.00		\$3,400.00	\$3,400.00 0.00
EA 6 \$ 300.00 SY 45 \$ 100.00 S	ω	FOOTING DRAIN CLEANOUT, 6" RISER	25	6 20	29.50	\$134,225.00		4,550.00	69	\$134,225.00	\$134,225.00 0.00	\$134,225.00 0.00 \$0.00 4
EA 10 \$ 1,000.00 \$ SY 45 \$ 100.00 LS 1 \$ 3,000.00	4	FOOTING DRAIN OUTLET	<u></u>		37/06	\$1,800,00	_	600	5 00 00 St 900 00	-	51 800 00 0.00	\$1,200,000 0.00 \$0.000
SY 45 \$ 100.00 LS 1 \$ 3,000.00	0,	CONNECTION OF EXISTING SUMP LINE	S		-4	\$10,000.00		8 00	1	\$8,000,00	\$8,000,000	\$8,000,000 0.00 \$0.00
LS 1 \$ 3,000.00	, O	PCC 6"	SY	5	\$ 100.00	\$4,500,00		45.00		\$4.500.00	\$4.500.00	\$4 500 00 0 00 \$0.00
CONTRACTOR A	7.	MOBILIZATION	S	1	30000	200000		40	3			
			-	-	4 0,000.00	33,000,00		1.00		1.00	3,000.00	1.00 \$3,000.00 0.00
		TOTAL				\$164 125 00	2		646343500			2000 400 00

Item# 8A Date: 5/13/19

RESOLUTION # 050 (2018/2019)

ADOPTING THE STORY COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN

WHEREAS, the City of Nevada recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the U.S Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Nevada fully participated in the hazard mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, the Iowa Homeland Security and Emergency Management Division and the Federal Emergency Management Agency Region VII officials have reviewed the "Story County Multi-Jurisdictional Local Hazard Mitigation Plan," and approved it contingent upon this official adoption of the participating governing body; and

WHEREAS, the (Name of Government/District/Organization) desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Story County Multi-Jurisdictional Local Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the (Name of Government/District/Organization) demonstrates the jurisdictions' commitment to fulfilling the mitigation goals outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan

WHEREAS, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

NOW, THEREFORE BE IT RESOLVED, that the City of Nevada adopts the "Story County Multi-Jurisdictional Local Hazard Mitigation Plan" as an official plan; and

BE IT FURTHER RESOLVED, the City of Nevada will submit this Adoption Resolution to the lowa Homeland Security and Emergency Management Division and Federal Emergency Management Agency Region VII officials to enable the plan's final approval.

Passed and approved this 13th day of May 2019

, seed and approved the 10 day of May, 2010	
	Brett Barker, Mayor
ATTEST:	
Kerin Wright, City Clerk	

Moved by Co	ouncil Member _, seconded by Council Member _, that Resolution No. 050 (2018/2019) be adopted.
AYES: NAYS: ABSENT:	
The Mayor d	eclared Resolution No. 050 (2018/2019) adopted.
I hereby cert the regular C	ify that the foregoing is a true copy of a record of the adoption of Resolution No. 050 (2018/2019) at council Meeting of the City of Nevada, Iowa, held on the 13th day of May, 2019.
Kerin Wright,	City Clerk

Ordinand Special Speed Zones and Stop

ORDINANCE NO. 1004 (2018/2019)

AN ORDINANCE AMENDING CHAPTER 63 (SPEED REGULATIONS) AND CHAPTER 65 (STOP OR YIELD REQUIRED), AND CHAPTER 69 (PARKING REGULATIONS) OF THE CITY CODE TO MAKE NECESSARY CHANGES ON 19TH STREET

BE IT ENACTED by the City Council of the City of Nevada, Iowa, as follows:

SECTION 1. SECTION MODIFIED. Chapter 63 (Speed Regulations), Section 63.04 (Special Speed Zones), Sub-section 4 (Special 35 MPH Speed Zones), paragraph C (4.C) and Subsection 5 (Special 45 MPH Speed Zones) paragraph B (5.B) are repealed and the following adopted in lieu thereof:

- Special 35 MPH Speed Zones.
 On Nineteenth (19th) Street from the <u>South City Limits</u> north to Lincoln Highway (L Avenue);
- Special 45 MPH Speed Zones
 B. On Nineteenth (19th) Street from South G-Avenue to Union Pacific Railroad (Repeal this paragraph)

SECTION 2. SECTION MODIFIED. Chapter 65 (Stop or Yield Required), Section 65.01 (Stops Required by Vehicles Entering Stop Intersection) is hereby amended by adding under Subsection 28, (On Nineteenth (19th) Street), paragraph C and D (28.C and 28.D) and amending Sub-section 32 (On South B Avenue), paragraph B (32.B) and adopting the following in lieu thereof:

- 28. On Nineteenth (19th) Street
 - C. South Bound at intersection of South B Avenue 4-way stop
 - D. North Bound at intersection of South B Avenue 4 way stop
- On South B Avenue

Kerin Wright, City Clerk

B. East bound at intersection of South Nineteenth (19th) Street - 4-way stop

SECTION 3. REPEALER. All ordinances or parts or ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1st Reading by the Nevada City Council of this 13th day of May, 2019.

Brett Barker, Mayor

ATTEST:

Ordinance No. 1004 (2018/2019) No Parking, No Turning, Stop Intersections Amended Page 2 of 2

regular Cour Kerin Wright,	ncil Meeting of the City of Nevada, Iowa, held on the _ day of _, 2019.
hereby cert	tify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1004 at the
The Mayor d	leclared Ordinance No. 1004 adopted.
NAYS: ABSENT:	
AYES:	_
Third Readin Motion by Co	ng: _ ouncil Member _, seconded by _, to approve the third reading of Ordinance No. 1004.
AYES: NAYS: ABSENT:	
Second Rea Motion by C	iding: ouncil Member _, seconded by _, to approve the second reading of Ordinance No. 1004.
AYES: NAYS: ABSENT:	
	ng: May 13, 2019 Council Member _, seconded by Council Member _, to approve the first reading of Ordinance

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Chapter 63.04 (Current)

- B. On West Fourth (4th) Street (County Road S-14) from Lincoln Highway north to the Union Pacific Railroad overpass.
- 3. Special 30 MPH Speed Zones. A speed in excess of thirty (30) miles per hour is unlawful on any of the following designated streets or parts thereof.
- A. On Lincoln Highway from 200 feet west of the centerline of intersection with West Fourth (4th) Street (County Road S-14) to east City limits;
 - B. On West F Avenue east of West Eighteenth (18th) Street;
 - C. On West K Avenue east of West Eighteenth (18th) Street.
- 4. Special 35 MPH Speed Zones. A speed in excess of thirty-five (35) miles per hour is unlawful on any of the following designated streets or parts thereof.
 - A. On Sixth (6th) Street from I Avenue south to the Union Pacific Railroad crossing;
 - B. On Eleventh (11th) Street from the southern City limits to D Avenue;
- C. On Nineteenth (19th) Street from the Union Pacific Railroad tracks north to Lincoln Highway (L Avenue);
- D. On South B Avenue from South Eleventh (11th) Street to South Nineteenth (19th) Street;
- E. On South G Avenue from South Thirteenth (13th) Street to South Nineteenth (19th) Street;
- F. On West Maple Avenue from the intersection of West Fourth (4th) Street (County Road S-14) to the west corporate limits;
- G. On South D Avenue from South Eleventh (11th) Street to South Fourteenth (14th) Street;
- H. On West Fourth (4th) Street (County Road S-14) northbound from the Union Pacific Railroad overpass north 685 feet;
- I. On West Fourth (4th) Street (County Road S-14) from the south corporate limits to Highway 30.
- 5. Special 45 MPH Speed Zones. A speed in excess of forty-five (45) miles per hour is unlawful on any of the following designated streets or parts thereof.
- A. On West Eighteenth (18th) Street from Lincoln Highway south to 225 feet south of intersection with West F Avenue;

(Ord. 944 - Jul. 09 Supp.)

- B. On South Nineteenth (19th) Street from South G Avenue to Union Pacific Railroad;
- C. On West Fourth (4th) Street (County Road S-14) northbound from 685 feet north of the Union Pacific Railroad overpass to T Avenue;
- D. On West Fourth (4th) Street (County Road S-14) from Highway 30 north to 420 feet south of E Avenue;
 - E. On 600th Avenue north of Lincoln Highway to the intersection with 220th Street;
- F. On Lincoln Highway from 200 feet west of the centerline of intersection of West Fourth (4th) Street (County Road S-14) west to the intersection with West Eighteenth (18th) Street (Airport Road).
- 6. Special 55 MPH Speed Zones. A speed in excess of fifty-five (55) miles per hour is unlawful on any of the following designated streets or parts thereof.
- A. On West Fourth (4th) Street (County Road S-14) northbound from T Avenue to the north corporate limits;

Chapter 65.01 (Current)

- B. At intersection of Lincoln Highway (L Avenue)
- C. At intersection of M Avenue
- 18. On South Twelfth (12th) Street
 - A. North bound at intersection of South G Avenue
- 19. On Thirteenth (13th) Street
 - A. South bound at intersection of H Avenue
 - B. At intersection of Lincoln Highway (L Avenue)
- 20. On South Thirteenth (13th) Street
 - A. North bound at intersection of South G Avenue
- 21. On Fourteenth (14th) Street
 - A. South bound at intersection of H Avenue
- 22. On South Fourteenth (14th) Street
 - A. North bound at intersection of South B Avenue
 - B. South bound at intersection of South D Avenue
- 23. On Fifteenth (15th) Street
 - A. At intersection of H Avenue 4-way
 - B. At intersection of J Avenue 3-way
 - C. At intersection of K Avenue 3-way
 - D. At intersection of Lincoln Highway (L Avenue) 4-way
- 24. On Fifteenth (15th) Street Place
 - A. North Bound at intersection of H Avenue
- 25. On Sixteenth (16th) Street
- 26. On South Seventeenth (17th) Street
 - A. North bound at South B Avenue
- 27. On Eighteenth (18th) Street
- 27A. On West Eighteenth (W 18th) Street
 - A. North bound at Lincoln Highway (L Avenue)

(Ord. 944 - Jul. 09 Supp.)

- 28. On Nineteenth (19th) Street
 - A. North bound at Lincoln Highway (L Avenue)
 - B. (Repealed by Ord. No. 944 Jul. 09 Supp.)
- 29. On Nineteenth (19th) Street frontage road
 - A. At intersection of Nineteenth (19th) Street
 - B. North bound at intersection of H Avenue
- 30. On Six Hundredth (600th) Avenue
 - A. South bound at intersection of Lincoln Highway
 - B. North bound at intersection of 220th Street
- 31. On B Avenue
 - A. East bound at intersection of Eighth (8th) Street
- 32. On South B Avenue
 - A. West bound at intersection of South Eleventh (11th) Street
 - B. East bound at intersection of South Nineteenth (19th) Street

Kerin Wright

From: Stevens, Larry <lstevens@hrgreen.com>

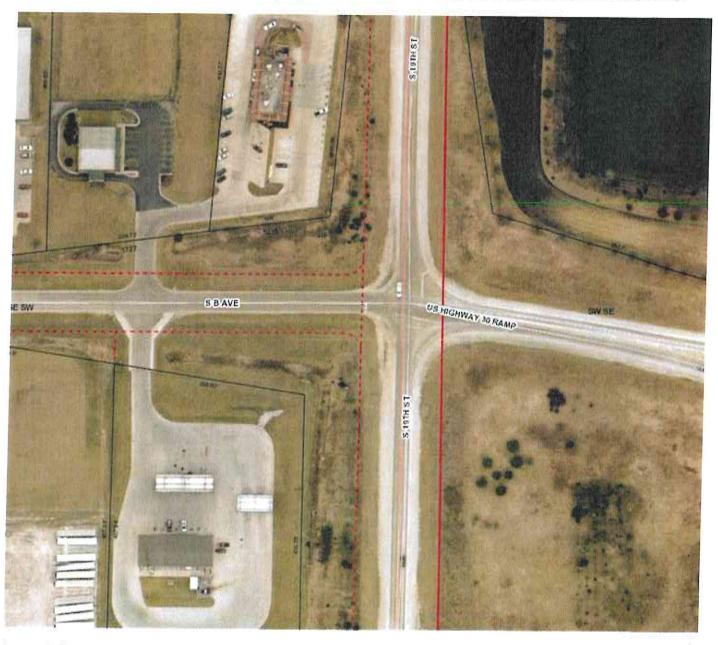
Sent: Monday, May 6, 2019 4:40 PM

To: Kerin Wright
Cc: Matthew Mardesen

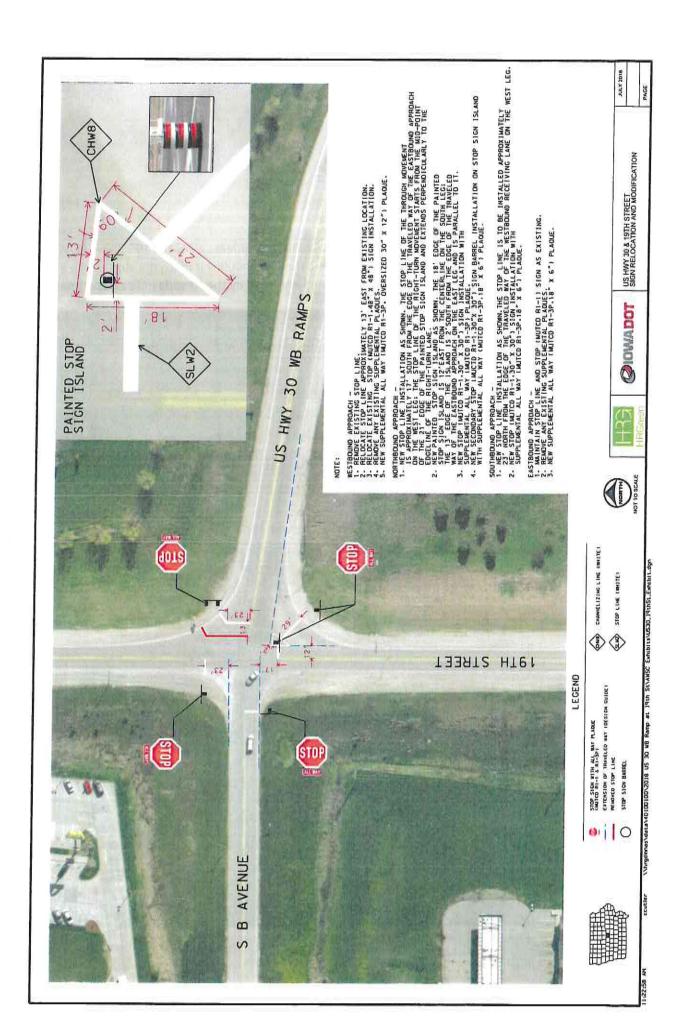
Subject: RE: 1004-Stop and Speed on 19th

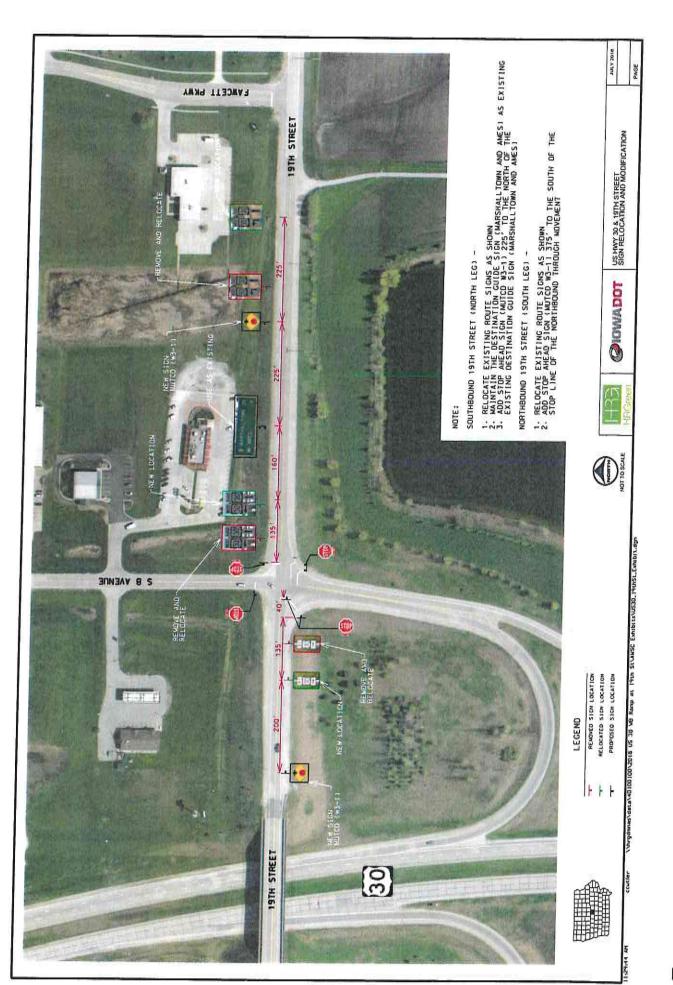
Kerin,

Here's a screen shot of the intersection of 19th Street and South B Avenue. It appears all of the 19th Street ROW is in the corporate limits, and the stop bar is in the corporate limits. I believe the City should establish the stop on the east side of 19th Street at South B Avenue, so the stop sign can be installed and enforced by the Nevada Police Department.



Larry J. Stevens, PE, PWLF Municipal Services Manager – Governmental Services





Resolution Approve tem#<u>8D</u> Date: <u>5 | 13 | 19</u>

RESOLUTION NO. 052 (2018/2019)

A RESOLUTION APPROVING THE ECONOMIC DEVELOPMENT FINANCIAL ASSISTANCE CONTRACT BY HORMEL FOODS CORPORATION/BURKE MARKETING CORPORATION; THE CITY OF NEVADA; AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY – CONTRACT NUMBER:

19-HQJP-007 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE

WHEREAS, the Hormel Foods Corporation/Burke Marketing Corporation and the Iowa Economic Development Authority have reached an agreement on the proposed contract (Number 19-HQJP-011); and

WHEREAS, the City of Nevada is a participant in the contract and feels that participation in the contract is in the best interests of the City; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Nevada, Iowa approves the Economic Development Financial Assistance Contract by Hormel Foods Corporation/Burke Marketing Corporation; the City of Nevada, and the Iowa Economic Development Authority – Contract Number: 19-HQJP-007 and the Mayor is hereby directed to execute the contact on behalf of the City.

Passed this 13th day of May, 2019.

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Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Motion by Council Member _, seconded by Council Member _, that Resolution No. 052 (2018/2019) be adopted.

Ayes: _ Nays: _ _ Absent: _

The Mayor declared Resolution No. 052 (2018/2019) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 052 (2018/2019) at the regular Council Meeting of the City of Nevada, lowa, held on the 13th day of May, 2019.

Kerin Wright, City Clerk

ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT

BY

HORMEL FOODS CORPORATION AND BURKE MARKETING CORPORATION,

THE CITY OF NEVADA,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 19-HQJP-007

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ARTICLE 1: CONTRACT DURATION

ARTICLE 2: DEFINITIONS

ARTICLE 3: AWARD TERMS

ARTICLE 4: CONDITIONS TO DISBURSEMENT OF FUNDS AND ISSUANCE OF TAX

CREDIT NUMBER; DISBURSEMENT TERMS

ARTICLE 5: SECURITY REQUIREMENTS

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

ARTICLE 7: COVENANTS OF THE RECIPIENT

ARTICLE 8: COVENANTS OF THE COMMUNITY

ARTICLE 9: EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE; AND

REMEDIES AVAILABLE TO IEDA

ARTICLE 10: MISCELLANEOUS

CONTRACT EXHIBITS

Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application #

19-HQJTC-006

Exhibit B-1 High Quality Jobs Program - Tax Credit Special Conditions

Conditions

Exhibit C - Description of the Project and Award Budget

Exhibit D - Job Obligations

Exhibit E - Reserved

Exhibit F - Reserved

Economic Development Assistance Contract

RECIPIENT:

HORMEL FOODS CORPORATION AND

BURKE MARKETING CORPORATION

COMMUNITY:

CITY OF NEVADA

CONTRACT NUMBER:

19-HQJP-007

AWARD DATE:

SEPTEMBER 21, 2018

AWARD AMT. – TAX INCENTIVES

\$10,512,000

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 200 East Grand Avenue, Des Moines, IA 50309, and Hormel Foods Corporation and Burke Marketing Corporation (Recipient), 1 Hormel Place, Austin, MN 55912 and the City of Nevada (Community), 1209 6th Street, Nevada, IA 50201.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

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ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

- (a) Through Project Completion Date. Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.
- (b) Through Maintenance Period Completion Date and Contract Closeout. Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.
- (c) Repayment or Payment Obligation. Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.
- (d) Contract End Date. Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

- "Affiliate" means any entity to which any of the following applies:
 - a. Directly, indirectly, or constructively controls another entity.
 - b. Is directly, indirectly or constructively controlled by another entity.
 - c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

"Award" means any and all assistance provided by IEDA for the Project under this Contract.

"Award Date" means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

"Award Funds" means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

"Base Employment Level" means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient's payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

"Benefits" means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

"Brownfield site" means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established

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pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

"Contract Effective Date" means the latest date on the signature page of this Contract.

"Contract End Date" means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

"Created Job" means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient's payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

"Full-Time Equivalent job," "FTE," or "full-time" means the employment of one person:

- 1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
- 2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, "employment of one person" means the employment of one natural person and does not include "job sharing" or any other means of aggregation or combination of hours worked by more than one natural person.

"Grayfield site" means a property meeting all of the following requirements:

- a. The property has been developed and has infrastructure in place, but the property's current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property's improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
- (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
- (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
 - (3) The property is currently being used as a parking lot.
 - (4) The improvements on the property no longer exist.
- c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

"Job Obligations" means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient's Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient's job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient's Base Employment Level and the number of new jobs required to be created above the Base Employment Level.

"Laborshed Wage" means the Qualifying Wage Threshold applicable to Recipient's Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

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"Loan" means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. "Loan" includes deferred loans, forgivable loans, and float loans. A "deferred loan" is one for which the payment for principal, interest, or both, is not required for some specified period. A "forgivable loan" is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A "float loan" means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

"Maintenance Period" means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

"Maintenance Period Completion Date" means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

"Person" means as defined in Article 6.1(g) of this Contract.

"Project" means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

"Project Completion Assistance" means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

"Project Completion Date" means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

"Project Completion Period" means the period of time between the Award Date and the Project Completion Date.

"Qualifying Jobs" are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

"Qualifying Wage Threshold" means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

"Recipient's Employment Base" means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient's Employment Base.

"Retained Job" means an existing job that meets the Qualifying Wage Threshold Requirements and would be eliminated or moved to another state if the Project did not proceed in Iowa.

"Sufficient Benefits" means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 80 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or

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- 2. Recipient pays 50 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
- 3. Recipient provides medical coverage and pays the monetary equivalent of paragraph "1" or "2" above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

"Tax Incentives" means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

"Total Project Cost" means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 <u>Total Award Amount.</u> The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Tax Incentives	\$ 10,512,000
TOTAL STATE TAX INCENTIVES:		\$ 10,512,000

3.2 <u>Terms and Conditions of Award.</u> The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1

High Quality Jobs Program - Tax Credit Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Reserved.

4.2 Tax Incentives-Conditions to Issuance of Tax Credit Number.

- (a) Tax Credit Number Required to Claim Incentives. Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.
- (b) Issuance of Tax Credit Number. Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.
- (c) Conditions to Issuance of Tax Credit Number. The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.
- (d) Documents Submitted. IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit

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number.

4.3 Documents required.

- (a) Contract. Fully executed Contract.
- (b) Incorporation Documents. Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.
- (c) Certificate of Existence; Certificate of Authority. A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.
- (d) Results of Lien and Tax Search and Documentation of Satisfactory Credit History. Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.
- (e) Other Required Documents. Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.
- (f) Solid or Hazardous Waste Audit. To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.
- (g) Release Form Confidential Tax Information. A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.
- (h) Project Financial Commitments. The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.
- (i) State Building Code Bureau Approval. If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:
 - 1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or
 - 2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or
 - Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

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- **4.4** Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:
- (a) Suspected event of default. If IEDA believes an event of default has occurred, IEDA has the discretion to temporarily suspend or delay disbursement or issuance of the Award Funds or Tax Incentives while the suspected event of default is being investigated or resolved.
- (b) Unremedied event of default. Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.
- (c) Layoff, closure or relocation. In the event the Recipient experiences a layoff within the state of Iowa, relocates or closes any of its Iowa facilities IEDA has the discretion to reduce or eliminate some or all of the Award. Factors IEDA considers when determining whether to exercise its discretion under this paragraph include, but are not limited to, the percentage of Recipient's workforce affected; the total number of employees involved; whether the action is seasonal, temporary, or permanent; whether employees are relocated to other Iowa facilities; the reasons causing the layoff, closure, or relocation; and the impact on the project, Community, and State.
- (d) Reduction, discontinuance or alteration of state funding/programs. Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.
- 4.5 <u>Closing Cost Fee.</u> Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

- (a) Organization and Qualifications. The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.
- (b) Authority and Validity of Obligations. The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under the Contract.

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The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

- (c) Affiliates. The Recipient has no Affiliates involved with the Project on the Contract Effective Date.
- (d) Financial Reports. The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.
- (e) No Material Adverse Change. Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.
- (f) Full Disclosure; Recipient's Financial Assistance Application. The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.
- (g) Trademarks, Franchises and Licenses. The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.
- (h) Governmental Authority and Licensing. The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.
- (i) Litigation and Other Controversies. There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.
- (j) Good Title. The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

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- (k) Taxes. All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.
- (l) Other Contracts. The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.
 - (m) No Event of Default. No Event of Default, as defined in Article 9, has occurred or is continuing.
- (n) Compliance with Laws. The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.
- (o) Effective Date of Representations and Warranties. The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

- (a) Local Approvals Received; Authority and Validity of Obligations. The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:
 - 1. Sign this Contract, and
 - 2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) Local Commitment. The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in Exhibit C -Description of the Project and Award Budget.

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- (c) No Material Adverse Change. Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.
- (d) Full Disclosure; Community's Financial Assistance Application. The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.
- (e) Governmental Authority and Licensing. The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.
- (f) Litigation and Other Controversies. There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.
- (g) No Event of Default. No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.
- (h) Compliance with Laws. The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.
- (i) Effective Date of Representations and Warranties. The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) Use Award Funds only for Project. The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and

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Award Budget.

- (b) Meet and Maintain Eligibility Requirements. Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.
- (c) Project Time Period. This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

		COMPLIANCE MEASUREMENT POINT		COMPLIANCE MEASUREMENT POINT	
Award Date	Project Completion Period	Project Completion Date	Maintenance Period	Maintenance Period Completion Date	Contract Closeout
"Award Date" is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.	"Project Completion Period" is the period of time between the Award Date and the Project Completion Date.	"Project Completion Date" is the date defined in Exhibit D by which the Recipient must complete the Project. At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.	"Maintenance Period" is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in lowa for this period of time.	"Maintenance Period Completion Date" is the date defined in Exhibit D on which the Maintenance Period ends. At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.	IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met. "Contract End Date" is the date stated in IEDA's written Notice of Final Contract Closeout that is issued pursuant to Article 1.

- (d) Complete Project by Project Completion Date. By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.
- (e) Total Project Costs. By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.
- (f) Maintain Project through Maintenance Period Completion Date. Recipient shall maintain the Project through the Maintenance Period Completion Date.
- (g) Maintain Project in Iowa During Contract Period. The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) Pay Taxes and Assessments. The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

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(b) Maintain Insurance. The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project and Protect Security.

- (a) Maintenance of Properties. The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.
- (b) Restrictions on Security. If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:
- 1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
- Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
 - 3. Remove from the Project site or the State all or any part of the Secured Property.
 - 4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

- (a) No Changes in Recipient Operations. The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.
- (b) Changes in Recipient Ownership, Structure and Control. The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

- (a) Review of Reports. The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.
- (b) Reports. The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

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Report	<u>Due Date</u>	
Annual Project Status Report The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31st for the period ending June 30th	
End of Project Report The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date	
End of Maintenance Period Report The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date	

(c) Additional Reports, Financial Statements as Requested by IEDA. The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

- (a) State, local and federal laws. Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.
- (b) Environmental laws. Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.
- (c) Nondiscrimination laws. Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.
- (d) Worker rights and safety. The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.
- (e) Immigration laws. Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work

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in the State of Iowa.

- (f) Compliance with IEDA's Administrative Rules. Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.
- 7.7 <u>Inspection and Audit.</u> The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:
 - (a) Conduct site visits and inspect the Project.
 - (b) Audit financial records related to the Project.
- (c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.
- (d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

7.8 Maintenance and Retention of Records.

- (a) Maintain Accounting Records. The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.
- (b) Access to Records. Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.
- (c) Records Retention Period. Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

- (a) Notice of Major Changes. Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.
- (b) Notice of Proceedings. Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

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- 7.10 <u>Indemnification.</u> The Recipient shall indemnify, defend and hold harmless the IEDA; the State of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including taxes, and all related costs and expenses, including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:
 - (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.
- 7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.
- 7.12 Ongoing Fees Based on Claims. For the duration of this Contract and for as long as Recipient claims or applies for benefits against its Iowa tax liability under this Contract, Recipient shall remit to the Authority a compliance cost fee equal to one-half of 1 percent of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

- 8.1 <u>Local Match.</u> The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.
- **8.2** Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

- 9.1 <u>Default by Recipient.</u> An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.
- (a) Events of Default Any one or more of the following shall constitute an "Event of Default" under this Contract:
- 1. Nonpayment. Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or

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- 2. Noncompliance with Covenants. Default in the observance or performance of any covenant set forth in Article 7, for more than twenty (20) business days; or
- Noncompliance with Security Documents. Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or
- 4. Noncompliance with Contract. Default in the observance or performance of any other provision of this Contract; or
- 5. Material Misrepresentation. Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or
- Security Deficiencies. Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or
- 7. Judgment. Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or
- 8. Adverse Change in Financial Condition. Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or
- 9. Bankruptcy or Similar Proceedings Initiated. Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or
- 10. Appointment of Officials. A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or
- 11. Insecurity. IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or
- 12. Failure to Submit Required Reports. The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

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- 13. Layoffs, Relocation or Closure. The Recipient or any Affiliate experiences a layoff or relocates or closes any of its facilities within the state of Iowa; or
- 14. Hiring workers not authorized to work in state. The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or
- 15. Failure to Maintain Program Eligibility Requirements. Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.
- (b) Notice of Default and Opportunity to Cure. If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.
- (c) Remedies Available to IEDA. When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:
 - 1. Terminate this Contract.
 - 2. Suspend or reduce pending and future disbursements.
- 3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
 - 4. Require repayment of all or a portion of Award Funds disbursed.
 - 5. Revoke or reduce authorized Tax Incentives.
 - 6. Require full repayment of all or a portion of the value of Tax Incentives received.
 - (d) Reserved.
 - (e) Default Interest Rate. If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.
 - (f) Expenses. The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.
- 9.2 <u>Default by Community.</u> An unremedied Event of Default may result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.
- (a) Events of Default. Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

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- 1. Noncompliance with Covenants. Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or
- 2. Material Misrepresentation. Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.
- (b) Notice of Default and Opportunity to Cure. If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.
- (c) Remedies Available to IEDA. When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:
 - 1. Suspend or reduce pending and future disbursements to Community.
- 2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.
- (d) Expenses. The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

- (a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Contract, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.
- (b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.
- (c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.
- 10.2 <u>Contract Amendments</u>. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:
- (a) Writing required. The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.
 - (b) IEDA review. Requests to amend this Contract shall be processed by IEDA in compliance with the

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IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Burke Marketing Corporation Chad Randick P.O. Box 209 Nevada, IA 50201-0209

E-mail:

carandick@burkecorp.com

Telephone:

515.382.8401

Hormel Foods Corporation James Fleming 1 Hormel Place Austin, MN 55912

E-mail:

jdfleming@hormel.com

Telephone: 507-437-5580

To the IEDA at:

Iowa Economic Development Authority Compliance 200 East Grand Avenue Des Moines, Iowa 50309

Attention: Business Development - Compliance

E-mail: Compliance@iowaeda.com Telephone:

515.348.6200

Facsimile:

877.631.7575

To the Community at:

City of Nevada Matt Mardesen 1209 6th Street Nevada, IA 50201

E-mail:

mmardesen@cityofnevadaiowa.org

Telephone:

515.382.5466

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such email is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

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- 10.4 <u>Headings.</u> Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.
- 10.5 <u>Final Authority.</u> The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.
- 10.6 <u>Waivers.</u> No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.
- 10.7 <u>Counterparts.</u> This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 10.8 <u>Survival of Representations.</u> All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.
- 10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Contract is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.
- 10.10 <u>Successors and Assigns.</u> This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.
- 10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA. Any attempt by Recipient to assign this Contract other than as permitted herein shall be null and void.
- 10.12 <u>Termination.</u> This Contract can be terminated under any of the following circumstances:
 - (a) Agreement of the Parties. Upon written agreement of the Recipient, the Community and IEDA.
- (b) Unremedied Event of Default. As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.
- (c) Termination or reduction in funding to IEDA. As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).
- 10.13 Documents Incorporated by Reference. The following documents are incorporated by reference

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and considered an integral part of this Contract:

1.	Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 19-HQJP-006
2.	Exhibit B-1	High-Quality Jobs Program - Tax Credit Component Special Conditions
3.	Exhibit C -	Description of the Project and Award Budget
4.	Exhibit D -	Job Obligations
5.	Exhibit E-	Reserved
6.	Exhibit F -	Reserved

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Article 1 - 10 of this Contract.

2.	Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 19-HQJTC-006
3.	Exhibit B-1	High-Quality Jobs Program - Tax Credit Component Special Conditions
4.	Exhibit C -	Description of the Project and Award Budget
5.	Exhibit D -	Job Obligations
6.	Exhibit E -	Reserved
7.	Exhibit F -	Reserved

10.15 <u>Integration.</u> This Contract contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

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IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:	FOR RECIPIENT: HORMEL FOODS CORPORATION
BY:	BY: Buy gr
Deborah V. Durham, Director	Signature GAZY L SAMINA VP TIMESTICS Typed Name and Title
Date	4/18/19 Date
FOR RECIPIENT: BURKE MARKETING CORPORATION	FOR THE COMMUNITY:
BY: Chad Randih	BY:
Signature Chad Randick-President, Bake	Signature
Typed Name and Title	Typed Name and Title
4/19/19	-
Date	Date
HFC LEGAL DEPARTMENT Approved on 4/17/19 by BB Unauthorized use of this approval stamp is fraudulent and makes this contract voidable.	

LIST OF EXHIBITS

Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # 19-

HQJTC-006

Exhibit B-1 High Quality Jobs Program - Tax Credit Component Special Conditions

Exhibit C - Description of the Project and Award Budget

Exhibit D - Job Obligations

Exhibit E - Reserved

Exhibit F - Reserved

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EXHIBIT B – 1 High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 19-HQJP-007

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

"Capital Investment" means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA's administrative rule 261 IAC 174.10.

"Investment Qualifying for the Tax Credit" means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

"Qualifying Investment" means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

"Economically Distressed Area" means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

- 2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$10,512,000.
- 2.2 <u>Minimum Investment Requirements</u>. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

(a) Capital Investment.

\$ 150,000,000

(b) Qualifying Investment.

\$ 150,000,000

(c) Investment Qualifying for Tax Credits.

\$150,000,000

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to lowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
Refund of Sales, Service, and Use Taxes.		\$ 3,000,000
Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.	☐ Yes ⊠ No	\$0
Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.	☐ Yes ⊠ No	\$ 0
Investment Tax Credit (5%)	⊠ Yes □ No	\$ 7,500,000
Research Activities Credit.	Yes No No	\$ 12,000
Local Property Tax Exemption Provided by Community	☐ Yes ☑ No	\$0

- 2.4 <u>Conditions for Authorized Incentives.</u> The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.
- (a) Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors. The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).
 - The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
 - 2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
 - To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) in writing within two weeks of project completion. For purposes of claiming this refund, "project completion" means the first date upon which the average annualized production of finished product for the preceding ninety-day period at the manufacturing facility operated by the Recipient is at least fifty percent of the initial design capacity of the facility.
 - For all other projects, the date of completion of all improvements necessary for the start-up, location, expansion or modernization of a business.

Fmi Approved 10 2017 4/191P.85

- Make an application to IDR within one year after "project completion," as defined above.
- (b) Reserved.
- (c) Reserved.
- (d) Investment Tax Credit.
 - 1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.
 - 2. The tax credit shall be amortized equally over a five-year period as specified below:

October 29, 2017 - October 28, 2018	\$1,500,000
October 29, 2018 - October 28, 2019	\$1,500,000
October 29, 2019 - October 28, 2020	\$1,500,000
October 29, 2020 - October 28, 2021	\$1,500,000
October 29, 2021 - October 28, 2022	\$1,500,000

- Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, "Qualifying Expenditures" means:
 - The purchase price of real property and any buildings and structures located on the real property.
 - The cost of improvements made to real property which is used in operation of the business.
 - iii. The costs of machinery and equipment, as defined in lowa Code section 427A.1(1) "e" and "j" purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.
- 4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer's costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.
- (e) Supplemental Research Activities Credit. The Recipient is eligible to claim an additional research activities credit as provided in Iowa Code section 15.335 (2011 Supplement). This incentive is a tax credit

Fm Approved 10 2017 2017 2017 . 1 6.

for increasing research activities in this state during the period the Recipient is participating in the High Quality Jobs Program.

(f) Reserved.

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

- 3.1 <u>Job Obligations.</u> By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D Job Obligations, and maintain the jobs through the Maintenance Period.
- 3.2 <u>Wage Obligations.</u> The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:
- (a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.
- (b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.
 - (c) For all other Projects:
 - 1. For the Created Jobs, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.
 - 2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.
- 3.3 <u>Provide Sufficient Benefits.</u> The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

Fmi Approved 10 2017 1/18p. 87

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

- (b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.
- (c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.
- (d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

- (e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.
- (f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:
 - 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
 - 2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
 - 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
 - 4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.

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5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B-1 -

Fmt Approved 10 2017 4/18 P. 89

DESCRIPTION OF THE PROJECT AND AWARD BUDGET (EXHIBIT C)

Name of Recipient:

Hormel Foods Corporation and Burke Marketing Corporation

Name of Community:

City of Nevada

Contract Number:

19-HQJP-007

PROJECT DESCRIPTION

Hormel Foods Corporation and Burke Marketing Corporation will add 200,000 s.f. to allow Burke to significantly increase production.

AWARD BUDGET					
SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST	
IEDA Programs			*Land Acquisition		
HQJP Tax Credit		¹ See Below	*Site Preparation		
		1	*Building Acquisition		
Business	\$150,400,000		*Building Construction	\$100,000,000	
			*Building Remodeling	1 10 0	
			Lease Payments		
			*Mfg Machinery and Equipment	\$50,000,000	
			Other Machinery and Equipment		
			Racking, Shelving, etc.		
		1	*Computer Hardware		
		1	Computer Software		
			*Furniture and Fixtures		
			Working Capital		
			Research and Development	\$400,000	
			Job Training		
			*included as capital investment if awarded tax credit program		
otal	\$150,400,000		Total	\$150,400,00	

\$10,512,000 estimated benefit value

OTHER FUNDING					
SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH		
TIF Rebate					
Tax Abatement	TBD	10 year 100%	YES		
260E Job Training					
In-Kind Contributions					
RISE					
RED					
Other					

EXHIBIT D - JOB OBLIGATIONS

Recipient: Hormel Foods Corporation and Burke Marketing Corporation

Community: City of Nevada Contract Number: 19-HQJP-007

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the "Employment Base" column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the "Total Job Obligations" column.

Employment Base	Jobs To Be Created	Total Job Obligations
339	210	549
\$24.06		
\$24.95 (120%)		
83	52	135
\$41.69		Medical College
	339 \$24.06 \$24.95 (120%)	339 210 \$24.06 \$24.95 (120%) 83 52

Notes re: Job Obligations

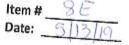
- When determining the number of jobs at or above the qualifying wage, wages will include only the
 regular hourly rate that serves as the base level of compensation. The wage will not include
 nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock
 options, pension, retirement or death benefits, unemployment benefits or other insurance, or other
 fringe benefits.
- 2. Employment Base includes 0 "Retained Jobs".

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider "Full-time Equivalent (FTE) Job" to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$1,250 for single coverage or \$2,500 for family coverage.





BURKE CORPORATION

1516 South D Avenue - PO Box 209 - Nevada, IA 50201 - 800.654.1152 - BurkeCorp.com

April 24, 2019

Matt Mardesen City of Nevada, City Administrator 1209 6th Street Nevada, IA 50201

Dear Matt & City of Nevada,

We are very excited about our progress on our construction project in Nevada. Although Mother Nature did not deliver a kind construction winter, we are still confident we should have our expansion up and running in the summer of 2020. One area of concern that we are currently facing is the provision of temporary parking that is needed. Our challenge is to accommodate our team members but still allow our construction process to continue, all while keeping Burke team members, construction team members, and our neighbors and community safe. To this extent, we would like to request consideration for Burke to install a temporary parking surface adjacent to our property. Burke and Hertz Farm Management have entered into a verbal agreement allowing Burke to utilize a portion of the Hertz property for temporary parking, pending City approval.

We understand gravel is not an approved parking surface but ask for an exemption based on our project circumstances and the short duration of time that we anticipate needing the temporary parking situation. Please understand that we have examined all other possible parking configurations and arrangements in this process. We are only requesting an exemption to the gravel rule as we were not able to develop a construction and parking configuration that delivered on our ability to keep safety our #1 priority while providing 24 hour access to the facility for our team.

I have attached an outline of our intentions and a schematic of the area as discussed between Burke and Hertz Farm Management. Thank you for your consideration.

Sincerely,

Chad Randick President

Burke Corporation

Chad Randish

515-382-8401

Burke Temporary Parking Outline, 4/24/19

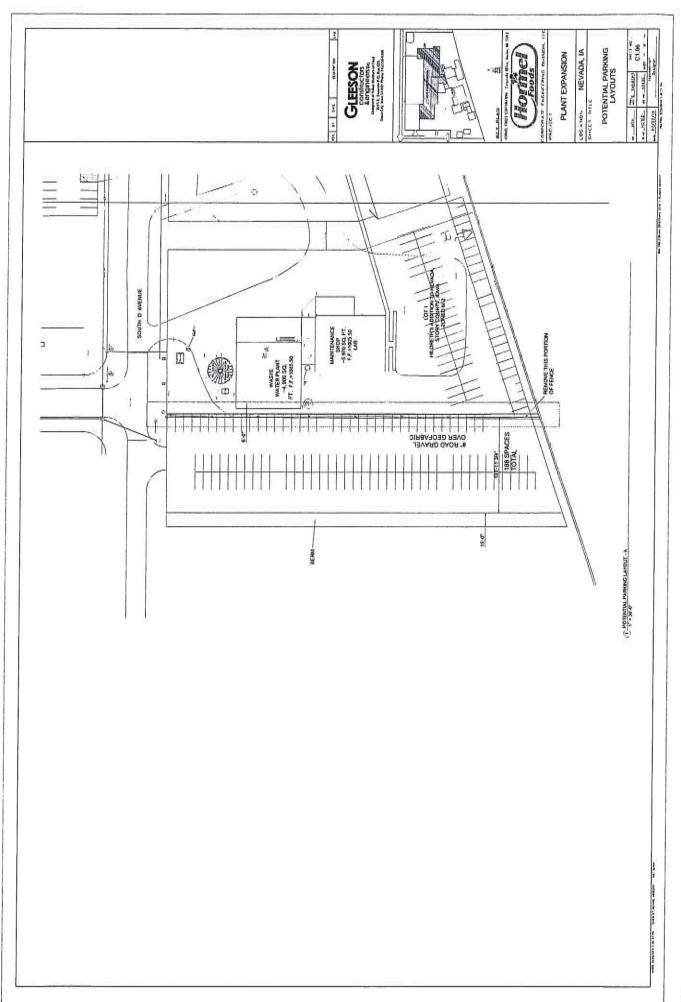
- Agreement in principle has been reached between Burke and Hertz Farm Management to allow Burke team members to temporarily park passenger vehicles on a portion of the Hertz property, pending City approval and an acceptable lease arrangement.
- Lease between Burke and Hertz would allow temporary parking on approximately 1.1 acres of
 Hertz land; passenger vehicles only. At Burke's expense, Burke will prepare a temporary gravel
 parking area and then return the land to its original condition at the completion of Burke's
 expansion parking availability. Burke and Hertz have selected a 3rd party agricultural expert to
 remain involved with the project to ensure land is minimally disturbed and then returned in
 suitable agricultural condition.
- Burke would install temporary lighting and security/safety cameras on Burke property as needed to cover the area and ensure area is well lit, under surveillance, and safe at all times.
- Anticipated timeline of use is below. I have listed what we would consider our desired and best
 case scenario, as well as what we would consider our worst case scenario should weather or
 other delays arise. However, under all scenarios, our intention would be to use the temporary
 parking for as short of a term as possible and we intend to return the land back to original
 condition as soon as possible once we are finished with the temporary parking need.

Estimated Best Case and Desired Timeline:

- o May 2019; receive City approval and begin preparing area for temporary parking
- July 2019; anticipate needing area to park as Burke parking lot is removed
- o October 2019: Burke parking lot is completed and temporary parking no longer needed
- o October/November 2019; begin process of bringing land back to original use condition

Estimated Worst Case Timeline:

- May 2019; receive City approval and begin preparing area for temporary parking
- Based on construction and/or weather delays, parking is not needed until Aug/Sept 2019; note: not anticipating a delay at the present moment, we would still begin preparing the area shortly after receiving City approval
- With the assumption that construction delays push back the completion of the Burke expansion parking surface to the Spring of 2020, we could need the temporary parking surface until this time
- May/June 2020; begin process of bringing land back to original use condition
- Attached, please find schematic for the temporary parking area, pending City approval.



Item#	8	F	
Date: _	5/	3	19

City of Nevada

Neighborhood Improvement Incentive Program 2018 – 2019 Application

Overview

Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Nevada to strengthen their neighborhood's appearance, to promote the area to visitors, and to improve the quality of life.

Eligible Applicants:

 Eligible applicants are property owners of residential or commercial property in the city limits of Nevada who are committed to improve neighborhoods, promote the area, and improve the quality of life.

Eligible Projects to be Considered for Funding:

- Projects that demolish a residential or commercial structure, including capping utilities, grading and seeding the area, and for the City to acquire property.
 Options:
 - A. Maintain ownership demolish structure, including capping utilities, grading and seeding the area. Grants will be awarded on a minimum 50/50 cash match basis. Also, grants are set up on a reimbursement basis and payable upon completion of the project. Maximum request is \$10,000, minimum request is \$500.00.
 - B. Transfer property to City costs to the City cover title opinion, transfer of deed, and any other legal costs for the City to acquire the property. The property owner makes an offer of a gift of property to the City.
- Projects must be completed within the one fiscal year of which the project is approved for.
- Before and after pictures are required for funding.
- Work is done by a licensed professional who is permitted and inspected to do such work.

Grant Application Process:

- Written bid(s) for each expense must be attached to your application.
- The City Administrator and the Building and Zoning Official will make final recommendations to the City Council regarding which projects should be funded.

For More Information/Questions:

Contact the City Administrator, City Clerk or Building and Zoning Official at 515-382-5466.

Applicant Information Organization Name:	Project Name: 4th St Demo
Contact Person: Miginia Tehnison	Mailing Address: <u>四辺の ロた</u> うナ
City, State, Zip: Assade, FA 54201	_Daytime Phone Number: 5/5-2/2-/087
Fax:	E-mail: Sensymohnson @ hot mant com
Total Project Cost: \$ <u>17,300</u> Project Address: <u>パタリオガ426</u> 45	_Amount requesting from this grant program: \$_86.50
Project Description: 413 5+ Demo	

Peebles Enterprise LLC

1324 Apache St Nevada, IA 50201 (515) 520-4447

Invoice

BILL TO

1420 4th St

Nevada, IA 50201

DATE 05/07/2019 PLEASE PAY \$17,300.00

DUE DATE 06/06/2019

LOCATION

1424 & 1426 4th St, Nevada

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/07/2019	Service	Demo and disposal of 1424 and 1426 4th St	1	15,200.00	15,200.00
05/07/2019	-Service	Disconnect and Cap Water & Sewer on 1424 and 1426 4th St	1	2,100.00	2,100.00

Here's your invoice! We appreciate your prompt payment.

Thanks for your business! Peebles Enterprise LLC TOTAL DUE

\$17,300.00

THANK YOU.

Part /19 5/1/19 Chuch Perbler

Beacon Story County, IA/City of Ames

Summary

Story County Assessor

Sec-Twp-Rng

Brief Tax Description

BURRIS ADD BLOCK: 18 LOT: 28 NEVADA

Primary Class Primary Zoning Residential Click here for the zoning map

Secondary Zoning **Zoning Overlay**

N/A N/A N/A

Secondary Zoning Overlay **Gross Acres Net Acres**

0.00 0.00 6/29/2017

Last Transfer Recording Date Deed Book/Page

2017-06447 (6/29/2017)

(Instr. Date)

Contract Book/Page (Instr. Date) **Taxing District**

NEVADA CITY/NEVADA SCH

School District TIF/UR District NEVADA COMMUNITY SCHOOL

Drainage District N/A Property ID Map ID

11-06-385-660 11-06-385-660 1424 4TH ST

Property Address

NEVADA

Click to View/Print 2018 Property Record Card

Owner

Deed Holder

JOHNSON, VIRGINIA N 1420 4TH ST

NEVADA IA 50201-1313

Contract Holder

Malling Address JOHNSON, VIRGINIA N 1420 4TH ST NEVADA IA 50201-1313

Change mailing address Transfer Homestead or Military

Land

Lot Area

Lot Dimensions Regular Lot: 60.00 x 140.00 0.19 Acres; 8,400 SF

Residential Dwellings

Residential Dwelling

Occupancy

Single-Family / Owner Occupied

Style Architectural Style Year Bullt

Salvage N/A 1900

Condition Observed Grade N/A Roof Asphalt / Gable Flooring Carpet / Tile Foundation Stone

Exterior Material Interior Material

Plaster/Drywall/Paneling

Composite

Brick or Stone Veneer

First Floor (GLA) 676 SF Second Floor (GLA) 0 SF Gross Living Area 676 SF Attic Type None: Number of Rooms 4 above: 0 below

Number of Bedrooms 2 above; 0 below Basement Area Type None

Total Basement Area Basement Finished Area

Plumbing 1 Full Bath;

Appliances Central Air

No

Heat **Fireplaces**

Porches 15 Frame Enclosed (70 SF):

Decks

Additions

576 SF (24F W x 24F L) - Det Frame (Built 1978);

Garages Main Area Square Feet

Sales

Date Seller Buyer 6/29/2017 PETERSON, MICHAEL D & ARLYSS JOHNSON, VIRGINIA N

Sale Condition - NUTC 2017-06447 Quit Claim Deed

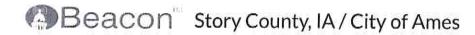
Multi Parcel

Type

Deed

Amount

\$0.00 P.97



2017-06446 (6/29/2017)

Summary

Story County Assessor

Sec-Twp-Rng Brief Tax Description

BURRIS ADD \$45' LOT 30 BLK 18 **Primary Class** Residential

Primary Zoning Click here for the zoning map.

Secondary Zoning N/A Zoning Overlay N/A Secondary Zoning Overlay N/A **Gross Acres** 0.00 Net Acres Last Transfer 6/29/2017

Recording Date Deed Book/Page

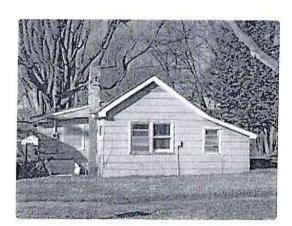
(Instr. Date)

Contract Book/Page

(Instr. Date) **Taxing District** NEVADA CITY/NEVADA SCH School District NEVADA COMMUNITY SCHOOL

TIF/UR District

Drainage District N/A



Property ID 11-06-385-680 Map ID 11-06-385-680 Property Address 1426 4TH ST

NEVADA

Click to View/Print 2018 Property Record Card

Owner

Deed Holder JOHNSON, VIRGINIAN 1420 4TH ST NEVADA IA 50201-1313 Contract Holder

Mailing Address JOHNSON, VIRGINIA N 1420 4TH ST NEVADA IA 50201-1313

Change mailing address Transfer Homestead or Military

Land

Lot Dimensions Regular Lot: 45.00 x 140.00 0.15 Acres; 6,300 SF Lot Area

Residential Dwellings

Residential Dwelling

Occupancy Single-Family / Owner Occupied

Style Salvage Architectural Style N/A Year Built 1900 Condition Observed Grade N/A Roof

Asphalt / Gable Flooring Carpet / Vinyl Foundation Stone Exterior Material Composite Interior Material Drywall

Brick or Stone Veneer

First Floor (GLA) 706 SF Second Floor (GLA) OSF **Gross Living Area** 706 SF Attic Type None:

Number of Rooms 4 above; 0 below Number of Bedrooms 2 above; 0 below

Basement Area Type None **Total Basement Area Basement Finished Area**

Plumbing 1 Full Bath;

Appliances

Central Air No Heat Yes

Fireplaces **Porches** Decks Additions Garages

Main Area Square Feet

Sales

Multi Recording Sale Condition - NUTC Type 6/29/2017 PETERSON, MICHAEL D & ARLYSS J JOHNSON, VIRGINIA N 2017-06446 Quit Claim Deed Deed \$0.00 P.98 2/18/2002 LAURIDSEN TODD LA CICCONE GINA PETERSON MICHAEL D.& ARLYSS I. 02-02862 Normal Deed \$20,500,00



Item #<u>96</u> Date: <u>5 [13 [9</u>

RESOLUTION NO. 053 (2018/2019)

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the South D Avenue Paving Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by HR Green, Inc. (the "Project Engineers"), which may be hereafter referred to as the "South D Avenue Paving Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

- Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.
- Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.
- Section 3. June 10, 2019, at 6:00 p.m., at the Council Chambers, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.
- Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SOUTH D AVENUE PAVING PROJECT

Notice Is Hereby Given: That at 6:00 p.m., at the Council Chambers, Nevada, Iowa, on June 10, 2019 the City Council of the City of Nevada, Iowa (the "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed South D Avenue Paving Project (the "Project").

The Project shall consist of the construction of 9" PCC Pavement with integral curb, storm sewer, and associated work on and along the following segment of street in the City of Nevada, Story County, Iowa:

South D Avenue from 11th Street to 14th Street.

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

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

Kerin Wright City Clerk

- Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 1:00 p.m. on June 5, 2019, at the office of the City Clerk, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. June 10, 2019 at 6:00 p.m., at the Council Chambers, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.
- Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.
- Section 7. The City Clerk is hereby directed to give notice of the bid letting for the Project by posting a notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

(Form of Notice to Bidders)

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

SOUTH D AVENUE PAVING PROJECT CITY OF NEVADA, IOWA

<u>Time and Place for Filing Sealed Proposals.</u> Sealed bids for the work comprising the improvement as stated below must be filed before 1:00 P.M. on June 5, 2019 in the Office of the City Clerk, 1209 6th Street, Nevada, IA 50201.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 1:00 P.M. on June 5, 2019 in the Office of the City Clerk for consideration by the City Council of City of Nevada at its meeting on June 10, 2017 at 6:00 P.M., in the Council Chambers, 1209 6th Street, Nevada, IA 50201. The City of Nevada reserves the right to reject any and all bids.

The City of Nevada, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed, Notice to Proceed shall be no later than June 24, 2019, work shall be substantially complete on or before November 1, 2019, and shall be fully completed on or before December 1, 2019. Damages in the amount of Five Hundred & 00/100 (\$500.00) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to Ten (10) percent of the total amount of the bid.

Contract Documents. Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 5525 Merle Hay Rd., Ste. 200, Des Moines, Iowa 50131, Ph: 515-278-5295 or e-mail request to kmuhlena@hrgreen.com. Plans and Specifications are available at no cost.

<u>Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement.</u> A public hearing will be held by the City Council of the City of Nevada on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on June 10, 2019 in the Council Chambers, 1209 6th Street, Nevada, IA 50201.

<u>Preference of Products and Labor.</u> Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown

Nevada/420131/NHL (South D Ave)

and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statues.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Nevada will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

General Nature of Public Improvement. Construction of the following: South D Avenue from 11th Street to 14th Street – 9" PCC Pavement with integral curb, storm sewer, and associated work.

This Notice is given by authority of the City of Nevada, Iowa

Kerin Wright, City Clerk City of Nevada, Iowa Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved May 13, 2019.

	Brett Barker, Mayor	
Attest:		
Kerin Wright, City Clerk		

	••••	
	On motion and vote, the meeting adjourned.	
	Bi	ett Barker, Mayor
Attest:	:	
Kerin !	Wright City Clark	
SOUTHAND AND THOUGH IN T		rett Barker, Mayor

ATTESTATION CERTIFICATE:

STATE OF IOWA	
COUNTY OF STORY	
CITY OF NEVADA	

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the South D Avenue Paving Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this	day of	, 2019.
	Kerin Wrig	ght, City Clerk

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the South D Avenue Paving Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this day	, 2019.	
	Kerin Wright, City Clerk	ŝ

(Attach here publisher's affidavit of publication of Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the South D Avenue Paving Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this day of	, 2019.
	Kerin Wright, City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE - SPONSORED INTERNET SITE:

(Attach here a screenshot of the date of such posting.)	he Notice to Bid	ders, as post	ed, from the Cit	ty's websit	e, showing
		Kerin W	right, City Clerk		
WITNESS MY HAND	this day of		, 2019.		
I, the undersigned, City the resolution of its City Coun Project, the Notice to Bidde, 2019.	cil setting the da ers provided fo	te of the bid r therein wa	letting for the So as posted on the	outh D Ave	enue Paving
COUNTY OF STORY CITY OF NEVADA	SS:				
STATE OF IOWA					



May 8, 2019

VIA EMAIL

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

South D Avenue Paving Project

Our File No. 420131

Dear Kerin:

We have prepared and attach the necessary proceedings to enable the City Council to act at the May 13, 2019 meeting to set a date, time and place for the hearing and letting for the South D Avenue Paving Project.

The materials attached include the following items:

- 1. Resolution setting the date for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Section 4 of the Resolution; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Section 7 of the Resolution.
 - Attestation Certificate attesting to the validity of the transcript.
- Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be <u>published at least once</u>, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is June 6, 2019. As soon as the notice appears in the newspaper, please email or fax a copy to our office. Our fax number is (515) 283-1060.

4. Posting Certificate covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.



The Notice to Bidders must be posted in each of the following three places:

- (i) in a relevant contractor plan room service with a statewide circulation;
- (ii) in a relevant construction lead generating service with a statewide circulation; and
- (iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is May 23, 2019. The Notice to Bidders should be provided to the Construction Update Network by no later than May 22, 2019.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the engineer will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the City will post the Notice to Bidders on the City's website.

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

If you have any questions, please contact Emily Hammond or me.

Best regards,

John P. Danos

Attachments

cc: Matt Mardesen Larry Stevens

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

420131 (NHL)

Nevada, Iowa

May 13, 2019

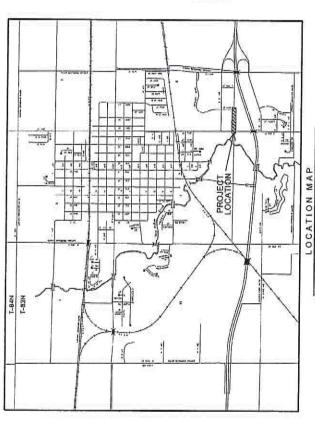
The City Council of the City of Nevada, Iowa, met at the Council Chambers, Nevada, Iowa, on May 13, 2019, at 6:00 p.m. The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present:		
Absent:		
Council Member its adoption, seconded by Cou	introduced the re uncil Member the question upon the adopt	proposed South D Avenue Paving Project resolution next hereinafter set out and move After due consideration therecaption of the said resolution and the roll bein
Ayes:		
Nays:		
Whereupon, the Mayor	declared the said motion d	duly carried and the said recolution adopted

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

SOUTH D AVENUE PAVING IMPROVEMENTS CITY OF NEVADA

CITY OF NEVADA, IOWA 2019



Pavement Markings and Traffic Signing Pareses Invited and Traffic Signing Pareses Pareses of Staking and Journing Sheets Lecents, Staking and Journal Sheets Neissene Ties, Danck Stats and Marksonial Control raffic Control and Staging Sheets Traffic Control Plan and Staging ypical Cross Sections and Details Typical Gross Sections and Details uantities and General Information Subsole Plan Sheets & Compliance Tabulation Mainline Cross Sections Gross Sections Estimated Project Quantities and Tabulations Cainline Plan & Profile Sheets South D Arrestor Plan, and Profile Sheets INDEX OF SHEETS Storm Sever Sheets Sidewalk Sheets rvey Sheets Sheets Sheets Sheets

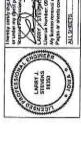
HR GREEN PROJECT NUMBER: 180461 IOWA DOT PROJECT NUMBER: RM-5405(612)-9D-85

THE ZOIN DRAW STANDARD SPECIFICATIONS FOR PUBLIC INPROFIDENCES MANUEL SHALL APPLY TO COMERCITAN ON THIS PROJECT.

STORY COUNTY



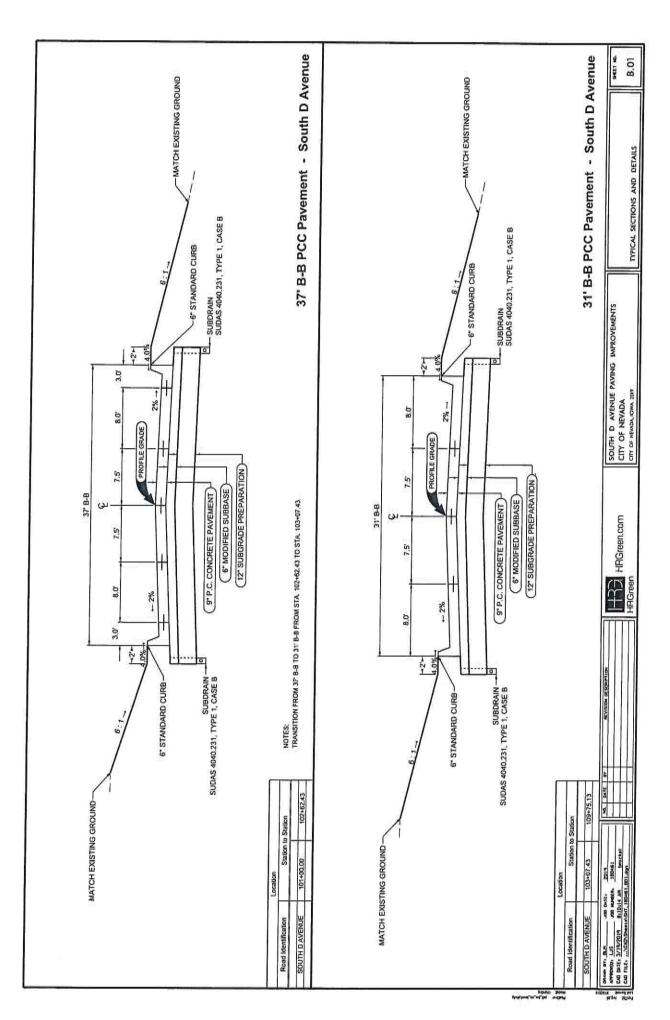
で見る CITY OF NEVADA



5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, 10WA 50131-1448 Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com



		RIGHT OF WAY LEGEND		▲ Proposed Right of Way	△ Existing Right of Was	Existing and Proposed Bode of No.				Easoment	- Property Line																									Legend And Symbol	Information of the	Information Sheet	(Symbols are Typical Only)
IOWA 1-CALL# 1-800-292-8989		UTILITY LEGEND		GH 266-1315 Soute JP Gelbanterergycom	SOCIETATION OF THE PARTY OF THE	Neclector - Coble 17 + Fiber Tits Advector			Cels Teleptore Company	640 307-202 - 544 fings.					When public series from	the reposability of the contractor is really the owner of those utilities prior to the beginning of any contraction.	structures and stilled have been posted from entersary modification of services. Undergrand Satisface, comidend Approach the been posted from entities, comidend Approach to some its in some in the service of the serv	It is the contractor's reportibility to determine the enterior are estatores of with presently not known or show, claims for additional conformation will be allowed to the restource are exact location and to world damage therein, by	he contractor is required to quility the utility one-call menter at 1901-272-6989 at least 40 hours need a	The state of the project.	we above thinly comparies are brean to have facilities on the project.	when stilly conflicts are being resolved by each respective utility company. Utility conflicts discovered during construction all be addressed at the time of discovery.	Notify utility compares prov to commercing vert. Avoid damage to utilities and services during construction. Apair any damage totals by the contractor's companions on the contractor.	corparies during construction.	extends utilities from on the plans are based on information provided by the utility coapary. The Contractor shall notify that by Cooparts interchantly after the search of Dontract to develop a service state.	for their slags of such to identify and mashed actual conflicts with the entiting stripties.	conflict will be resident and transference but such conflict will be resolved. Franks the utility action plans to the	It is extilitization that were recent solar and	respective utility. Coordinate with the respective authors in the public R.M. may require relocation by the life a surner that will present project delign. Include constitution activities for an anomaly power poles as it is done to a surner that will present project delign. Include constitution activities for experience.	continuos action plans.	research support for estaing utility lites and poles that are proporties during construction until backfilling. It complets.	There may be existing utilates services at a station depth underneath the paresent. Condustic with the respective utilities in the benefit and about replacing of eccessary services so they are done in a stanger that will present non-ser-	coordination action plans.						SOUTH D AVENUE PAYING IMPROVEMENTS
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SOUTH D AVENUE FAVING IMPROVEMENTS CITY OF NEVADA OTF OF HENCH, DAY 309

ESTANATE OF QUANTITIES AND GENERAL INFORMATION

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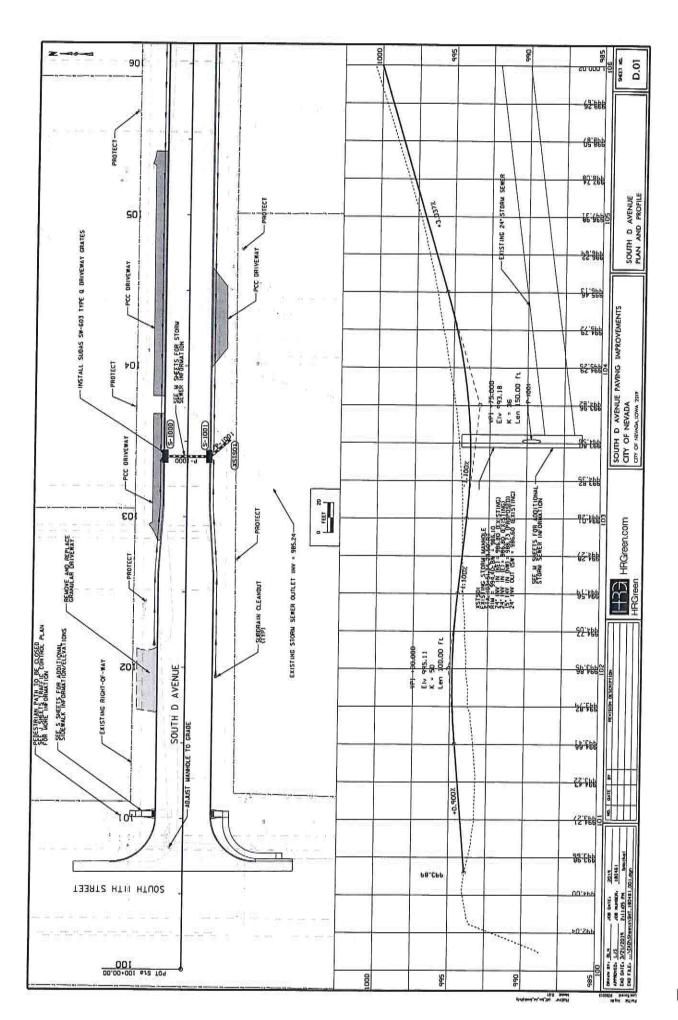
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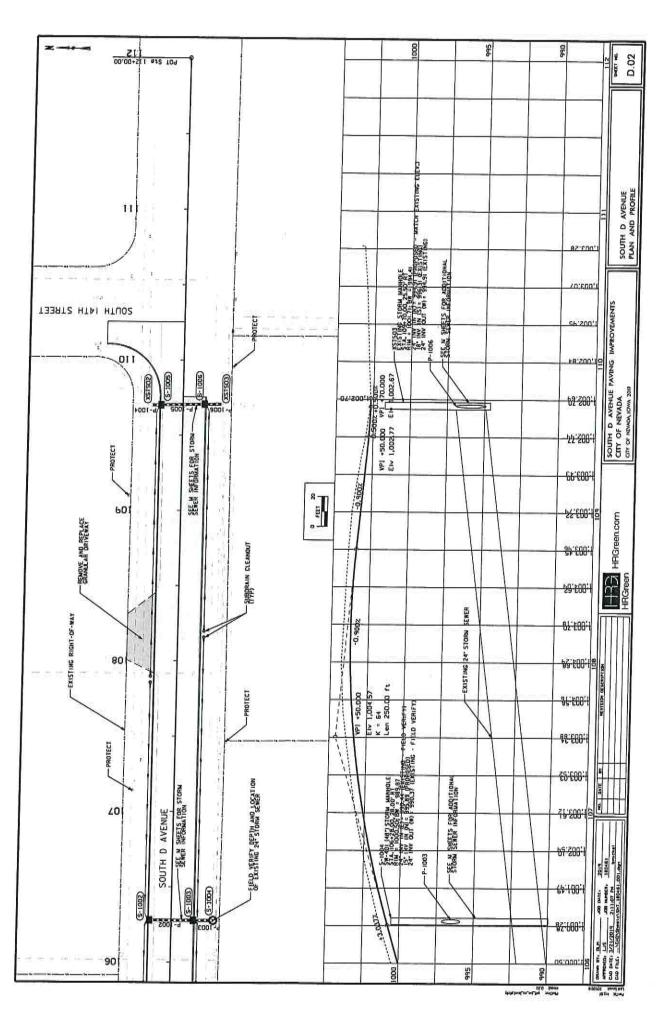
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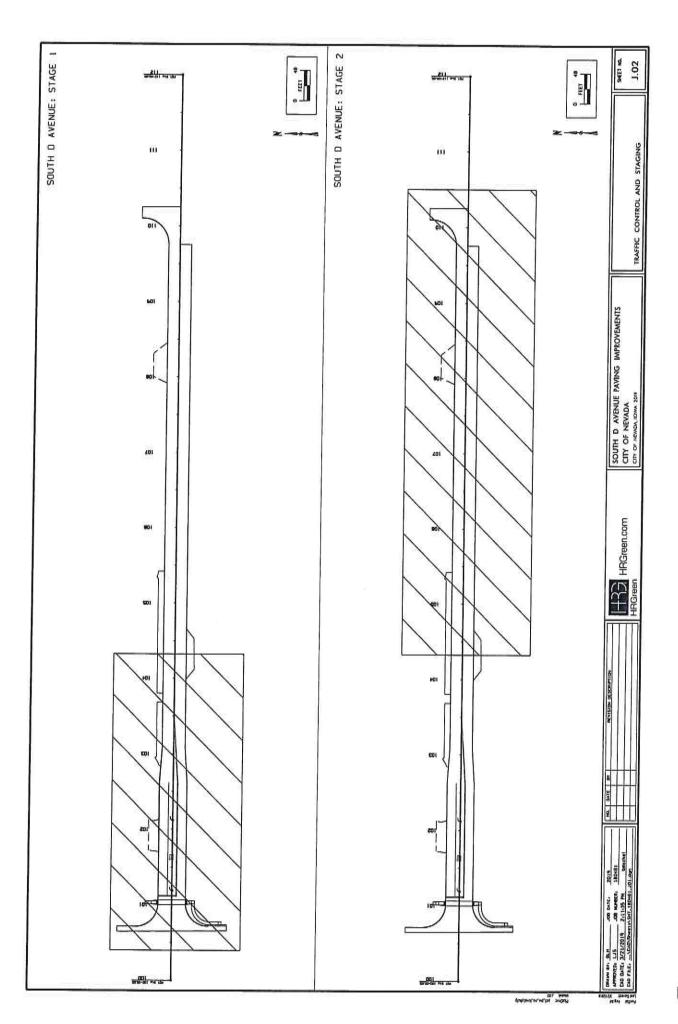
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Specification N	lo

SPECIFICATIONS FOR

SOUTH D AVENUE PAVING CITY OF NEVADA, IOWA

RM-5405(612)--9D-85

HR GREEN, INC. PROJECT NO. 180461

OWNERSHIP OF DOCUMENT

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of HR Green, Inc. and is not to be used, in whole or in part, for any other project without the written authorization of HR Green, Inc.

South D Avenue Paving City of Nevada, Iowa RM-5405(612)--9D-85

SPECIFICATIONS FOR SOUTH D AVENUE PAVING CITY OF NEVADA, IOWA

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GENERAL REQUIREMENTS OF THE CONTRACT

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

PROPOSAL

BID BOND

TARGETED SMALL BUSINESS (TSB) AFFIRMATIVE ACTION RESPONSIBILITES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

CONTRACT

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS
This project is based on 2019 Edition of
The SUDAS Standard Specifications
unless modified herein.

South D Avenue Paving City of Nevada, lowa RM-5405(612)--9D-85

CONTRACT South D Avenue Paving City of Nevada, Iowa

THIS CONTRACT, made and entered into this day of, 2019, by and between the City of Nevada, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and , hereinafter called the "Contractor".
WITNESSETH:
The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest Edition of the Urban Standard Specifications for Public Improvements, as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.
This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing for the following described improvements:
PCC paving, storm sewer, and associated work on South D Avenue from 11th Street to 14th Street.
The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of dollars (\$),
which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed, work shall be substantially complete on or before November 1, 2019, and shall be fully completed on or before December 1, 2019, and to pay liquidated damages for noncompliance with said completion provisions at a rate of Five Hundred & 00/100 Dollars (\$500.00) dollars for each calendar day that the work remains incomplete.

HR Green, Inc. Project No. 180461

South D Avenue Paving City of Nevada, Iowa RM-5405(612)--9D-85

IN WITNESS WHEREOF, the Parties hereto have exwritten.	xecuted thi	s instrument, in triplicate on the date first shown
JURISDICTION: City of Nevada, Iowa	CON	TRACTOR:
By Brett Barker, Mayor		
(Seal) ATTEST:	Ву	Contractor's Authorized Agent Name, Contractor's Authorized Agent Title
Kerin Wright, City Clerk	8	Print Name, Title
		Street Address
		City, State, Zip Code
		Telephone
CONTRACTOR PUBLIC REGISTRATION INFORM	ATION To	Be Provided By:
 All Contractors: The Contractor shall enter its Commissioner of Labor pursuant to Section 91C. 	Public Re 5 of the low	gistration No issued by the lowa
 Out-of-State Contractors: A. Pursuant to Section 91C.7 of the Iowa Code, ar excess of five thousand dollars in value in Iowa department of workforce development. The information. Prior to contract execution, the Experiment of Workforce Development as notion responsibility to comply with said Section 91C. 	a, shall file a e contracte Engineer ma fication of p	a bond with the division of labor services of the or should contact 515-242-5871 for further ay forward a copy of this contract to the lowal bending construction work. It is the contractor's

CONTRACT

amended, governing foreign corporations. For fu Office at 515-281-5204.	tional Engineer a certificate from the Secretary of the he provisions of Chapter 490 of the Code of Iowa, or as orther information contact the Iowa Secretary of State
Bond No Name of Surety	
NOTE: All signatures on this contract must be orig any signature will not be accepted. CORPORATE ACKNOWLEDGMENT	inal signatures in ink; copies or facsimile of
State of) SSCounty)	
On thisday of, 20, before me of, personally appearedknown, who, being by me duly sworn, did say that they are, respectively, of the corporation execution execution and the produced by the personal efficient the personal	, the undersigned, a Notary Public in and for the State and .tome
on behalf of the corporation by authority of this Board of D	oration; that said instrument was signed (and sealed) irectors; that and
corporation, by it and by them voluntarily executed.	strument to be the voluntary act and deed of the
Notary Put My commi	olic in and for the State of,20
CONTRACT ATTACHMENT: ITEM 1: GENERAL - None	

CONTRACT

- 3 -

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. BASED ON BIDS RECEIVED, THE CITY RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	ON-SITE TOPSOIL STRIPPED, SALVAGED, AND SPREAD	CY	610		
2	CLASS 10 EXCAVATION	CY	1700		
3	CLASS 13 EXCAVATION	CY	870		
4	SUBGRADE PREPARATION	SY	4013		
5	SUBBASE, MODIFIED, 6"	SY	4013		
6	STORM SEWER, TRENCHED, RCP, 15"	LF	90		
7	STORM SEWER, TRENCHED, RCP, 24"	LF	46	,	
8	SUBDRAIN, TYPE 1 (LONGITUDINAL SUBDRAIN), PVC, 6"	LF	1513		
9	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	6		
10	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	10		
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12	STORM SEWER INTAKE, SW-501	EA	4		
13	STORM SEWER INTAKE, SW-505	EA	2		
14	MANHOLE ADJUSTMENT	EA	1		
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16	REMOVAL OF SIDEWALK	SY	7		
17	SIDEWALK, PCC, 4"	SY	26		
18	SIDEWALK, PCC, 6"	SY	12		
19	DETECTABLE WARNINGS	SF	16		
20	DRIVEWAY, PAVED, PCC, 8"	SY	262		
21	DRIVEWAY, GRANULAR	SY	146		
22	PAVEMENT REMOVAL	SY	175		****
23	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	8		
24	PAINTED SYMBOLS AND LEGENDS	EA	3		
25	TEMPORARY TRAFFIC CONTROL	LS	1		

CONTRACT -4-

HR Green, Inc. Project No. 180461

South D Avenue Paving City of Nevada, lowa RM-5405(612)--9D-85

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
26	SEEDING, FERTILIZING, AND MULCHING	AC	0.6		**
27	SWPPP-PREPARATION	LS	1		
28	SWPPP-MANAGEMENT	LS	1		
29	SILT FENCE	LF	1700		
30	MOBILIZATION	LS	1		
OTAL	_ ITEM 1 - 30				\$

Item#<u>5</u>H Date: <u>5 | 3 | 9</u>

RESOLUTION NO. 054 (2018/2019)

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the W Avenue Paving Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by HR Green, Inc. (the "Project Engineers"), which may be hereafter referred to as the "W Avenue Paving Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

- Section I. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.
- Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.
- Section 3. June 10, 2019, at 6:00 p.m., at the Council Chambers, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.
- Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE W AVENUE PAVING PROJECT

Notice Is Hereby Given: That at 6:00 p.m., at the Council Chambers, Nevada, Iowa, on June 10, 2019 the City Council of the City of Nevada, Iowa (the "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed W Avenue Paving Project (the "Project").

The Project shall consist of the construction of 7" PCC Pavement with integral curb, storm sewer, water main, and associated work on and along the following segment of street in the City of Nevada, Story County, Iowa:

W Avenue from 10th Street to 11th Street.

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

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

Kerin Wright City Clerk

- Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 1:00 p.m. on June 5, 2019, at the office of the City Clerk, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. June 10, 2019 at 6:00 p.m., at the Council Chambers, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.
- Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.
- Section 7. The City Clerk is hereby directed to give notice of the bid letting for the Project by posting a notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

(Form of Notice to Bidders)

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

W AVENUE PAVING PROJECT CITY OF NEVADA, IOWA

<u>Time and Place for Filing Sealed Proposals.</u> Sealed bids for the work comprising the improvement as stated below must be filed before 1:00 P.M. on June 5, 2019 in the Office of the City Clerk, 1209 6th Street, Nevada, IA 50201.

<u>Time and Place Sealed Proposals Will be Opened and Considered.</u> Sealed proposals will be opened and bids tabulated at 1:00 P.M. on June 5, 2019 in the Office of the City Clerk for consideration by the City Council of City of Nevada at its meeting on June 10, 2017 at 6:00 P.M., in the Council Chambers, 1209 6th Street, Nevada, IA 50201. The City of Nevada reserves the right to reject any and all bids.

The City of Nevada, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed, Notice to Proceed shall be no later than June 24, 2019, work shall be substantially complete on or before November 1, 2019, and shall be fully completed on or before December 1, 2019. Damages in the amount of Five Hundred & 00/100 (\$500.00) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to Ten (10) percent of the total amount of the bid.

<u>Contract Documents.</u> Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 5525 Merle Hay Rd., Ste. 200, Des Moines, Iowa 50131, Ph: 515-278-5295 or e-mail request to kmuhlena@hrgreen.com. Plans and Specifications are available at no cost.

<u>Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement.</u> A public hearing will be held by the City Council of the City of Nevada on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on June 10, 2019 in the Council Chambers, 1209 6th Street, Nevada, IA 50201.

<u>Preference of Products and Labor.</u> Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown

and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statues.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Nevada will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

General Nature of Public Improvement. Construction of the following: W Avenue from 10th Street to 11th Street – 7" PCC Pavement with integral curb, storm sewer, water main, and associated work.

This Notice is given by authority of the City of Nevada, Iowa

Kerin Wright, City Clerk City of Nevada, Iowa Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved May 13, 2019.

	Brett Barker, Mayor	
Attest:		

••	••
On motion and vote, the meeting adjourned	1.
	Brett Barker, Mayor
Attest:	
Kerin Wright, City Clerk	
Keim wiight, City Clerk	

ATTESTATION CERTIFICATE:

STAT	CE OF	F IO	WA	
COU	NTY	OF	STORY	
CITY	OFN	VEV	ADA	

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the W Avenue Paving Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this	day of	, 2019.	
	Kerin	Wright, City Clerk	

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA	
COUNTY OF STORY	
CITY OF NEVADA	

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the W Avenue Paving Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this day of _	, 2019.
	Kerin Wright, City Clerk

(Attach here publisher's affidavit of publication of Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA	
COUNTY OF STORY	SS:
CITY OF NEVADA	

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the W Avenue Paving Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this day of	, 2019.
	Kerin Wright, City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE - SPONSORED INTERNET SITE:

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		Ĩ	Kerin Wright, City Clerk	
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COU	JNTY OF STORY Y OF NEVADA	SS:		
STA	TE OF IOWA			



May 8, 2019

VIA EMAIL

Kerin Wright City Clerk/City Hall Nevada, IA

Re:

W Avenue Paving Project Our File No. 420131

Dear Kerin:

We have prepared and attach the necessary proceedings to enable the City Council to act at the May 13, 2019 meeting to set a date, time and place for the hearing and letting for the W Avenue Paving Project.

The materials attached include the following items:

- 1. Resolution setting the date for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Section 4 of the Resolution; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Section 7 of the Resolution.
 - 2. Attestation Certificate attesting to the validity of the transcript.
- Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be <u>published at least once</u>, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is June 6, 2019. As soon as the notice appears in the newspaper, please email or fax a copy to our office. Our fax number is (515) 283-1060.

4. Posting Certificate covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.



The Notice to Bidders must be posted in each of the following three places:

- (i) in a relevant contractor plan room service with a statewide circulation;
- (ii) in a relevant construction lead generating service with a statewide circulation; and
- (iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is May 23, 2019. The Notice to Bidders should be provided to the Construction Update Network by no later than May 22, 2019.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the engineer will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the City will post the Notice to Bidders on the City's website.

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

If you have any questions, please contact Emily Hammond or me.

Best regards.

John P. Danos

Attachments

cc: Matt Mardesen Larry Stevens

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

420131 (NHL)

Nevada, Iowa

May 13, 2019

The City Council of the City of Nevada, Iowa, met at the Council Chambers, Nevada, Iowa, on May 13, 2019, at 6:00 p.m. The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present:	
	Vi
Member adoption, seconded by the Council, the Mayo	introduced the resolution next hereinafter set out and moved its Council Member After due consideration thereof by put the question upon the adoption of the said resolution and the roll being amed Council Members voted:
Ayes:	
	
Whereupon, the	e Mayor declared the said motion duly carried and the said resolution adopted,

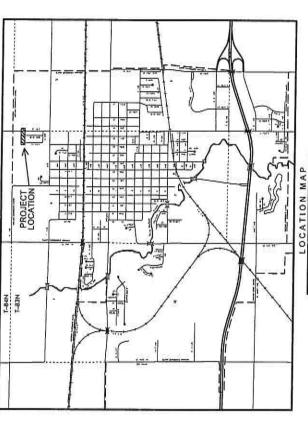
as follows:

W AVENUE PAVING IMPROVEMENTS

CITY OF NEVADA

CITY OF NEVADA, IOWA 2019

INDEX OF SHEETS



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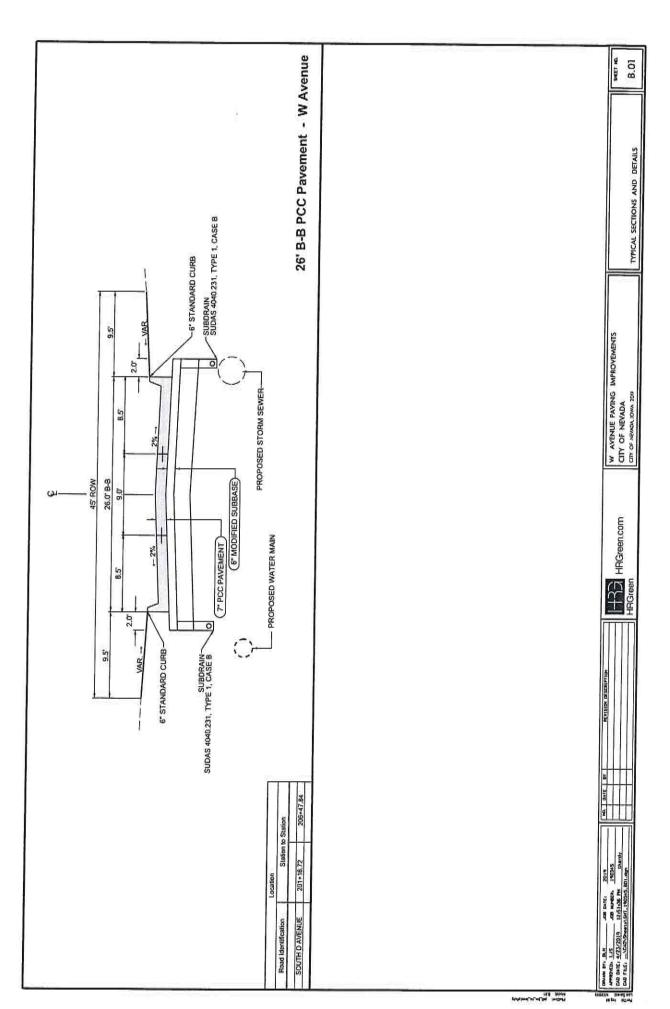
STORY COUNTY



5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, IOWA 50131-1448 Phone: 515.278.2913 | Tall Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com

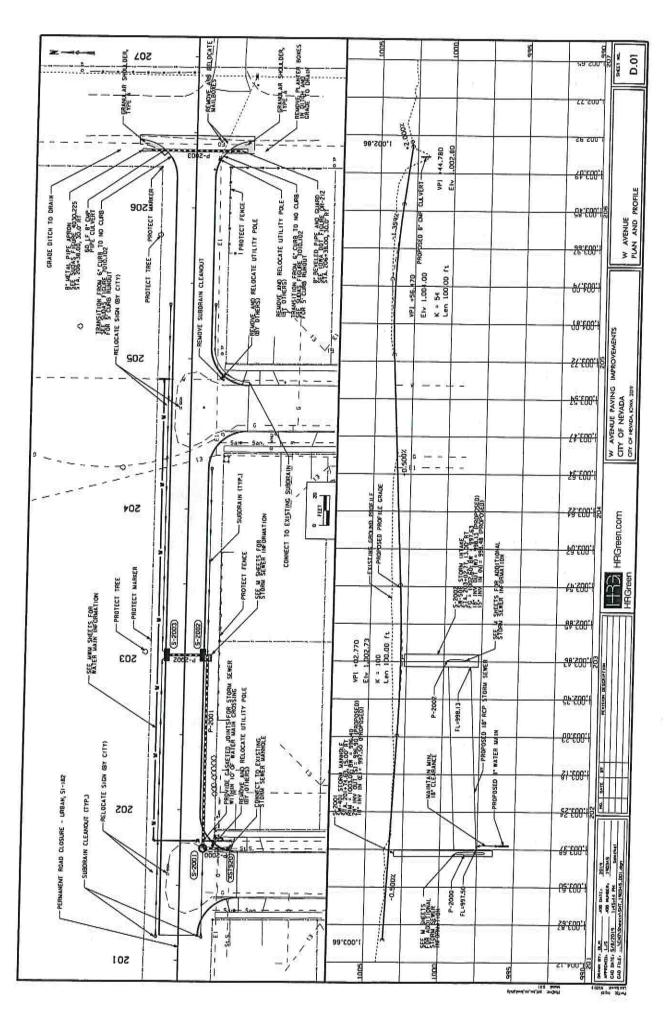
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Specification No.	

SPECIFICATIONS FOR

W AVENUE PAVING PROJECT CITY OF NEVADA, IOWA

> HR GREEN, INC. PROJECT NO. 190345

OWNERSHIP OF DOCUMENT

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of HR Green, Inc. and is not to be used, in whole or in part, for any other project without the written authorization of HR Green, Inc.

SPECIFICATIONS FOR W AVENUE PAVING PROJECT CITY OF NEVADA, IOWA

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INSTRUCTIONS TO BIDDERS
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SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

This project is based on 2019 Edition of The SUDAS Standard Specifications unless modified herein.

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Date: _	5	13	19

Resolution No. 055 (2018/2019) Removal of Street Lights on 10th Street and 10th Street Place Page 1 of 2

RESOLUTION NO. 055 (2018/2019)

RESOLUTION AUTHORIZING THE REMOVAL OF TWO STREET LIGHTS AT 10th STREET AND 10TH STREET PLACE FOR THE W AVENUE PROJECT

WHEREAS, The City Council of the City of Nevada has determined that it is in the best interest of the citizens to remove the street lighting to provide for the construction of W Avenue Project.

WHEREAS, there is currently two streetlights that need to be removed in order for the construction of W Avenue.

WHEREAS, it is necessary to remove two (2) 30' foot 5 wood poles with 80 watt LED lights with underground wiring.

THEREFORE BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that Alliant/IES Utilities, Inc. be authorized and is hereby directed to make the following changes in the existing system, at the locations described herein (as shown on the attached map made a part of this Resolution) according to the terms expressed in the existing street lighting contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM:

Add Number	Delete Number	Wattage or Lumen Rating	Type of Luminaire	Type and Height of Metal Pole	Overhead or Underground Wiring *
-	_ 2	_80 Watt	LED	30'	<u>UG</u>

^{*}If underground, type of installation. Alliant Energy work request number 4174453.

LOCATION OF NEW INSTALLATION OR CHANGES

2 – 30' 5 wood Poles with 80 watt LED lights at 10th Street and 10th Street Place, Nevada, IA will be removed for the W Avenue Project

Passed and approved by the City Council of the City of Nevada this 13th day of May, 2019.

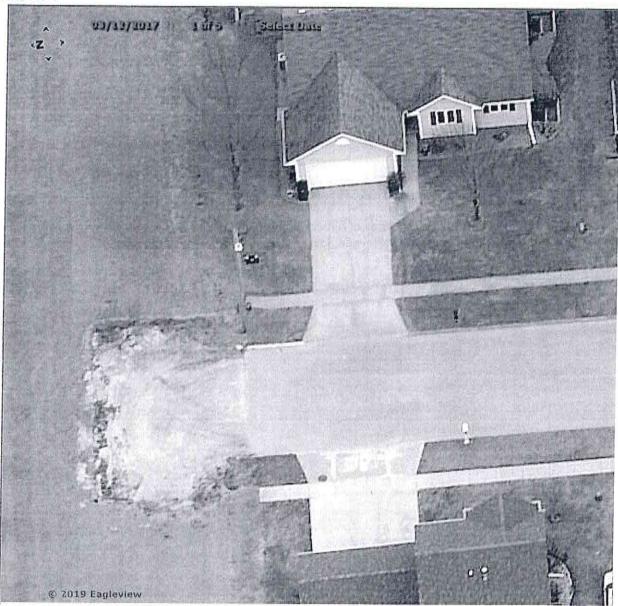
		Brett Barker, Mayor
Attest:		
	Kerin Wright, City Clerk	

Resolution No. 055 (2018/2019) Removal of Street Lights on 10th Street and 10th Street Place Page 2 of 2

Moved by adopted.	Counci	Member	_, seconde	ed by Cour	icil Membe	er _, tha	t Resolution	No. 055	(2018/2019) be
AYES: NAYS: ABSENT:	-									
The Mayor	declare	d Resoluti	on No. 055	(2018/2019	adopted.					
I hereby ce at the regul	rtify that ar Coun	the foreg	oing is a tru g of the City	e copy of a of Nevada	record of the lowa, held	ne adopt	ion of Resol 13 th day of M	ution No. lay, 2019.	055 (2018/20)19)
Kerin Wrigh			st street light res.d	oc						

Beacon™ Story County, IA / City of Ames

Pictometry



The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

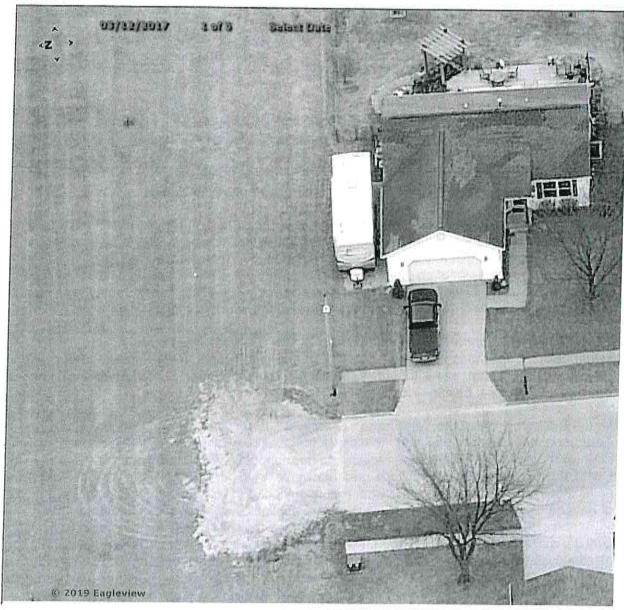
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Version 2.2.17



Beacon™ Story County, IA / City of Ames

Pictometry



The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.

Last Data Upload: 5/9/2019 9:39:11 AM

Version 2.2.17



City Administrator's Report as of May 9, 2019

- **Department Head Meeting:** Department Head meeting was held on Monday, April 15th at City Hall. Enclosed is a copy of the staff agenda in the council packet.
- Insurance meeting with Debbie Dean: On Tuesday, April 23rd, Kerin and I met with Debbie Dean, our health insurance broker. We were evaluating options and the possibility of being over 50 employees which could provide some additional plans for next year. We will be meeting again this spring after some inquires to Wellmark.
- D.A. Davidson Meetings: On April 24th, Kerin and I met with Michael Maloney to discuss the financial situation after learning of the Verbio property valuation. Michael is confident we will be able to support a recreation center but will wait until the legislative session is over before we calculate the financial projections into a spreadsheet. Overall, a good meeting as we review how the larger projects will impact future budgets and the need for a rate study evaluation.
- Story County Planning and Development Temporary Storage Plan: On April 29th, I meet with Jerry Moore and Amelia Schoeneman to discuss the possibility of sharing a temporary storage and processing site in the event of a natural emergency. Both organizations are looking to partner on a shared site in the event of an emergency. The county has some options outside of Nevada they are considering as well as incorporating city property if needed. Story County will continue to work on this plan and meet with us in the future as they get more information.
- Main Street Community Lunch and Learn: On April 30th, the Nevada Main Street hosted a lunch and learn about the upcoming application process and needed support for the project. There was a great turn out with some really thoughtful questions from the group. Overall a positive interaction with many of the local business leaders.
- Broadband Discussion with Colo Telephone: On May 6th, Larry Springer and Shane Bellon with Colo Telephone met with John Hall and I to discuss the possibility of incorporating fiber optics into the downtown as part of the upcoming project and throughout Nevada. Larry did show us a map that Colo Telco put together about 5 years ago that would have put fiber to all of Nevada. There were some ideas about partnerships and what that might look like with an understanding that the City of Nevada would like to discuss what options are available. Larry suggested that we involve Advantage Point Engineering about the possibility of a feasibility study for such a network. On May 8th, Karl Hochmuth with Advantage Point was passing through Colo and stopped in after meeting with Larry. Karl and I had a good discussion about getting together with Larry and looking at the existing plan and trying to determine what the next steps should be to evaluate our options. I get the feeling that Colo Telephone is open to discussing the possibilities of fiber in Nevada.
- Professional Developers of Iowa Award: On May 9th, Chad Randick and Tracy Brown, Mayor Barker, John Hall, Drew Kamp, and I were honored with the Business Retention and Expansion Project of the Year by the Professional Developers of Iowa (PDI) at the SMART Conference in Des Moines for the Burke expansion in Nevada. PDI is a peer group for economic developers, so it's wonderful to be recognized by that group for the incredible expansion project that Burke is undergoing, and the time, energy and resources it took to make that project happen.

Upcoming Events when I am not in the office...

May 14th -16th - Washington, DC Trip

May 24th - Out of the office

May 27th - Offices Closed for Memorial Day

STAFF MEETING AGENDA

Monday, May 6, 2019 9:00 A.M.

City Hall - Conference Room

A. Welcome/Handouts:

- B. Council Meeting Agenda: All packet materials and agenda items are due by noon on Wednesday. If not received, the item will be postponed until the following meeting.
 - 1. Staff Reports Include meeting minutes and permits with packet and reports
 - a. 1st Meeting Shanna, Ric and Kerin
- b. 2nd Meeting Shawn, Mike and Tim

- 2. Memo vs. Action Form
 - a. Memo Updates, Old Business, Resolutions
- b. Action Form Discussion, New Business, and Purchases
- Council Meeting Attendance If you have an item on the agenda, you are expected to attend the Council meeting, unless pre-excused

Old Business

A. One Organization – How have you helped another department this last week? How can you help in the next few? Note worthy – Anyone gone above and beyond to create a team working environment, or included someone or another department on a project, that is worthy of receiving a thank you note: Tim thanked all departments in advance for the 1st cemetery trimming set for this week and the Street Dept for helping with the concrete work on the trail.

- B. Newsletter articles for June 2019 are due May 15th
 - a. Park and Recreation Tim and Rhonda-
 - b. Library News-Shanna
 - c. Chamber and Community Events Donna
 - d. Coffee with the Council Dane
 - e. Summer Trail work Tim
 - f. Grass Clippings in Street-Street
 - g. Mosquito Control/ Cemetery Clean up Tim
 - h. Water Quality Report Shawn Ludwig
- C. 2019 Story County Urban Renew Area Project Grant Process Library would like to look at a digital sign project.

New Business

- A. ICS 100 & 200 Classes Story Co Emergency Management is gauging our interest in ICS 100/200 course. Due to the last time taken, decision was to retake course and arrange for a time with Keith.
- B. Mid-lowa email exit now that everyone in on our sever, we can shut down the Mid-lowa email accounts.

Updates

- A. Public Safety-Police Returning from conference; moving forward with hiring process; Off Springer returns 5-16-19.
 a. Fire Gear extractor is installed, about \$1,000 under bid. Safety meeting at FD on Tuesday.
- B. Library finishing student interviews for 7-1 start; Amanda is working on Middle School program; getting ready for summer.
- C. Park and Rec/Wellness focus on pool preparation; Cem shed concrete done; Cem markers getting installed; full summer mode.
- D. Public Works internet tower at WWTF is up and working great; WW Operator position has been offered and accepted.
- E. Streets Department sweeping streets, filling pot holes; removing some trees in the ROW.
- F. Water Plant flushing hydrants this week; working on Water Quality Report
- G. P&Z/Projects Update CIT was in town this past weekend finishing up the camera work of downtown sewers; notices sent to sidewalk project property owners, will be in the newspaper next week; LH and W 18th Project is started and going well. The 2 homes on 4th Street just south of the UPRR tracks are torn down.
- City Clerk monitoring year end budget.

Adjourn: Next Meeting: Monday, May 20, 2019 at 9:00 am



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II Public Safety Director Chief of Police



Cathy Jager Chief's Assistant

Chris Brandes Police Sergeant

To: Mayor and City Council

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

Date: Thursday, May 9th, 2019

Ref: Report for City Council Meeting for Monday, May 13th, 2019

Staffing

Cory Morrissey resigned with the Nevada Public Safety Department as of May 2nd, 2019. Cory started with the Ames Police Department on Monday, May 6th, 2019

Eleven of the twelve candidates for have completed their pre-assessment Integrity test. Interviews will be scheduled for later this month of all candidates that have completed the test. Backgrounds will begin shortly afterwards. There are two openings at this time and the NPSD has two reserved slots at the fall ILEA Basic School.

Officer Chris Brown is in Field Training and is in his second week of a thirteen week program.

Officer Kelli Springer will return from her maternity leave. Her first day back is scheduled for Thursday, May 16th, 2019.

Sex Offender Registry Verification

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

Respectfully submitted,

Ricardo Martinez II Public Safety Director Chief of Police



Josh Cizmadia Police Sergeant

Chris Brandes Police Sergeant

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



Ray Reynolds Director of Fire & EM

> Cathy Jager Chief's Assistant

MEMORANDUM

TO:

Ricardo Martinez, Public Safety Director

FROM:

Ray Reynolds, Director of Fire and EMS

DATE:

May 3, 2019

REF:

Activity report for Trustees, City Council and Honorable Mayor.

Total Calls to date for 2019:

240

Fire calls for April 2019:

EMS calls for April 2019:

49

Good intent calls for April 2019:

6

Community Events for April 2019:

3

Narcan administered this month:

0

(discarded 4 expired narcan doses)

FIREWORKS GRANT

Nevada Fire Department is working with 33 other fire departments in Iowa to write an \$85,000 fireworks safety grant through the State Fire Marshal Division. The participating departments were concerned with a lack of safety messaging and enforcement throughout Iowa pertaining to fireworks safety. Our department will serve as the host of this non-matching grant. We hope to purchase 60,000 safety flyers on card stock for vendors and fire department use (similar to what NPSD already prints). The second component will be to develop a 30-60 second public service announcement for TV, Radio, and social media. The third component will involve partnering with the University of Iowa Injury Prevention and Research Center to conduct state-wide research into the injuries caused by fireworks legalization and identifying the at-risk population so fireworks safety programs can be developed. Finally, each participating department will receive a surface tablet to assist in conducting fireworks inspections. There is no cost to the city.

List of participating cities:

Fort Dodge, Clinton, Marion, Bettendorf, Mason City, Newton, Ottumwa , Iowa City, Cedar Rapids, Marshalltown, Burlington, Davenport, Ankeny, Bondurant, Oskaloosa, Waukee, Johnston-Grimes, Hiawatha, Clive, North Liberty, Cedar Falls, Des Moines, Sioux City, Le Mars, Indianola, Grinnell, Council Bluffs, Knoxville, Oskaloosa, Harlan, Storm Lake, Coralville, Altoona

P.157

Fax: 515-382-5469 ~ Dispatch Center: 515-382-4305

UHP MAINTENANCE CLASS

On April 27th, Lt. Jamie Tendall and Capt. Brad Tendall spent the morning in Bondurant with HMA lead technician Matt Carpenter. The guys learned the maintenance and operations to increase our department's knowledge on this quick attack emerging piece of technology called Ultra High Pressure (UHP). Our unit is getting a 10 hour inspection as HMA has been really good about standing behind this piece of equipment.



GEAR WASHER INSTALLED

The firefighters would like to thank the city council and rural trustees for continuing to support the station remodel. The final push to complete the station remodel took a huge step forward as the gear washer was installed by Andy Kelly. We were told there were minimal issues with the installation and our first test load of gear was washed without issues. The installation looks sharp and we can now add sheetrock to the mechanical/fitness room. The washer was placed in an area to maximize the space in the room thereby allowing our department to have room for fitness equipment. The association purchased weight lifting and fitness equipment from the Marshalltown Fire Department. The equipment will consist of a universal weight set. These positive steps help improve the fitness and safety levels our or department members.



GRASS FIRE SEASON

First few wildland fires of the season are upon us. Our new Ultra High Pressure unit put out 75% of this fire using less than 25 gallons of water compared to 300 gallons from our traditional skid unit vehicle. We are keeping track of our research on this recent investment. Feedback from the crew was very favorable for use in wildland fire attack. The more comfortable crews get with this equipment we anticipate to see more applications where UHP is warranted. We are finding improved response in rural applications.





Josh Cizmadia Police Sergeant

Chris Brandes Police Sergeant

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



Ray Reynolds Director of Fire & EM

> Cathy Jager Chief's Assistant

Tuesday, April 12, 2019

Collins-Maxwell School District Attn: Ms. Melissa Robinson 400 Metcalf Street Maxwell, Iowa 50161 merobinson@collins-maxwell.k12.ia.us 319-541-9569

Reference: Prom event on April 13, 2019

Dear Ms. Robinson,

Per our phone conversation, you have requested one police officer for a prom event to take place at Farmhouse Gathering, 1024 6th Street, Nevada, Iowa. You anticipate less than 100 participants.

You will need one (1) police officer at this event. As we discussed, fees for police services are \$60 per hour per officer with a two hour minimum charge. Payment for Police Services is required to be paid in advance of the event. We have received your payment. The time period of your event is 6:30pm and concludes at 11:00 pm, 4.5 hours. An officer will be there at 6:30pm and will remain until 11:00pm. This equates to 4.5hrs X \$60.00 X 1 for a total of \$270.00. Please consider this letter your documentation for these services.

Should you need services in the future, please contact us at least thirty (30) days in advance. This will allow time to adjust patrol schedules to be sure to have officers available for this service.

This scanned letter should suffice if any questions arise concerning this event, however, if you would like an original signed letter let me know and I will mail one to you. If you have any questions or concerns, please feel free to contact me.

Respectfully,

Ricardo Martinez II Public Safety Director Chief of Police

CC: Matt Mardesen, City Administrator

Command Staff Mayor & City Council

Josh Cizmadia Police Sergeant

Chris Brandes Police Sergeant

NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II Public Safety Director Chief of Police



Cathy Jager Chief's Assistant

Dated: Friday, April 19th, 2019

Jeremy Meyer

Nevada Jaycees - NABR Public Safety Coordinator

P. O. Box 284

Nevada, Iowa 50201 Cell: 641-521-8337

Email: jmeyercd@gmail.com
Email: jmeyercd@gmail.com

Re: Nevada Jaycee' 19th Annual Bike Ride (NABR)

Dear Jeremy,

Thank you for your letter in regards to the Nevada Jaycee' 19th Annual Bike Ride (NABR).

NABR will take place on Saturday, May 4th, 2019. The bike ride will commence at 10:00am from the Nevada Community Senior Center (NCSC), located at 1231 6th Street. Participants will travel south on 6th Street to Lincoln Highway. The course turns east (left) through Nevada to 19th Street, the city limits; the Nevada Jaycee's request a Police Escort from the Nevada Community Senior Center (NCSC) to the east edge of the city.

In the letter you indicate volunteers will be stopping traffic at the beginning of the ride. However, the letter indicates at Lincoln Highway and 1st Street. I believe this should be 6th St. Please contact me if this is incorrect, and I will need an explanation why volunteers would be stopping traffic at Lincoln Highway and 1st St.

Barring an exigent call for service, the On-Duty Officer will provide an escort at the beginning of the ride through the community. The On-Duty Officer will be provided your mobile number in the event it is needed.

There will be a megaphone and five (5) fluorescent vests for your use. These items will be available the day before the event. I suggest you call in advance as a reminder. If you have any other needs please let me know.

Should you need assistance from the City of Nevada, such as barricades, cones, or equipment in reference to your event, you will need to contact Nevada Street Superintendent Jeremy Rydl. Mr. Rydl can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-2621. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of City of Nevada resources.

As a reminder, the City of Nevada is not liable for any injuries or other claims made by participants in your event. You are responsible for obtaining liability insurance necessary to protect you against any claims which may be brought in connection with this. This letter should suffice if any questions arise, however, if you would like an originally signed letter please let me know.

Should you have questions or concerns please feel free to contact me. I am sure this event, as in the past, will have great participation and be just as successful.

Respectfully,

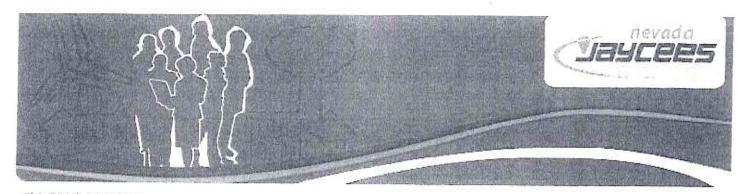
Ricardo Martinez II

Public Safety Director/Chief of Police

Cc: Matt Mardesen, City Administrator Jeremy Rydl, Street Department

Command Staff, Nevada Public Safety Department

Mayor and City Council Members



Chief Rick Martinez Nevada Police Department 1209 6th Street Nevada, IA 50201

RE: Nevada Jaycees' 19th Annual Bike Ride (NABR)

Chief Martinez:

It is time once again for the Nevada Jaycees' Annual Bike Ride. This year the event will be held on Saturday, May 4, 2018. The Nevada Jaycees would like to continue a long standing partnership with the Nevada Police Department to ensure community awareness of the event and participant/volunteer safety. Further, we would like to request the following:

- A police escort to guide riders across town at the beginning of the event as we have done in years past, if an officer is available.
- .i. The ride starts at 10:00 a.m. at the Nevada Community Senior Center (NCSC). The police escort would lead the riders at 10:00 a.m. from the NCSC Building South onto Lincoln Hwy, and then East across town on Lincoln Hwy to 19th Street. This should take no more than 10-15 minutes.
- 2. Four to five fluorescent vests for the Nevada Jaycee volunteers to wear when holding traffic at Lincoln Hwy and 6th Street when the ride begins.
- .i. Traffic will only be held from the west for the riders to enter Lincoln Hwy from 1st Street.
- 3. A megaphone for rider announcements before the ride begins.

If the above listed items are available to us again this year, we will arrange for someone to pick them up on Friday, May 3. All borrowed items will be returned after the conclusion of the event. If you have any questions you can reach me at (641) 521-8337. Thank you in advance for the continued support and consideration.

Sincerely,

Jeremy Meyer

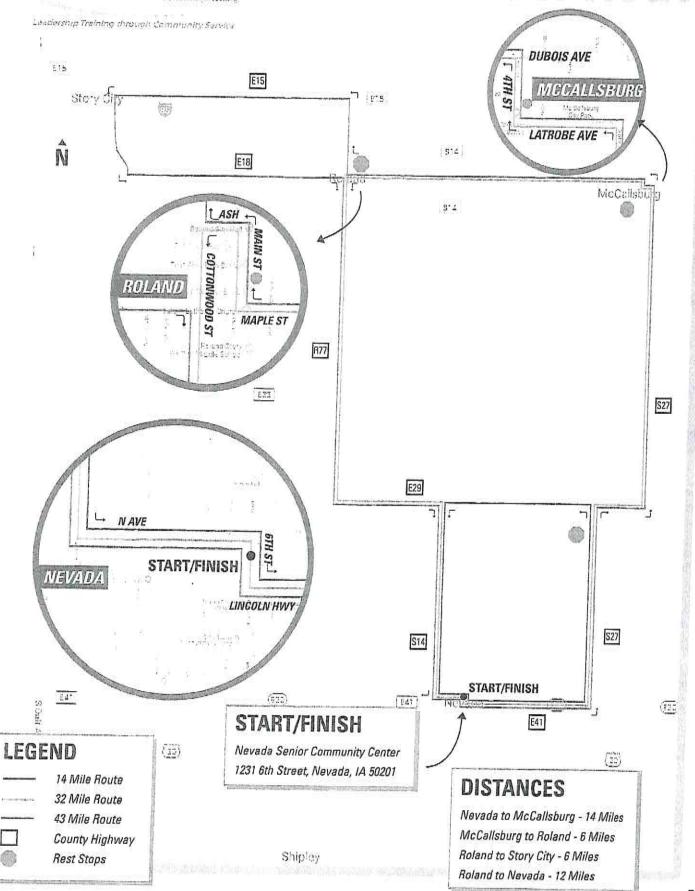
NABR Public Safety Coordinator

Enclosure: 2019 NABR route

Please Call to Catirm.



NACE Route





Chris Brandes Police Sergeant

NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II Public Safety Director Chief of Police



Cathy Jager Chief's Assistant

Date: Friday, April 19th, 2019

Nevada Patriotic Council William F Ball American Legion Post #48th Timothy McLaughlin, Vice Commander

Cell: 515-291-3198

Email: tmclaugh20@hotmail.com

RE:

2019 Memorial Day Parade

Dear Timothy,

Thank you for bringing the request for the 2019 Memorial Day Parade to me. Your timeliness is very much appreciated.

The Memorial Day Parade you are organizing will take place on Memorial Day, Monday, May 27th, 2019. Parade assembly is the 500 block of J Avenue at the Story County Administration Building. 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; vehicles to be present prior to the start of the parade.

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 will turn south. The parade will continue to the East entrance of the Nevada Memorial Cemetery. Police escort will end at this point as the parade heads west entering the cemetery.

There is no charge for the police escort you request, however, if there is an exigent situation the police escort may not be there on time, or may be required to leave before the parade has concluded. 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 available device in assisting you to close the roadway these arrangements will need to be made with Nevada Street Superintendent 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 515-382-2621. It is your responsibility to make these arrangements with Mr. Rydl.

As a reminder, 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.

Thank you for dedicating the time needed to see this through. We have several veterans with the Nevada Public Safety Department, which include Director of Fire and EMS Ray Reynolds, Sgt. Chris Brandes, Officer Josie Bailey, and me. As you have demonstrated in the past, the Memorial Day parade is a very proud tradition which your organization upholds, and I appreciate this very much. 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:

Matt Mardesen, City Administrator Command Staff, Nevada Public Safety Department Jeremy Rydl, Street Department City Council



William F. Ball American Legion Post #48th 1331 6th Street Nevada, Iowa, 50201 (515) 382-2837

To: Nevada Police Chief

From: The Nevada Patriotic Council

Subject: Request for Parade Permission and support

The Nevada Patriotic Council Requests permission and support for the 2019 Memorial Day Parade.

The parade will begin Monday May 27th at 9:45 AM at the county Admin Building on 6th street. It will proceed up 6th street to Lincoln Hwy. then down Lincoln Hwy to First Street and south to the cemetery entrance. As in the past it will be comprised of A Color Guard and veterans float 5 to 7 cars the High School and Middle School Bands. And the Boy & Girl Scouts. As in the Past a Police Car Leads the parade and a Fire truck follows.

One additional request is some additional "No Parking" signs needed for inside the cemetery. We will mount them on plywood. We continue to have problems with people parking where the procession should be and blocking the road.

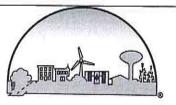
For questions or concerns you can contact me at (515) 291-3198 (Cell) or email: tmclaugh20@hotmail.com

Timothy McLaughlin Nevada Patriotic Council

Tim McLaughlin Vice commander Post 48 (515) 291-3198 Cell

Note: Post Number is not normally monitored during your Duty Day

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



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

City of Nevada

May 2019

TO: Mayor

City Council Members

City Administrator Matt Mardesen

FROM: Kerin Wright, City Clerk

The Public Hearing is scheduled for Monday's meeting on the 2nd Budget Amendment for FY2018/2019. The items that are on the amendment include: Early redemption of the City Hall portion of bond 2012B and the 2017 Bond Refunding interest payments; South D and W Avenue projects and the WWT Facility Plan that were not previously budgeted; and there were some unexpected expenses with storm damage that were incurred.

Staff is preparing for the end of the fiscal year and beginning of the next fiscal year.

RFP's have gone out for Codification services. Hopefully these will be ready to submit to council at the next meeting in May. The Codification process will begin as soon as the new fiscal year is here. Staff will also be looking at their individual code sections for any updates that are needed. This can be a long process.



For May 13, 2019 Council Meeting

To: Mayor

Nevada City Council City Administrator

From: Shanna Speer, Library Director

Nevada Public Library Council Report

Game design fair:

On June 1 the participants in our game design class will be showing off their projects. Everyone is welcome to stop in and try out the games that they have created.

Summer programs:

May is typically quiet for us as we prepare for the summer months. We have over 100 programs planned for all ages from the end of the school year to the beginning of next school year. There are several organizations that we are partnering with to provide the best service to our community:

- Food for Thought program
- Iowa State Extension
- Summer Day of Learning
- AmeriCorps tutoring
- Edward Jones financial advising
- Friends of the Nevada Public Library
- All local donors: Ben Franklin, Iowa Cubs Casey's General Store, Starbucks, Blank Park Zoo, McDonalds Subway, Perfect Games, Time Out, Walmart, Target, and Candy Land

Student hiring update:

We have our last interview this week. We would like to make offers in the next week to the students we would like to hire.

Outside benches:

The Nevada Rotary and the Friends of the Library are each donating \$500 to provide seating in the park outside the library. They are purchasing benches made of hardy recycled material from an Iowa company.

LIBRARY BOARD OF TRUSTEES MONDAY, APRIL 15, 2019, 5:00 P.M.

Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, April 15, 2019 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the openmeeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Rebecca Funke, Peter Korsching, David Morris, Barb Parker, Adam Riedell. Absent: Lisa Johnson, Chad Bauman. Lisa Johnson arrived at 6:01 p.m. Chad Bauman arrived at 6:10 p.m.

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, Ros Dunblazier, Jean Watts, Mayor Brett Barker and Kerin Wright.

Lisa Johnson arrived at 5:01 p.m.

Motion by Board Member Peter Korsching, seconded by Board Member Barb Parker, to <u>approve the agenda</u> as posted. The roll being called, the following named members voted. Ayes: Korsching, Parker, Riedell, Funke, Johnson, Morris. Nays: None. Chairperson Adam Riedell declared the motion carried.

Ros Dunblazier, Nevada Rotary, and Jean Watts, Friends of the Library, advised they would like to donate \$500 from each group for the purchase of one or two recycled benches for the park area on the southwest corner of the library.

Chad Bauman arrived at 5:10 p.m.

Motion by Board Member Rebecca Funke, seconded by Board Member Peter Korsching, to approve the following *consent agenda* items as submitted:

- (1) Approve minutes of the March 25, 2019 regular meeting
- (2) Approve April 2019 claims totaling \$7,651.58 (see attached list)
- (3) Accept and place on file the Director's memo dated April 10, 2019
- (4) Accept and place on file the March 2019 financial report

The roll being called, the following named board members voted. Ayes: Funke, Korsching, Morris, Parker, Riedell, Bauman, Funke, Johnson. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Barb Parker, seconded by Board Member Rebecca Funke, to accept the donation from the Nevada Rotary and Friends of the Library for the purchase of recycled benches for the park area of the Nevada Library on the southwest corner of the property. The roll being called, the following named board members voted. Ayes: Parker, Funke, Johnson, Korsching, Morris, Riedell, Bauman. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Rebecca Funke, seconded by Board Member Peter Korsching, to approve the Enrich Iowa Agreement, participating in all categories. The roll being called, the following named board members voted. Ayes: Funke, Korsching, Morris, Parker, Riedell, Bauman, Johnson. Nays: None. Chairperson Adam Riedell declared the motion carried.

The board discussed the Circulation Policy. They discussed General and Limited Use Library Cards, Renewals, Fees and Notifications. Library Director Speer will review the draft with staff and bring back to the board.

Motion by Board Member Peter Korsching, seconded by Board Member Chad Bauman, to approve the Hours, Annual Closures and Severe Weather Policy. The roll being called, the following named board members voted. Ayes: Korsching, Bauman, Funke, Johnson, Morris, Parker, Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

The Board Continuing Education: Advocacy video was postponed until the next meeting.

Library Director Shanna Speer reported on:

- There have been eleven Student Clerk applications received. There are three positions open at this time.
- Staff trainings and conferences.
- Magazine statistics enclosed in the packet.
- If Board members know anyone interested in the open board positions at the end of June advise them to fill out an application and turn it into city hall.

Mayor Brett Barker informed the Library Board of the discussions the Nevada Rebranding Committee has been discussing. He thanked the Board for their service and dedication to the Nevada Library.

The next meeting will be held at 5:00 p.m. Monday, May 20, 2019 in the Library Meeting Room.

There being no further business to come before the Board, it was moved by Board Member Rebecca Funke, seconded by Board Member Chad Bauman, to <u>adjourn the meeting</u>. The roll being called, the following board members voted. Ayes: Funke, Bauman, Johnson, Korsching, Morris, Parker, Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 6:10 p.m. he adjourned the meeting.

ATTEST:		
	Lisa Johnson, Secretary	Adam Riedell, Chairperson