



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 24, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQlQ9ML0ZOeEI0dz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, May 24, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. FY20/21 Budget Amendment #2
 1. Public Hearing
 2. Resolution No. 106 (2020/2021): A Resolution approving the FY20/21 Budget Amendment #2
 - B. Proposed Development Agreement with M&R Properties, Iowa, LLC
 1. Public Hearing, Proposed Development Agreement with M&R Properties Iowa, LLC

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

- A. Approve Minutes of the Regular Meeting held on May 10, 2021
- B. Approve Payment of Cash Disbursements, including Check Numbers 75686-75786 and Electronic Numbers 939-944 (Inclusive) Totaling \$805,848.07 (See attached list)
- C. Approve Financial Reports for Month of April, 2021
- D. Approve Renewal of Class "E" Liquor License (LE), Wine, Beer and Sunday Sales for Casey's General Store #2306, 1138 Lincoln Hwy, Effective July 1, 2021
- E. Approve Renewal of Class "C" Liquor License, Outdoor Service and Sunday Sales Permit for Keith Tillotson d/b/a/ Sports Bowl, 1229 12th Street, Effective June 3, 2021
- F. Approve recommendation for Probationary Firefighter Status for Zach Larson
- G. Resolution No. 107 (2020/2021) Approving Amendment to the Story County Hazard Mitigation Plan
- H. Resolution No. 108 (2020/2021) Approving Local Match Resolution for the Hazard Mitigation Grant Program
- I. Approve Human Service Agreements for Fiscal Year 2020/2021:
 - 1. Assault Care Center Extending Shelter and Support - \$1,058
 - 2. Boys & Girls Club of Story County - \$2,420
 - 3. Central Iowa RSVP - \$1,335
 - 4. Community and Family Resources - \$1,580
 - 5. Good Neighbor Emergency Assistance - \$2,286
 - 6. Good Samaritan Fund - \$2,875
 - 7. Harmony Clothing Closet - \$1,184
 - 8. Heartland Senior Services - \$1,670
 - 9. Legal Aid Society of Story County - \$3,471
 - 10. Mid-Iowa Community Action - \$1,715
 - 11. Nevada Community Band - \$699
 - 12. Nevada Community Resource Center - \$21,740
 - 13. Nevada Parent Teacher Association - \$799
 - 14. Raising Readers in Story County - \$1,120
 - 15. Salvation Army - \$3,240
 - 16. YSS of Eastern Story County/Rosedale Shelter - \$6,592

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

- A. Swear in Probationary Volunteer Firefighter Zach Larson

7. OLD BUSINESS

- A. Ordinance No. 1017 (2020/2021): An Ordinance Amending the City Code of Nevada, Iowa by Adding Chapter 114, Electric Transmission Franchise with ITC Midwest LLC, third reading
- B. Approve Change Order No. 5 for the Central Business District Infrastructure Project from Con-Struct, Inc., in the amount of \$14,604.89

- C. Discussion and Appropriate Follow Up on COVID-19 Pandemic Policies
 - 1. Resolution No. 109 (2020/2021): A Resolution Repealing the Facemask Policy and amending the COVID-19 Policy

8. NEW BUSINESS

- A. Resolution No. 110 (2020/2021): A Resolution approving Master Agreement for Online Payment and Processing, Application Development and Website services with NIC Iowa for the City of Nevada and Parks and Recreation Concessions and authorize the City Clerk to electronic sign the documents
- B. Approve Special Class C 5-Day Liquor License for Story County 4-H Fair Association, 220 H Avenue, Effective June 16, 2021 to June 21, 2021
- C. Approve New Application for 2021 Garbage/Waste Hauler License for Jerry's Sanitation

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

10. ADJOURN

The agenda was posted on the official bulletin board on May 20, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2020-2021\2021-05-24.DOC



AGENDA MEMO
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MAY 24, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

4. PUBLIC HEARING(S)

A. FY20/21 Budget Amendment #2

1. Public Hearing

2. Resolution No. 106 (2020/2021): A Resolution approving the FY20/21 Budget Amendment #2

Enclosed you shall find the resolution to approve the FY20/21 Budget Amendment #2

B. Proposed Development Agreement with M&R Properties, Iowa, LLC

1. Public Hearing, Proposed Development Agreement with M&R Properties Iowa, LLC

Enclosed you shall find the minutes for the public hearing for a development agreement with M&R Properties Iowa, LLC. This meeting only the public hearing will be held. The agreement will be on a future agenda.

7. OLD BUSINESS

- A. Ordinance No. 1017 (2020/2021): An Ordinance Amending the City Code of Nevada, Iowa by Adding Chapter 114, Electric Transmission Franchise with ITC Midwest LLC, third and final reading

Enclosed you shall find the ordinance for the ITC Midwest LLC franchise. This is the final reading. The ordinance will be in effect once published.

- B. Approve Change Order No. 5 for the Central Business District Infrastructure Project from Con-Struct, Inc., in the amount of \$14,604.89

Enclosed you shall find the change order from Con-Struct for the CBD Infrastructure Project. Crushed concrete was needed to replace saturated soils in the alleys. HR Green has reviewed and recommends approval.

- C. Discussion and Appropriate Follow Up on COVID-19 Pandemic Policies

1. Resolution No. 109 (2020/2021): A Resolution Repealing the Facemask Policy and amending the COVID-19 Policy

Enclosed you shall find the current Facemask Policy implemented November 12, 2020 and the current COVID-19 Policy adopted by council on October 26th, 2020. City Attorney Clanton has made some recommended revisions to the COVID-19 Policy. Additional changes to the policy may be made during the meeting.

8. NEW BUSINESS

- A. Resolution No. 110 (2020/2021): A Resolution approving Master Agreement for Online Payment and Processing, Application Development and Website services with NIC Iowa for the City of Nevada and Parks and Recreation Concessions and authorize the City Clerk to electronic sign the documents

Enclosed you shall find a resolution approving two Master Agreements with Iowa Interactive/NIC Iowa. Both agreements are identical except for the concessions at SCORE. The last few pages show the amounts for concessions. Iowa Interactive has merged with NIC Iowa and new agreements are needed. The charges are the same as they were before.

- B. Approve Special Class C 5-Day Liquor License for Story County 4-H Fair Association, 220 H Avenue, Effective June 16, 2021 to June 21, 2021
Enclosed you shall find the Liquor License application, map and inspection approval for the Story County 4-H Fair Association on Friday, June 18th for "A Night at the Fair". It will be held at the Dueland Pavilion. The beer garden will begin at 6:00 p.m. and end at 11:00 p.m.
- C. Approve New Application for 2021 Garbage/Waste Hauler License for Jerry's Sanitation
Enclosed you shall find a new Garbage/Waste Hauler License request.

Item # 4A
Date: 5/24/21

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

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

CITY OF NEVADA
Form 653.C1

was published in said newspaper 1 time(s) on

May 06, 2021

the last day of said publication being the
6th day of May, 2021

Amy Kohott
Legal Clerk

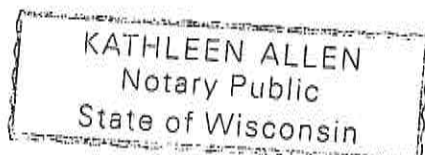
Kathleen Allen
Notary Public, State of Wisconsin, County of Brown

1-7-25

My commission expires

sworn to before me and subscribed in my presence by this the 6th
day of May, 2021

FEE: \$125.44
AD #: 0001405669
ACCT: 37490



NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

#1405669

NEVADA

Fiscal Year July 1, 2020 - June 30, 2021

The City of NEVADA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/24/2021 06:00 PM

Contact: Kerin Wright

Phone: (515) 382-5466 ext: 225

Meeting Location: Nevada City Hall Council Chambers, 1209 6th Street and Zoom at
<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQ9ML0ZOeEIOdz09>

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	3,859,776	0	3,859,776
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	3,859,776	0	3,859,776
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	949,646	0	949,646
Other City Taxes	6	989,911	0	989,911
Licenses & Permits	7	102,750	0	102,750
Use of Money & Property	8	293,600	0	293,600
Intergovernmental	9	1,242,986	51,175	1,294,161
Charges for Service	10	3,911,141	0	3,911,141
Special Assessments	11	1,000	0	1,000
Miscellaneous	12	2,282,250	15,000	2,297,250
Other Financing Sources	13	16,866,654	1,682,500	18,549,154
Transfers In	14	8,279,362	194,432	8,473,794
Total Revenues & Other Sources	15	38,779,076	1,943,107	40,722,183
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	1,818,312	163,801	1,982,113
Public Works	17	1,075,480	93,484	1,168,964
Health and Social Services	18	64,550	0	64,550
Culture and Recreation	19	1,898,752	12,063	1,910,815
Community and Economic Development	20	678,634	0	678,634
General Government	21	740,889	31,807	772,696
Debt Service	22	1,341,263	194,432	1,535,695
Capital Projects	23	12,943,000	600,000	13,543,000
Total Government Activities Expenditures	24	20,560,880	1,095,587	21,656,467
Business Type/Enterprise	25	8,314,094	1,851,400	10,165,494
Total Gov Activities & Business Expenditures	26	28,874,974	2,946,987	31,821,961
Transfers Out	27	8,279,362	194,432	8,473,794
Total Expenditures/Transfers Out	28	37,154,336	3,141,419	40,295,755
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	1,624,740	-1,198,312	426,428
Beginning Fund Balance July 1, 2020	30	23,408,826	0	23,408,826
Ending Fund Balance June 30, 2021	31	25,033,566	-1,198,312	23,835,254

Explanation of Changes: Derecho Storm Damage and COVID-19 Expenses; LED Lighting Projects for city buildings; well abandonment and lagoon dredging for the water department and additional street project expenses.

Published in the Nevada Journal on May 6, 2021 (1T)

RESOLUTION NO. 106 (2020/2021)
A RESOLUTION APPROVING FISCAL YEAR 2020/2021 BUDGET AMENDMENT #2

WHEREAS, the City of Nevada, Iowa, has prepared Amendment #2 to the Annual Budget for Fiscal Year 2020/2021; and

WHEREAS, a Public Hearing was held regarding this proposed Budget Amendment #2 on May 24, 2021 at 6:00 p.m. at the Nevada City Hall Council Chambers, 1209 6th Street, Nevada, Iowa; and

WHEREAS, Due to COVID-19 precautions, the hearing was also available through electronic meeting at:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQI9ML0ZOeElOdz09>

NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council of the City of Nevada, Iowa, approves of the Fiscal Year 2020/2021 Budget Amendment #2 and that the Mayor and City Clerk are hereby authorized and directed to execute said resolution and file the proper paperwork.

Passed and approved this 24th day of May, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

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

AYES: —
NAYS: —
ABSENT: —

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 106 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of May, 2021.

Kerin Wright, City Clerk

Proof Of Publication in
NEVADA JOURNAL

Item # 4B
Date: 5/24/21
MAY 24 2021

CITY OF NEVADA

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF IOWA, STORY COUNTY

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

CITY OF NEVADA
Public Hearing Notice - MR Rebate Agreement

was published in said newspaper 1 time(s) on

May 13, 2021

the last day of said publication being the
13th day of May, 2021

#1406764
NOTICE OF MEETING FOR
APPROVAL OF DEVELOPMENT
AGREEMENT WITH M&R
PROPERTIES IOWA, LLC AND
AUTHORIZATION OF ANNUAL
APPROPRIATION TAX
INCREMENT PAYMENTS

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

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

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDl1UXZHezZlQl9MLOZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

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

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

Kerin Wright City Clerk

Published in the Nevada Journal on May 13, 2021 (1T)

Amy Kerkott
Legal Clerk
Vicky Felty
Notary Public, State of Wisconsin, County of Brown
929.11
My commission expires

sworn to before me and subscribed in my presence by this the
13th day of May, 2021

FEE: \$41.28
AD #: 0001406764
ACCT: 37490

VICKY FELTY
Notary Public
State of Wisconsin

HOLD HEARING ON DEVELOPMENT
AGREEMENT

(M&R Properties Iowa, LLC)

Nevada, Iowa

420131-103

May 24, 2021

The City Council of the City of Nevada, Iowa, met at 6:00 o'clock, p.m., on May 24, 2021 at the Nevada City Council Chambers in the City.

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZlQI9ML0ZOeEIodz09>

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

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

The meeting was called to order and there were present the Mayor in the chair, and the following named Council Members:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and M&R Properties Iowa, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

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

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

There being no further objections or comments, the Mayor announced that the hearing was closed.

It was moved by Council Member _____ and seconded by Council Member _____ that further consideration of the Development Agreement be adjourned to _____, 2021, at _____ o'clock ____m., at the _____, Nevada, Iowa, and/or electronically via Zoom, at which time and place the City Council will meet to further consider such Development Agreement.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

....

There being no further business to come before the meeting, it was upon motion adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk



May 20, 2021

Via Email

Jordan Cook
City Administrator/City Hall
Nevada, Iowa

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

Dear Jordan:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with M&R Properties Iowa, LLC, followed by a motion to adjourn action on the Development Agreement to a later meeting.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings.

Please call John Danos, Severie Orngard, or me with any questions.

Kind regards,

Amy Bjork

Attachment

cc: Kerin Wright

NEVADA CITY COUNCIL - MONDAY, MAY 10, 2021 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, May 10, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Larry Stevens, Jeremy Rydl, Josh Cizmadia, Tim Hansen and Mike Roth.

Also in attendance were: Dicky Claussen.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Urban Renewal Amendment

1. Public Hearing – on proposed Amendment to the Nevada Urban Renewal Area

At 6:03 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 22, 2021**. The public hearing is **to amend the Nevada Urban Renewal Area for M&R, Peterson, Augustus**.

There were **no written or oral objections** to the aforementioned recommendation. Public Hearing was closed at 6:03 p.m.

2. Resolution No. 103 (2020/2021): A Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

Motion by Dane Nealson, seconded by Barb Mittman, to **adopt Resolution No. 103 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

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

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 104 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

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

Motion by Brian Hanson, seconded by Luke Spence, to **approve the following consent agenda items:**

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

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

6. PUBLIC FORUM

- A. Dickie Claussen appeared before council in regards to traffic and stop signs. He also advised he spoke with the Park and Rec staff about presenting the Park Board a request for horseshoe pits at one of the parks.

7. OLD BUSINESS

- A. Ordinance No. 1017 (2020/2021): An Ordinance Amending the City Code of Nevada, Iowa by Adding Chapter 114, Electric Transmission Franchise with ITC Midwest LLC, second reading

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

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

Motion by Sandy Ehrig, seconded by Barb Mittman, to **approve Pay Request No. 11 for the Central Business District Infrastructure Project from Con-Struct, in the amount of \$330,275.18**. After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Spence, Hanson. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

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

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Great Western Bank for our Bank Financial Services for FY21/22-FY24.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

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

Motion by Brian Hanson, seconded by Jason Sampson, to **approve 5-Day Class B Beer Permit, Outdoor Service for Nevada Jaycees, Effective May 21, 2021 to May 26, 2021.** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman. Nay: None. Abstain: Nealson. The Mayor declared the motion carried.

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

Motion by Luke Spence, seconded by Brian Hanson, to **adopt Resolution No. 106 (2020/2021).** After due consideration and discussion the roll was called. Aye: Spence, Hanson, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 107 (2020/2021): A Resolution approving the Agreement for Concrete Repairs at 636 Lincoln Highway

No action was taken on Resolution No. 107 (2020/2021).

9. REPORTS:

City Administrator Cook thanked staff and HR Green for their help with the Building/Zoning responsibilities.

Mayor Barker thanked staff for placing the stop sign at the intersection of 6th Street and Lincoln Highway. He also thanked those that attended the Vision 2040 Open House and updated the council on the next steps. Discussion was held regarding an upcoming work session to review the evaluation and goal setting process for the city administrator. Council Member Ehrig explained the work session. Mayor Barker relayed the next council strategic planning would be held after the Vision 2040 was completed.

Council Member Nealson noted volunteers were needed for the upcoming Run Country Fest on May 22nd.

Police Sergeant Cizmadia reported officer testing would be held next weekend. Discussion was held regarding staff vaccinations.

Public Works Director Rydl noted staff has been working on concrete and asphalt patching. The WWTF Phase 1 project will have final walk through this week.

Park and Recreation Director Hansen reported spring and summer programs are busy. He also advised the public phase for the Fieldhouse Campaign will begin. He will follow up with the park board regarding horse shoe pits at one of the parks.

City Engineer Stevens reported on the current projects. City Engineer Roth reported on the Wastewater Treatment Facility project. Staff is working on a different alignment for the trunk sewer.

10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neelson, seconded by Brian Hanson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:27 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 5B
 Date: 5/24/21

CITY OF NEVADA
CLAIMS REPORT FOR MAY 24,2021
5/11/21 THRU 5/24/21

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2020 PMT	320.46	939
ALLIANT	WTR/STS/CEM-UTILITIES	3,299.77	75686
MUNICIPAL SUPPLY	VOID	VOID	75689
VERIZON	PD/LIB/WWT/WTR-SERVICES	560.14	75688
CON STRUCT	CBD PROJ PR#11	330,275.18	75689
WINDSTREAM	SC-PHONES	57.33	75690
SAMS CLUB	4PLX/CA/PD-SUPPLIES	595.75	75691
WEX BANK	ALL-GAS CARDS	2,048.47	75692
MARCO	ALL-COPIER LEASE	799.00	75693
QUILL CORP	LIB-SUPPLIES	53.90	75701
BAKER & TAYLOR	LIB-MATERIALS	2,243.37	75702
IA COMMUNICATIONS NTKW	LIB-LONG DISTANCE	7.35	75703
JOHNSON CONTROLS	LIB-INSPECTION	1,288.99	75704
AMAZON.COM	LIB-SUPPLIES	435.68	75705
CENTER POINT	LIB-MATERIALS	337.95	75706
CENGAGE	LIB-MATERIALS	311.87	75707
CIEMSD	EMS-GILCHRIST/AIRWAY TRNG	300.00	75708
VIDEO BREAD	LIB-DVD	165.00	75709
TREASURER STATE OF IA	SALES TAX 5/1-15/2021	6,209.44	940
TREASURER STATE OF IA	WET 5/1-15/2021	13,168.04	941
IPERS	IPERS	30,386.71	942
TREASURER STATE OF IA	STATE TAXES	8,025.00	943
EFTPS	FED/FICA TAX	23,197.61	944
AMER'N FAMILY	AFLAC	1,408.91	75715
ICMA	DEFERRED COMP	920.00	75716
COLLECTION SERVICES CTR	CHILD SUPPORT	832.24	75717
GREAT WESTERN	HSA	329.99	75718
BROWN SUPPLY	WTR/WWT-FLAGS/MANHOLE RISERS	603.35	75719
FAREWAY	WTR/4PLX-SUPPLIES	49.06	75720
KEY COOP	TIF FY21,16/20	24,339.00	75721
ALLIANT	WTR/STS/CD-UTILITIES	182.07	75722
MARTIN MARIETTA	STS-GRAVEL	896.55	75723
NEVADA VET	ALL-ANIMAL CONTROL	600.90	75724
NEVADA LUMBER	WWT-FIBERBAR	29.35	75725
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	4,450.50	75726
CAPITAL SANITARY	PKM-SUPPLIES	495.00	75727
ARNOLDS	PD-#11 AIR/OIL FILTER	21.82	75728
BARCO MUNICIPAL PRODUCT	STS-SIGNS	657.57	75729
IA STATE READY MIX	WTR-CONCRETE	946.50	75730
NEDC	FY21 ANNUAL SUPPORT/MEMBERSHIP	65,000.00	75731
GATEHOUSE	PUBLIC NOTICES	655.32	75732
GOOD AND QUICK	PD/EMS-#55 TIRE RPR/SUPPLIES	38.34	75733

IAFMA	FD-FIRE MARSHAL DUES	50.00	75734
DIAMOND VOGEL	PKM-SUPPLIES	136.70	75735
STAPLES CREDIT PLAN	WWT/PD-SUPPLIES	238.02	75736
CAPITAL ONE TRADE CREDIT	WTR/STS-SAFETY GLASSES/GLOVES	356.70	75737
IA PRISON INDUSTRIES	STS-SIGN	211.86	75738
ACCO	POOL-CHEMICAL FEED PUMP INSTL/POLE	588.95	75739
BSN SPORTS LLC	REC-CAPS/SHIRTS	25.20	75740
GALLS INC	PD-#610/603 UNIFORM	170.00	75741
USA BLUEBOOK	WWT-ELECTRODE/TRIODE	435.89	75742
NEWSOME PLUMBING	PKM-RPR	200.00	75743
NEIGHBORS	GH-AC RPR	206.54	75744
STAPLES	WTR/ADM/WWT/PKA-SUPPLIES	194.12	75745
WINDSTREAM	PD/POOL-PHONES	84.52	75746
CONSUMERS ENERGY	ALL-UTILITIES	6,858.40	75747
INTERSTATE BATTERY	WTR-BATTERY	112.75	75748
JOHN DEERE FIN	WWT/STS/PKM-SUPPLIES	610.24	75749
HR GREEN	2021 ST/11TH & S14	9,150.50	75750
PLUMB SUPPLY CO	WWT-SUPPLIES	35.63	75751
CENTER POINT	LIB-MATERIALS	133.02	75752
BRICK GENTRY PC	ALL-LEGAL	9,801.00	75753
ELSMORE SWIM SHOP	POOL-SWIMWEAR	398.90	75754
JAX OUTDOOR GEAR	PD-AMMO	29.97	75755
ZIMCO SUPPLY CO	PKM-SUPPLIES	842.00	75756
CENTRAL IOWA WATER ASSC	WTR-LWE RAW WATER 6/2021	540.28	75757
ALPHA COPIES	ADM/POOL-NEWSLETTER/PASSES	630.48	75758
SPORTS BOWL	WWT/STS-EMBROIDERY	90.00	75759
D A DAVIDSON	WWTP-PHASE 2,PART 1	25,000.00	75760
ASCHEMAN, PHILIP L PHD	PD-EVALUATION	215.00	75761
PRINCIPAL FIN	ALL-LIFE INSURANCE	475.49	75762
PEPSI	4PLX-CONCESSIONS	626.76	75763
QUADIENT	ALL-POSTAGE	1,000.00	75764
MID STATES MATERIAL HND	TIF FY21 PYMT 1/5	26,066.44	75765
QUADIENT, INC	ADM-MAINT	135.00	75766
MNG, INCORPORATED	POOL/REC-SHIRTS/MAGNETS/SIGNS	891.00	75767
LEXIPOL	PD-TRNG BULLETINS/MANUALS	3,951.00	75768
R. FRIEDRICH & SONS	TIF FY21 PYMT 2ND HALF	37,875.32	75769
ACTIVE911	FD-ACTIVE 911	49.30	75770
MARTIN BROS	4PLX-CONCESSIONS	2,172.00	75771
VAN HOUWELING PROPERTY	TIF FY21 PYMT 5/7	76,000.00	75772
TURF AND POND TIME	PKM-POND TREATMENT	160.00	75773
CRITICAL HIRE	PD-DOBSON/SHELTON/DICKS PROFIL	30.00	75774
MENARDS	PKM-SUPPLIES	43.93	75775
BITUMINOUS MATERIALS & SUPPLY	STS-ASPHALT	1,316.82	75776
FEENEY, PHIL	STS-MAILBOX POST RPR	42.79	75777
CENTRALSQUARE TECH	PD-BARCODE SCANNER/PRNTR PACK	951.00	75778
CIT SEWER SOLUTIONS	WWT-STORM SEWER TV	900.00	75779
MARTINEZ, BRANDON	PD-COMPLIANCE CHECKS	75.00	75780

LIFEMED SAFETY	EMS-CARDIAC MONITOR	250.00	75781
MELCHER, JOE	STORM COST SHARE-MELCHER	700.00	75782
HALEY, DIANNA	HP-TRNG REIMB	25.00	75783
THOMPSON ELECTRIC	STS-RPR	336.43	75784
ERA	WWT-LAB ANALYSIS	110.01	75785
MATHESON TRI-GAS	POOL-C02 LIQUID	108.95	75786
	Refund Checks Total	358.10	
	Accounts Payable Total	738,182.39	
	Payroll Checks	67,307.58	
	***** REPORT TOTAL *****	805,848.07	
	GENERAL	110,762.81	
	ROAD USE TAX	17,297.80	
	LOCAL OPTION SALES TAX	1,859.57	
	TAX INCREMENT FINANCING	229,280.76	
	LIBRARY TRUST	1,470.17	
	NORTH STORY BASEBALL	25.20	
	2021 STS 11TH/S14	9,150.50	
	CBD DOWNTOWN IMPR	330,275.18	
	WATER	44,871.69	
	WATER DEPOSITS	61.57	
	SEWER	34,662.44	
	SEWER CONSTRUCTION	-4.06	
	SEWER CAP IMP PROJECT	25,000.00	
	LANDFILL/GARBAGE	50.61	
	STORM WATER	763.37	
	FLEX BENEFIT REVOLVING	320.46	
	TOTAL FUNDS	805,848.07	

CCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
01-000-1110	CASH-GENERAL FUND	848,077.20	7,798,385.97
02-000-1110	CASH-HOTEL/MOTEL	33.16	22,170.77
10-000-1110	CASH-ROAD USE TAX	132,364.04	2,048,229.87
12-000-1110	CASH-EMPLOYEE BENEFITS	249,307.82	803,098.65
13-000-1110	CASH-RUT CAPITAL	241.97	161,797.58
19-000-1110	CASH-EMERGENCY FUND	26,138.86	70,979.72
21-000-1110	CASH-LOCAL OPTION TAX	57,394.46	1,038,248.11
25-000-1110	CASH-TIF	313,438.33	2,929,056.36
26-000-1110	CASH-LMI SUBFUND	3,666.43-	73,654.13
27-000-1111	RESERVE-WELLS	2.65	1,774.07
27-000-1113	RESERVE-ZWILLING	.17	111.53
27-000-1114	RESERVE-ALBERRY	1.52	1,015.06
28-000-1118	RESERVE-UNDESIGNATED	.01	7.93
28-000-1119	RESERVE-HARMS TRUST, GREEN SP	39.50	26,414.41
29-000-1110	CASH-LIBRARY TRUST	1,798.25-	37,443.65
31-000-1110	CASH-FIRE TRUST	26.06	17,423.45
32-000-1110	CASH-SCORE UNDESIGNATED	8.49	5,680.08
33-000-1110	CASH-SCORE O&M	.39	263.90
34-000-1110	CASH-NORTH STORY BASEBALL	4,852.91-	6,346.85
35-000-1110	CASH-SENIOR COMM CENTER	12.13	8,109.60
36-000-1110	CASH-GH PIANO	28.38	18,976.57
37-000-1110	CASH-POLICE FOREITURE	18.20	12,167.25
38-000-1122	RESERVE-GRNBLT MAP 2005	5.38	3,600.51
38-000-1124	RESERVE-ST CO TRAIL	.59	397.12
38-000-1125	RESERVE-IND RDG GREENBE	2.56	1,714.31
38-000-1127	RESERVE-UNRESTRICTED	4,026.49-	69,015.67
38-000-1128	RESERVE-SCORE SCOREBOAR	6.86	4,590.27
38-000-1130	RESERVE-LANDSCAPING	17.08	6,419.15
38-000-1131	RESERVE-FIELD MAINT	343.74	11,619.42
38-000-1132	RESERVE-LEW HANSEN SUB	2.11	1,410.88
38-000-1133	RESERVE-87 SOUTHWOOD	11.35	7,591.87
38-000-1134	RESERVE-MARDEAN PARK	1.35	901.03
38-000-1110	CASH-COLUMBARIAN MAINT	125.68	3,794.93
38-000-1110	CASH-TRAIL MAINTENANCE	9.72	6,499.22
38-000-1110	CASH-DANIELSON/OTHERTRU	375.53	251,108.33
38-000-1110	CASH-LIB BLDG TRUST	.29	195.27
38-000-1110	CASH-TREES FOREVER	6.81	4,554.46
38-000-1110	CASH-4TH OF JULY	7.91	5,289.12
38-000-1110	CASH-COMM BAND	1.27	847.60
38-000-1110	CASH-DEBT SERVICE	209,299.03	623,350.67
38-000-1110	CASH-CITY HALL/PUBLIC S	.88	585.96
38-000-1110	CASH-LIBRARY BLDG	148.02	98,975.53
38-000-1110	CASH-SC/FIELDHOUSE		56,852.93-
38-000-1110	CASH-RR CROSSING IMP		24.39-
38-000-1110	CASH-SIDEWALKIMPROVEMEN	73.32	49,024.21
38-000-1110	CASH-2021STS PROJ 11TH/S14	3,845.00-	24,523.50-
38-000-1110	CASH-2019 CIP WORK	2,482.75	1,660,141.54
38-000-1110	CASH-2019 SOUTH D AVE PAVING		123,168.32-
38-000-1110	CASH-CBD DOWNTOWN IMPR	159,262.35-	4,004,316.43
38-000-1110	CASH-TRAIL CIP PROJECTS	60,040.05	304,971.97
38-000-1110	CASH-2017STS, WTR, WWT, STM PROJ	523.01	349,719.86

CITY OF NEVADA
BALANCE SHEET
CALENDAR 4/2021, FISCAL 10/2021

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
325-000-1110	CASH-LINC HWY/W 18TH ST INTERS		548,265.65-
326-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.77
500-000-1110	CASH-PERPETUAL CARE	1,180.00	155,431.58
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	25,693.73	1,992,547.67
601-000-1110	CASH-WATER DEPOSITS	494.57	78,549.15
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,632.71	1,091,748.20
605-000-1110	CASH-WATER 2012C BOND		657,841.73
607-000-1110	CASH-WTR CAPITAL REVOLV	4,183.19-	302,772.44
608-000-1110	CASH-WELL #9/LIME LAGOO	10,526.25-	10,526.25-
610-000-1110	CASH-WASTEWATER O&M	48,414.10	2,032,289.69
615-000-1110	CASH-SEWER CONSTRUCTION	9,125.54	2,411,132.35
616-000-1110	CASH-WWT CIP	310,073.78-	317,578.17-
617-000-1110	CASH-WWT CAPITAL	422.66	282,618.29
618-000-1110	CASH-SRF SPONSORED PROJECT		25,000.00-
670-000-1110	CASH-GARBAGE UTILITY	5,916.82	8,449.08-
740-000-1110	CASH-STORM WATER UTILIT	15,529.21	735,886.52
810-000-1139	RESERVE-PARK & RECREATI	2,082.74-	74,775.00
810-000-1140	RESERVE-LIBRARY	1,181.39	54,420.72
810-000-1141	RESERVE-CEMETERY	62.30	41,655.01
810-000-1142	RESERVE-FINANCE	880.17-	339,554.11
810-000-1143	RESERVE-FIRE	17,869.86	327,536.82
810-000-1144	RESERVE-POLICE	245.67	164,274.05
810-000-1146	RESERVE-PLANNING & ZONI	44.94	30,047.20
810-000-1147	RESERVE-GATES HALL	22.37	14,956.37
810-000-1148	RESERVE-TECHNOLOGY	18.84	12,599.89
12-000-1110	CASH-FLEXIBLE BENEFITS	172.56	1,139.86
30-000-1110	CASH-SICK & VACATION	461.75	308,761.85
	CASH TOTAL	1,523,910.10	32,553,149.82
01-000-1120	PETTY CASH - LIBRARY		75.00
01-000-1123	PETTY CASH - POOL	900.00	900.00
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	900.00	1,575.00
02-000-1168	COUNTY FOUNDATION INVES		86,342.60
	SAVINGS TOTAL	.00	86,342.60
	TOTAL CASH	1,524,810.10	32,641,067.42

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,194,876.00	74,763.33	1,055,486.68	88.33	139,389.32
	POLICE-OFFICE TOTAL	117,989.00	8,185.53	92,293.59	78.22	25,695.41
	EMERGENCY MANAGEMENT TOTAL	900.00	50.47	797.54	88.62	102.46
	COVID-19 TOTAL	.00	23.34	7,616.24	.00	7,616.24
	DERECHO TOTAL	.00	.00	895.00	.00	895.00
	FLOOD CONTROL TOTAL	32,600.00	1,342.71	26,026.44	79.84	6,573.56
	FIRE TOTAL	370,606.00	12,918.35	288,838.60	77.94	81,767.40
	AMBULANCE TOTAL	38,800.00	3,981.47	37,786.14	97.39	1,013.86
	BUILDING INSPECTIONS TOTAL	55,941.00	4,150.70	52,327.30	93.54	3,613.70
	ANIMAL CONTROL TOTAL	5,100.00	855.72	3,504.38	68.71	1,595.62
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	167.80	1,121.90	74.79	378.10
	PUBLIC SAFETY TOTAL	1,818,312.00	106,392.74	1,566,693.81	86.16	251,618.19
	ROADS, BRIDGES, SIDEWALKS TOTA	778,205.00	43,349.25	551,934.14	70.92	226,270.86
	STREET LIGHTING TOTAL	144,000.00	9,890.30	93,741.50	65.10	50,258.50
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	20,000.00	.00	4,208.85	21.04	15,791.15
	SNOW REMOVAL TOTAL	82,275.00	258.83	55,502.39	67.46	26,772.61
	TREES & WEEDS TOTAL	50,000.00	.00	170.69	.34	49,829.31
	PUBLIC WORKS TOTAL	1,075,480.00	53,498.38	705,557.57	65.60	369,922.43
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,030.00	.00	1,030.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,925.00	.00	6,925.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	2,230.00	.00	2,230.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,540.00	.00	21,540.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,020.00	.00	1,020.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	990.00	.00	990.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,890.00	.00	1,890.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,510.00	.00	1,510.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,210.00	.00	2,210.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,360.00	.00	2,360.00	100.00	.00
	SALVATION ARMY TOTAL	1,905.00	.00	1,905.00	100.00	.00
	TOTAL	2,800.00	.00	2,800.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	5,140.00	.00	4,360.00	84.82	780.00
	HEALTH & SOCIAL SERVICES TOTA	64,550.00	.00	50,770.00	78.65	13,780.00
	LIBRARY TOTAL	464,476.00	29,575.23	337,636.02	72.69	126,839.98
	LIBRARY-DONATED TOTAL	32,500.00	.00	2,348.72	7.23	30,151.28
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,854.25	15,168.56	70.55	6,331.44
	MUSEUM/BAND/THEATRE TOTAL	1,520.00	.00	.00	.00	1,520.00
	PARKS TOTAL	104,075.00	7,493.06	92,663.02	89.03	11,411.98
	PARK MAINTENANCE TOTAL	398,670.00	26,623.28	222,171.79	55.73	176,498.21
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	333.60	12,853.54	64.27	7,146.46
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

CITY OF NEVADA
BUDGET REPORT
CALENDAR 4/2021, FISCAL 10/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PCT OF FISCAL YTD 83.3%		YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
		TOTAL BUDGET	MTD BALANCE			
	FOUR-PLEX COMPLEX TOTAL	48,052.00	3,384.41	8,659.08	18.02	39,392.92
	POOL TOTAL	242,036.00	5,982.93	76,621.48	31.66	165,414.52
	RECREATION TOTAL	68,949.00	4,433.75	54,421.96	78.93	14,527.04
	ADULT SOFTBALL TOTAL	600.00	.00	453.25	75.54	146.75
	COMMUNITY HEALTH/WEELNESS TOTA	500.00	.00	165.33	33.07	334.67
	SENIOR ACTIVITY TOTAL	1,000.00	1.00-	3,878.62	387.86	2,878.62-
	CEMETERY TOTAL	148,733.00	7,704.38	96,246.42	64.71	52,486.58
	COMMUNITY CTR/ZOO/MARINA TOTA	188,166.00	12,056.25	127,865.77	67.95	60,300.23
	SENIOR COMMUNITY CENTER TOTAL	7,062.00	308.53	4,024.40	56.99	3,037.60
	FIELDHOUSE TOTAL	65,000.00	.00	.00	.00	65,000.00
	BASEBALL SOFTBALL TOTAL	34,733.00	7,705.68	27,558.67	79.34	7,174.33
	YOUTH BASKETBALL TOTAL	10,209.00	.00	9,455.72	92.62	753.28
	VOLLEYBALL TOTAL	2,115.00	.00	1,413.31	66.82	701.69
	FLAG FOOTBALL TOTAL	6,070.00	.00	3,453.92	56.90	2,616.08
	HALLOWEEN TOTAL	250.00	.00	408.33	163.33	158.33-
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	2,027.46	77.53	587.54
	CIRL TOTAL	2,000.00	.00	1,162.11	58.11	837.89
	SOFTBALL TOURNAMENT TOTAL	1,000.00	.00	150.00	15.00	850.00
	HISTORICAL SOCIETY TOTAL	491.00	.00	5,000.00	1,018.33	4,509.00-
	HISTORIC PRESERVATION TOTAL	8,500.00	.00	.00	.00	8,500.00
	OTHER CULTURE/RECREATION TOTA	2,930.00	.00	2,930.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,898,752.00	107,454.35	1,108,737.48	58.39	790,014.52
	ECONOMIC DEVELOPMENT TOTAL	432,352.00	.00	80,744.81	18.68	351,607.19
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	3,666.43	3,666.43	36.66	6,333.57
	PLANNING & ZONING TOTAL	166,282.00	13,786.33	78,690.44	47.32	87,591.56
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	9,000.00
	LINCOLN HWY DAYS TOTAL	4,000.00	.00	.00	.00	4,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	30,700.00	.00	731.00	2.38	29,969.00
	COMMUNITY & ECONOMIC DEV TOTA	678,634.00	17,452.76	188,832.68	27.83	489,801.32
	MAYOR/COUNCIL/CITY MGR TOTAL	12,220.00	1,299.56	8,660.96	70.88	3,559.04
	COUNCIL TOTAL	7,987.00	.00	2.00	.03	7,985.00
	CITY ADMINISTRATOR TOTAL	74,800.00	966.39	17,787.16	23.78	57,012.84
	CLERK/TREASURER/ADM TOTAL	347,573.00	16,726.37	186,108.00	53.55	161,465.00
	LEGAL SERVICES/ATTORNEY TOTAL	120,800.00	7,740.00	101,362.30	83.91	19,437.70
	CITY HALL/GENERAL BLDGS TOTAL	124,349.00	7,109.24	85,837.31	69.03	38,511.69
	TORT LIABILITY TOTAL	40,160.00	.00	40,653.20	101.23	493.20-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	243.83	9,903.24	76.18	3,096.76
	GENERAL GOVERNMENT TOTAL	740,889.00	34,085.39	450,314.17	60.78	290,574.83
	CITYHALL/LIBRARY DEBT TOTAL	96,613.00	.00	5,781.25	5.98	90,831.75

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CBD PROJECT 8.9M TOTAL	.00	.00	105,106.11	.00	105,106.11-
	2013 GO BOND TOTAL	.00	.00	37,125.00	.00	37,125.00-
	2019B CIP WORK TOTAL	570,350.00	.00	22,650.00	3.97	547,700.00
	DDCE WTR/WWT/STS DEBT TOTAL	674,300.00	.00	.00	.00	674,300.00
	DEBT SERVICE TOTAL	1,341,263.00	.00	170,662.36	12.72	1,170,600.64
	ROADS, BRIDGES, SIDEWALKS TOTAL	4,411,000.00	169,095.82	3,086,553.37	69.97	1,324,446.63
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	24.39	.49	4,975.61
	FIELDHOUSE TOTAL	8,500,000.00	.00	14,246.18	.17	8,485,753.82
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	280.00	14.00	1,720.00
	CAPITAL PROJECTS TOTAL	12,943,000.00	169,095.82	3,101,103.94	23.96	9,841,896.06
	OTHER GENERAL GOVERNMENT TOTAL	.00	1,430.76	26,384.92	.00	26,384.92-
	WTR 2012C BOND TOTAL	3,983,004.00	.00	3,452,414.23	86.68	530,589.77
	WATER TOTAL	40,720.00	554.00	31,094.24	76.36	9,625.76
	WATER-PLANT/PUMPS TOTAL	793,897.00	80,696.26	659,149.92	83.03	134,747.08
	WATER-LINES-INST & O&M TOTAL	61,493.00	9,294.12	48,258.24	78.48	13,234.76
	WATER ACCOUNTING TOTAL	330,517.00	25,770.03	275,530.15	83.36	54,986.85
	WASTEWATER PLANT TOTAL	702,080.00	39,786.03	555,605.59	79.14	146,474.41
	WASTSEWATER COLLECTION TOTAL	2,070,052.00	313,328.15	2,123,084.02	102.56	53,032.02-
	WASTEWATER ACCOUNTING TOTAL	224,352.00	15,137.37	164,882.33	73.49	59,469.67
	LANDFILL/GARBAGE TOTAL	72,079.00	55.56	71,976.74	99.86	102.26
	STORM WATER TOTAL	35,900.00	73.87	1,762.93	4.91	34,137.07
	ENTERPRISE FUNDS TOTAL	8,314,094.00	486,126.15	7,410,143.31	89.13	903,950.69
	TRANSFERS IN/OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TRANSFER OUT TOTAL	8,279,362.00	.00	2,746,593.06	33.17	5,532,768.94
	TOTAL EXPENSES	37,154,336.00	974,105.59	17,499,408.38	47.10	19,654,927.62

CITY OF NEVADA
REVENUE REPORT
CALENDAR 4/2021, FISCAL 10/2021
BUDGET
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 4/2021, BUDGET ESTIMATE	FISCAL 10/2021 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	83.3% PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,024,110.00	1,071,802.83	3,576,526.89	88.88	447,583.11
	HOTEL MOTEL TOTAL	11,250.00	33.16	6,442.53	57.27	4,807.47
	ROAD USE TAX TOTAL	958,128.00	182,688.72	859,760.46	89.73	98,367.54
	EMPLOYEE BENEFITS TOTAL	702,835.00	249,307.82	678,831.31	96.58	24,003.69
	RUT CAPITAL TOTAL	176,500.00	241.97	177,109.23	100.35	609.23-
	EMERGENCY FUND TOTAL	73,308.00	26,138.86	70,979.72	96.82	2,328.28
	LOCAL OPTION SALES TAX TOTAL	922,000.00	81,021.27	1,082,028.50	117.36	160,028.50-
	TAX INCREMENT FINANCING TOTAL	969,646.00	313,438.33	869,161.39	89.64	100,484.61
	LMI-SUBFUND TOTAL	64,672.00	.00	.00	.00	64,672.00
	RESTRICTED GIFTS TOTAL	30.00	4.34	42.12	140.40	12.12-
	CEMETARY CIP/LAND TOTAL	300.00	39.51	383.53	127.84	83.53-
	LIBRARY TRUST TOTAL	8,100.00	56.00	14,475.84	178.71	6,375.84-
	FIRE TRUST TOTAL	300.00	26.06	252.93	84.31	47.07
	SCORE-UNDESIGNATED TOTAL	100.00	8.49	84.09	84.09	15.91
	SCORE O&M TOTAL	5.00	.39	3.82	76.40	1.18
	NORTH STORY BASEBALL TOTAL	21,500.00	594.99	24,364.62	113.32	2,864.62-
	SENIOR CENTER TRUST TOTAL	150.00	12.13	117.73	78.49	32.27

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	83.3% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	28.38	275.47 122.43	50.47-
	ASSET FORFEITURE TOTAL	100.00	18.20	176.63 176.63	76.63-
	PARK OPEN SPACE TOTAL	24,450.00	1,353.17	23,204.35 94.91	1,245.65
	COLUMBARIAN MAINTENANCE TOTAL	220.00	125.68	232.91 105.87	12.91-
	TRAIL MAINTENANCE TOTAL	10,200.00	9.72	10,084.72 98.87	115.28
	DANIELSON TRUST TOTAL	500.00	375.53	9,069.82 1,813.96	8,569.82-
	LIB BLDG TRUST TOTAL	200.00	.29	2.83 1.42	197.17
	TREES FOREVER TOTAL	50.00	6.81	66.12 132.24	16.12-
	4TH OF JULY TRUST TOTAL	2,020.00	7.91	257.57 12.75	1,762.43
	COMMUNITY BAND TOTAL	1,000.00	1.27	12.31 1.23	987.69
	DEBT SERVICE TOTAL	1,364,389.00	209,299.03	569,709.64 41.76	794,679.36
	CH CAMPUS PROJ TOTAL	100.00	.88	9.71 9.71	90.29
	LIBRARY ADDITION TOTAL	102,237.00	148.02	97,626.88 95.49	4,610.12
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	.00 .00	8,500,000.00
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	73.32	3,241.63 9.26	31,758.37
	2019 CIP WORK TOTAL	.00	2,482.75	24,207.50 .00	24,207.50-
	2019 SOUTH D AVE PAVING TOTAL	.00	.00	480,179.97 .00	480,179.97-

CITY OF NEVADA
REVENUE REPORT
CALENDAR 4/2021, FISCAL 10/2021
BUDGET
ESTIMATE

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	83.3% UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	9,285,000.00	5,988.47	318,724.13	3.43	8,966,275.87
	TRAIL CIP RESERVE PROJTS TOTA	66,837.00	60,040.05	68,187.46	102.02	1,350.46-
	2017 STS/WT/SE/STRM PROJ TOTA	.00	523.01	5,076.99	.00	5,076.99-
	LINC HWY-W 18TH ST INTSCT TOTA	.00	.00	45,903.65	.00	45,903.65-
	2017 BOND, REFUND 2013B TOTAL	.00	.01	.10	.00	.10-
	PERPETUAL CARE TOTAL	3,800.00	1,180.00	3,570.00	93.95	230.00
	WATER TOTAL	2,204,527.00	125,664.90	2,062,152.32	93.54	142,374.68
	WATER DEPOSITS TOTAL	25,000.00	1,425.00	17,000.00	68.00	8,000.00
	WATER PLANT UPGRADE RSRV TOTA	210,000.00	1,632.71	215,547.70	102.64	5,547.70-
	WATER 2012C/2020B BOND TOTAL	3,440,757.00	.00	4,074,246.46	118.41	633,489.46-
	WATER CAPITAL REVOLVING TOTAL	127,500.00	460.41	129,914.00	101.89	2,414.00-
	SEWER TOTAL	1,316,054.00	106,411.41	1,437,110.31	109.20	121,056.31-
	SEWER CONSTRUCTION TOTAL	323,000.00	9,125.54	339,051.11	104.97	16,051.11-
	SEWER CAP IMP PROJECT TOTAL	3,000,000.00	.00	3,035,339.06	101.18	35,339.06-
	SEWER EQUIP REVOLVING TOTAL	63,000.00	422.66	64,295.34	102.06	1,295.34-
	LANDFILL/GARBAGE TOTAL	68,650.00	5,972.38	61,125.03	89.04	7,524.97
	STORM WATER TOTAL	178,900.00	15,603.08	156,856.41	87.68	22,043.59

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 4/2021, FISCAL 10/2021 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	83.3% UNCOLLECTED
	REVOLVING FUND TOTAL	487,500.00	23,058.16	449,212.51 92.15 38,287.49
	FLEX BENEFIT REVOLVING TOTAL	.00	1,603.32	22,240.20 .00 22,240.20-
	OTHER INTERNAL SERV FUND TOTA	4,500.00	461.75	4,481.98 99.60 18.02
	TOTAL REVENUE BY FUND	38,778,650.00	2,498,918.69	21,088,957.53 54.38 17,689,692.47

Casey's

Item # 5D+EDate: 5/24/21Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&

ia_slv=1620672397327>

(App-139123)

Agencies <https://directory.iowa.gov/?ia_slv=1620672397327>

Exit (/) Save and Exit

Social <https://directory.iowa.gov/social/Index?ia_slv=1620672397327><https://www.iowa.gov/search/google?ia_slv=1620672397327>

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

Review**Attestation / Endorsement**

Step 8 of 9

Review

NEED HELP ?

License or Permit Type

License or Permit Type

Class E Liquor License

Length of License Requested

12 Month

Tentative Effective Date

2021-07-01

Tentative Expiration Date

2022-06-30

Privileges / Sub-Permits Information

Privileges

Sunday Sales

Sub-Permits

Class B Wine
Permit

Class C Beer
Permit

Premises Information

10

Business Information

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

CASEY'S MARKETING COMPANY

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

CASEY'S GENERAL STORE #2306

Indicate how the business will be operated

Publicly Traded Corporation

* (required) Federal Employer ID #

42-1435913

* (required) Business Number of Secretary of State

184248

Tentative Expiration Date

Jun 30, 2022

Premises Information

Address of Premises:

Address or location

1136 LINCOLN HWY,Nevada,Iowa,Story

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

* (required) Local Authority
* (required) Premises Street
City of Nevada
1136 LINCOLN HWY

Control of Premises
Premises Suite/Apt Number
Own

Are other liquor, wine or beer businesses accessible from the interior of your premises?
* (required) Premises City
Nevada
No

* (required) # of Floors:
Premises State
1
Iowa

* (required) Premises Zip/Postal Code
Premises Type
50201
Convenience Store

Premises County
Does your premises conform to all local and State health, fire and building laws and regulation?
Yes

Does or will your licensed location wholesale alcoholic spirits to on-premises liquor control licensees?
No

* (required) Square footage of the entire retail sales area of the business, including area of walk-in coolers that are accessible to the public. This includes all areas where non-alcohol products are also sold. Do not include areas that are not accessible to the public (offices, bathroom, kitchen, storage area etc.).
1,116

* (required) Square footage of the entire interior area of the building, including, but not limited to, all areas used in the storage, distribution, wholesale and retail sale of merchandise,

Do you sell gasoline?
Yes

2,175

Do you have a separate premises for the sale
of alcoholic liquor (spirits)?

No

Hours of Operation: Beginning

6:00 AM

Hours of Operation: Ending

2:00 AM

Hours deliveries may be received: Beginning

5:00 AM

Hours deliveries may be received: Ending

4:00 PM

Are the hours of deliveries flexible?

Yes

Contact Information

* (required) Contact Name

JESSICA FISHER-COMSTOCK, STORE OP

* (required) Business Phone

(515) 382-5834

* (required) Email Address

jessica.fisher@caseys.com

* (required) Phone

(515) 446-6404

☐ Same as Premises Address

Mailing Address:

Address or location

PO Box 3001, Ankeny, Iowa,

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

Mailing Street

Mailing Suite/Apt Number

PO Box 3001

Mailing City

Mailing State

Ankeny

Iowa

Mailing Zip/Postal Code

Mailing County

50021

Business Demographics Information

42-0935283**CASEY'S****GENERAL****STORE, INC.****Position: OWNER****SSN: XXX-XX-6789****US Citizen: Yes****Ownership: 100%****DOB: 1900-01-01****MEGAN ELFERS****Position:****PRESIDENT****SSN: XXX-XX-0693****US Citizen: Yes****Ownership: 0%****DOB: 1976-09-14****JOHN SOUPENE****Position: VICE****PRESIDENT****SSN: XXX-XX-8874****US Citizen: Yes****Ownership: 0%****DOB: 1968-11-17****JULIA****JACKOWSKI****Position:****SECRETARY****SSN: XXX-XX-0788****US Citizen: Yes****Ownership: 0%****DOB: 1966-02-24****JAMES PISTILLO****Position:****TREASURER****SSN: XXX-XX-7092****US Citizen: Yes****Ownership: 0%****DOB: 1971-07-06****Criminal History Information**

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

No

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

No

Are there any violations for owners identified on the Business Demographics step not listed below?

No

Local Authority Information

* (required) Daytime Phone for Local Authority
(515) 382-5466

Sketch on File
Yes

Lease, Final Sales Contract, or Warranty Deed on File
Yes

Premise's Address Correct?
Yes

Premises Zoned Properly?

Fire Inspection Completed?

Document Upload Information

DOCUMENT NAME
Deed/Final Sales Contract or Lease

UPLOADED DOCUMENTS

UPLOADED DOCUMENTS

DOCUMENT NAME
Sketch

UPLOADED DOCUMENTS

UPLOADED DOCUMENTS

Previous

Next

DOCUMENT NAME

Deed/Final Sales Contract or Lease

UPLOADED DOCUMENTS

2306 DEED.pdf

UPLOADED DOCUMENTS

DOCUMENT NAME

Sketch

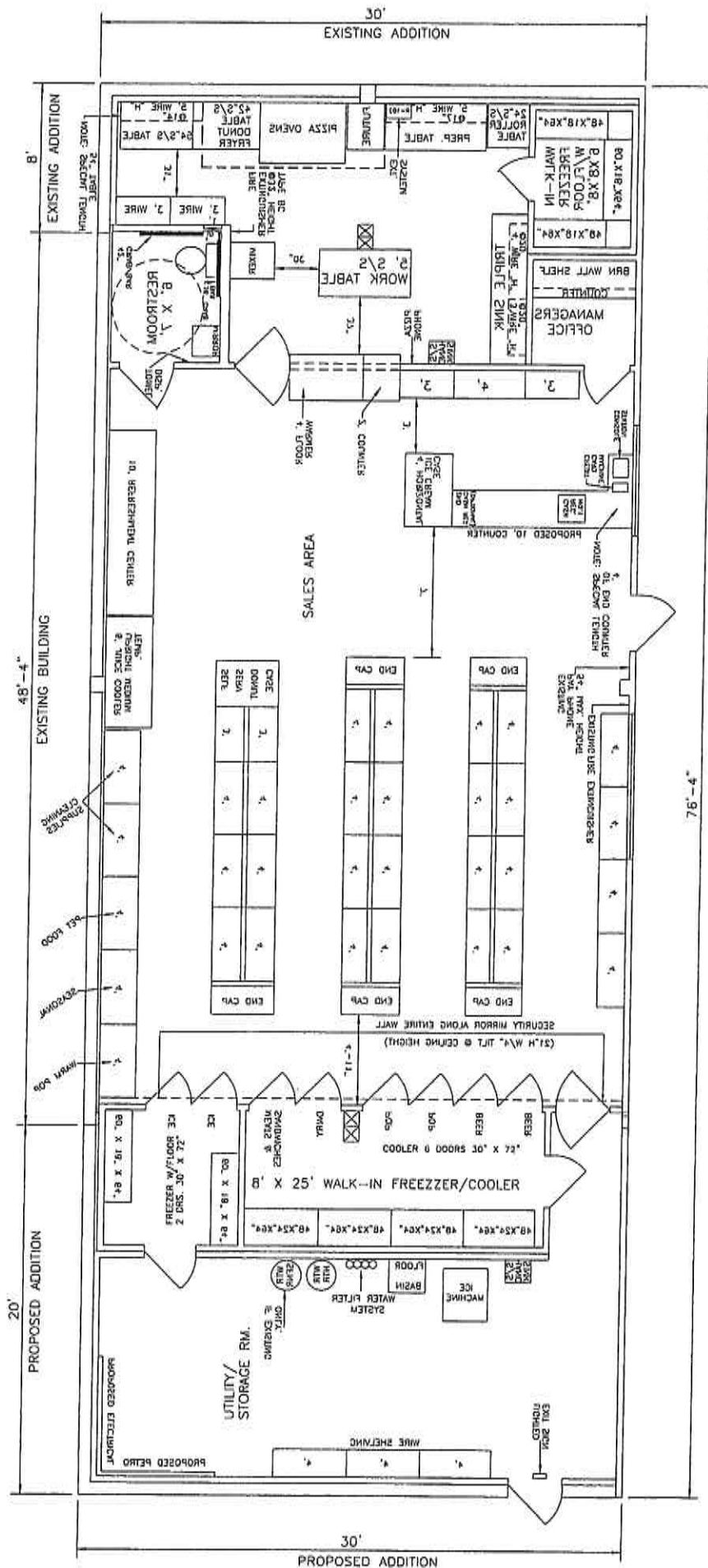
UPLOADED DOCUMENTS

2306_A-Store with 8' RH & 20' LH Additions.pdf

UPLOADED DOCUMENTS

Previous

Next



#2306 - Nevada, IA
 Interior sq. ft. = 2,175
 Sales sq. ft. = 1,116

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the May 24, 2021 Council Agenda

Business Name Casely #2506 Phone Number _____

Address 1136 Lincoln Hwy

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

5-11-21

Date

RAI

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

- (1) Exit door blocked by boxes (fixed)
(2) Boxes near electrical boxes (fixed on site)

Sports Bowl

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&

ia_slv=1620664218847>

(App-139503)

Agencies <https://directory.iowa.gov/?ia_slv=1620664218847>

Exit (/) Save and Exit

Social <https://directory.iowa.gov/social/Index?ia_slv=1620664218847>

<https://www.iowa.gov/search/google?ia_slv=1620664218847>

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

Review

Attestation / Endorsement

Step 9 of 10

Review

NEED HELP ?

License or Permit Type

License or Permit Type

Class C Liquor License

Length of License Requested

12 Month

Tentative Effective Date

2021-06-03

Tentative Expiration Date

2022-06-02

Privileges / Sub-Permits Information

Privileges

Outdoor Service

Sunday Sales

Sub-Permits

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

North side of the
building for special
events

Premises Information

Business Information

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

Tillotson, Keith

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

Sports Bowl

Indicate how the business will be operated

Sole Proprietor

Federal Employer ID #

Tentative Expiration Date

Jun 2, 2022

Premises Information

Address of Premises:

Address or location

1229 12th Street,Nevada,Iowa,Story

Search by a location name or address to automatically populate the

address fields below (optional)
* (required) Local Authority

Control of Premises

City of Nevada

Own
Premises Suite/Apt Number

* (required) Premises Street

1229 12th Street

Is the capacity of your establishment over

Are other liquor, wine or beer businesses ac-

200?

cessible from the interior of your premises?
Premises State

* (required) Premises City

No
Nevada

No
Iowa

Equipped with tables and seats to accommo-
* (required) Premises Zip/Postal Code
date a minimum of 25?

* (required) # of Floors:
Premises County

50201-0000

1
Story

Yes

of Bathrooms:

Premises Type

2+

Bowling Alley

Does your premises conform to all local and
state health, fire and building laws and regula-
tion?

Yes

Contact Information

* (required) Contact Name

* (required) Business Phone

Keith Tillotson

(515) 382-2500

tillotson@midiowa.net

(515) 231-2328

☐ Same as Premises Address**Mailing Address:**

Address or location

1035 Lincoln Hwy, Nevada, Iowa, Story

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

Mailing Street

1035 Lincoln Hwy

Mailing Suite/Apt Number

Mailing City

Nevada

Mailing State

Iowa

Mailing Zip/Postal Code

50201-0000

Mailing County

Story

Business Demographics Information

Mindy Tillotson

Position: Spouse

SSN: XXX-XX-1912

US Citizen: Yes

Ownership: 0%

DOB: 1957-07-13

Keith Tillotson

Position: Owner

SSN: XXX-XX-2766

US Citizen: Yes

Ownership: 100%

DOB: 1949-12-21

Criminal History Information

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

No

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

No

Are there any violations for owners identified on the Business Demographics step not listed below?

No

Dramshop Verification Information

Dram Shop

Illinois Casualty Co

Local Authority Information

Outdoor Service Area Approved / Denied
Outdoor Service Area Approved

* (required) Daytime Phone for Local
Authority
(515) 382-5466

Sketch on File
Yes

Lease, Final Sales Contract, or Warranty
Deed on File
Yes

Premise's Address Correct?
Yes

Premises Zoned Properly?
Yes

Fire Inspection Completed?
Yes

Health Inspection Completed?
No

Was a DCI background check run?
Yes

Previous License Number for this Location

* (required) Local Authority Email Address
cityhall@cityofnevadaiaowa.org

Comments

Amount Owed to Local Authority
617.50

Document Upload Information

DOCUMENT NAME

Deed/Final Sales Contract or Lease

UPLOADED DOCUMENTS

UPLOADED DOCUMENTS

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

UPLOADED DOCUMENTS

Previous

Next

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the May 24, 2021 Council Agenda

Business Name Sports Bowl Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

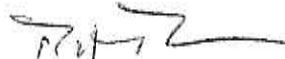
Address _____

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

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

5-11-21

Date



FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

NO ISSUES

Nevada Public Safety Department – Fire & EMS

Item # 5F
Date: 5/24/21

TO: Nevada City Council

FROM: Ricardo Martinez II
Nevada Public Safety Director

DATE: Wednesday, May 5, 2021

RE: Recommendation for Probationary Firefighter status – Zach Larson

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

Devon will be at the May 24th, 2021, City Council meeting. Please contact me should you have questions regarding this memorandum.

Respectfully,

Ricardo Martinez II
Public Safety Director

RESOLUTION NO. 107 (2020/2021)

**RESOLUTION ADOPTING THE STORY COUNTY MULTI-JURISDICTIONAL
LOCAL HAZARD MITIGATION PLAN**

WHEREAS, the City of Nevada, Iowa, 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, Iowa, 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 City of Nevada, Iowa, 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 City of Nevada, Iowa, 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, Iowa, adopts the "Story County Multi-Jurisdictional Local Hazard Mitigation Plan" as an official plan; and

BE IT FURTHER RESOLVED, the City of Nevada, Iowa, will submit this Adoption Resolution to the Iowa 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 24th day of May, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

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

AYES: -
NAYS: -
ABSENT: -

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No.107 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of May, 2021.

Kerin Wright, City Clerk

Date:

Certifying Official:

LOCAL MATCH RESOLUTION # 108 (20/21)
FOR THE
HAZARD MITIGATION GRANT PROGRAM

WHEREAS, City of Nevada (hereinafter called "the Subgrantee"), County of
(jurisdiction)
Story, has made application through the Iowa Homeland Security and Emergency Management
Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the
Hazard Mitigation Grant Program, in the amount of \$28,250 for the total project cost,
and

WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal
share not exceeding 75%, the state share not exceeding 10% and the local share being a *minimum* of 15% of
the total project cost. The *minimum* 15% local share can be either cash or in-kind match.

and

THEREFORE, the Subgrantee agrees to provide and make available up to \$4,237.50
(Four thousand two hundred thirty-seven dollars) of local monies to be used to meet the
minimum 15% match requirement for this mitigation grant application.

The resolution was passed and approved this 24th day of May 2021

Signatures of Council or Board Members:

Mayor

Brett Barker
Mayor

Council Member

Barb Mittman
Council Member

Council Member

Brian Hanson
Council Member

Council Member

Dane Nealson
Council Member

Council Member

Jason Sampson
Council Member

Council Member

Luke Spence
Council Member

Council Member

Sandy Ehrig
Council Member

I submit this form for inclusion with the HMGP Project Application.

Ray Reynolds, Fire Chief
Print Name of Authorized Representative

Authorized Representative's Signature and Date

Organization	Funding	For:
Assault Care Center Extending Shelter and Support	\$ 1,058.00	Crisis hot line, shelter, children's program, support groups, advocacy, community education, crisis response, financial assistance
Boys & Girls Club of Story County	\$ 2,420.00	To support program for Nevada youth, Nevada Food for Thought summer program.
Central Iowa RSVP	\$ 1,335.00	Volunteer Management for resident and emergency programs, rsvp volunteer driver program
Community and Family Resources	\$ 1,580.00	Help to receive mental health, substance and gambling abuse treatment; upgrade seating in office
Good Neighbor Emergency Assistance Inc	\$ 2,286.00	Emergency Financial Assistance for rent, utilities, food, and gasoline
Good Samaritan Fund	\$ 2,875.00	Rent and Utility Assistance for Nevada residents
Harmony Clothing Closet	\$ 1,184.00	Clothing Racks
Heartland Senior Services	\$ 1,670.00	Adult Day Center, Meals on Wheels, Outreach services
Legal Aid Society of Story County	\$ 3,471.00	Legal Representation for those that cannot afford it
Mid-Iowa Community Action Inc	\$ 1,715.00	Emergency Assistance offered to low income Story County residents
Nevada Community Band	\$ 699.00	Operating expenses
Nevada Community Resource Center	\$21,740.00	Assist in cost of before/after school programs and 1/2 day preschool and the summer program
Nevada Parent Teacher Association	\$ 799.00	General funding of activities planned and executed by the Nevada PTA
Raising Readers in Story Co	\$ 1,120.00	Reading programs for Nevada preschoolers and elementary students K-3
Salvation Army	\$ 3,240.00	Homelessness prevention, Hunger Relief
Volunteer Center of Story County	\$ 1,216.00	Volunteer Referral Service, Custom Service Projects, Days of Service, Camp Vollow
YSS of Eastern Story County/ Rosedale Shelter	\$ 6,592.00	Prevention and Education services, youth and family counseling, mentoring, youth crisis shelter

AGREEMENT

(Fiscal Year 2021/2022)

THIS AGREEMENT, entered into this 28 day of April, 2021 by and between the City of Nevada, Iowa, hereafter referred to as "City" and Assault Care Center Extending Shelter and Support, 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 2021/2022 budget, specifically, the sum of \$1058, 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, 2021 through June 30, 2022:

- Crisis hot line, shelter, children's program, support groups, advocacy, community education, crisis response, financial assistance

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

PARAGRAPH II. EVALUATION AND AUDIT

(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

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

ORDINANCE NO. 1017 (2020/2021)

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

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

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

Section 1. Grant.

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

Section 2. Indemnification.

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

Section 3. Excavations.

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

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

Section 4. Relocation.

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

Section 5. Modern System.

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

Section 6. Vegetation Management.

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

Section 7. Continuous Service.

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

Section 8. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 9. Permits.

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

Section 10. Undergrounding.

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

Section 11. Severability.

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

Section 12. Term of Agreement.

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

Section 13. Publication Expenses.

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

Section 14. Repeal of Conflicting Ordinances.

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

Section 15. Acceptance.

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

Section 16. Future Developments.

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

Section 17. Closing.

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

Section 18. Forfeiture and Termination.

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

Brett Barker, Mayor

Attest: _____
Kerin Wright, City Clerk

(SEAL)

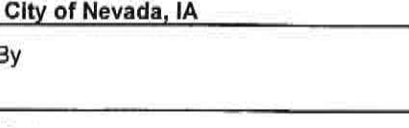
Item # 7B
 Date: 5/24/21

CHANGE ORDER

Distribution:

Owner	<u>X</u>
Contractor	<u>X</u>
HRG	<u>X</u>
Field	<u> </u>
Other	<u> </u>

PROJECT: Central Business District Infrastructure Project Nevada, Iowa	Change Order No.	Change Order 5
	Date	May 19, 2021
To Contractor: Con-Struct, Inc. 305 South Dayton Avenue Ames, IA 50010	Project No.	HRG 180306
	Original Contract Date	February 24, 2020
<p>The contract is changed as follows:</p> <p>Use suitable soil (crushed concrete) to replace saturated unsuitable soils in the alleys west of 6th Street from J Avenue to Lincoln Highway. Saturated soils were from a leaking water service, downspouts discharging into the excavations, and early season conditions. Amount of additional crushed concrete was calculated to be that portion exceeding the amount required above the storm sewer installation. Suitable soil to paid at price per ton for material only (\$17.00) plus 10% mark-up (\$1.70). See attached OnTrack Work Order #3 for additional information.</p> <p>Replace unsuitable soils with suitable soil (crushed concrete) in alley 781.01 Tons at \$18.70/Ton = \$ 14,604.89</p> <p>Total Change Order, Add to Contract \$ 14,604.89</p>		
Original Contract Sum		\$ 7,850,850.00
Net change by previously authorized Change Orders		\$ 28,561.47
The Contract Sum prior to this Change Order was		\$ 7,879,411.47
The Contract Sum will be increased by this Change Order in the amount of		\$ 14,604.89
The new Contract Sum including this Change order will be		\$ 7,894,016.36
The Contract Time will be increased by		0 Days
The date of Substantial Completion as of the date of this Change Order therefore is		November 1, 2021

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
Engineer HR Green, Inc.	Contractor Con-Struct, Inc.	Owner City of Nevada, IA
By 	By 	By 
Date: 5/19/2021	Date:	Date:

WORK ORDER

NEVADA, IOWA 50201
PH: 515-451-6719
ontrackconstruct@gmail.com

DATE: May 3, 2021
WORK ORDER # 3
RE: West Alley
Granular Backfill

ATTN: Doug Waite

ITEM DESCRIPTION	AMOUNT
**REPLACE UNSUITABLE SOILS W/ GRANULAR BACKFILL CRUSHED CONCRETE MATERIALS TOTAL CRUSHED CONCRETE HAULED FOR WEST ALLEY 1089.28 TON TOTAL MATERIAL USED 308.27 TON MATERIAL NEEDED TO ACHIEVE ROCK CHIMNEY *2 FT WIDE CHIMNEY X AVG. 5.71 FEET FROM SPRINGLINE *383.6 LF TRENCH X (5.71 FT TALL X 2 FT WIDE) X 1.9 <u>...1.9 IS THE CY TO TONS CONVERSION = 308.27 TONS</u> 1089.28 TON - 308.27 TON = 781.01 TON EXTRA BACKFILL 781.01 TON CRUSHED CONCRETE @ \$17.00/ TON	\$ 13,277.17
***PLEASE NOTE THAT THESE POUR SOIL CONDITIONS WERE CAUSED BY A LEAKING WATER MAIN AT NO FAULT OF ON TRACK'S. PLEASE ALSO NOTE THAT THE \$17.00 DOES NOT COVER DIRT DISPLACEMENT, HAUL AWAY, EXTRA LABOR PLACEMENT, ETC. WE HAVE AGREED TO DO THIS WORK FOR MATERIAL AND MARK-UP ONLY.	
10% Mark-up	\$ 1,327.72
TOTAL	\$ 14,604.89

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. 109 (2020/2021)

**A RESOLUTION REPEALING FACEMASK POLICY AND
AMENDING COVID-19 POLICY FOR THE CITY OF NEVADA**

WHEREAS, the Nevada City Council adopted a COVID-19 Policy per Resolution No. 046 (2020/2021) on October 26th, 2020, detailing the measures for City employees to mitigate the spread of coronavirus; and

WHEREAS, the Mayor issued a Facemask Policy for City Employees on November 12, 2020; and

WHEREAS, the Governor of the State of Iowa and CDC have set new guidelines for the coronavirus pandemic; and

WHEREAS, the Nevada City Council desires to repeal the Facemask Policy; and

WHEREAS, the Nevada City Council desires to amend the COVID-19 Policy as previously approved; and

WHEREAS, the Nevada City Council also realizes that recommendations from federal, state and local departments of public health are changing rapidly and hereby authorize the City Administrator to make necessary changes to this policy as needed in accordance with such recommendations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby repeals the Facemask Policy of November 12, 2020 and approves the amended COVID-19 Policy for the City of Nevada (Exhibit A).

PASSED AND APPROVED this 24th day of May, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member _ that Resolution No. 109 (2020/2021) be adopted.

Ayes: _

Nays: _

Absent: _

The Mayor declared Resolution No. 109 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 109 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of May, 2021.

Kerin Wright, City Clerk

FACEMASK POLICY

POLICY

This policy is in response to the 2020 COVID-19 pandemic as we are open up to the public. It is effective on November 24, 2020 and will remain in force until repealed or amended by the Nevada City Council.

SCOPE

This policy applies to all City owned facilities and to vehicles employed in city business.

PURPOSE & OBJECTIVES

The purpose of this policy is to establish guidelines for employee use of face coverings to:

- Protect public health by reducing exposure to the COVID-19 virus.
- Help slow the spread of the virus.
- Help people who are asymptomatic, or who have the virus and do not know it, from spreading it to others.

A face cover is not substitute for covering coughs, cleaning hands, or containing germs through physical distancing or by staying home when sick.

DEFINITIONS

Asymptomatic: Showing no signs or symptoms of a particular disease.

Face Covering: Material that covers the nose and mouth, secured to the head with ties or straps, or wrapped around the lower face. Examples of face coverings compliant with this policy include cloth masks, paper masks, scarfs, bandanas, neck gaiters, and face shields. Medical respirators and surgical masks are compliant with this policy, but employees are encouraged to preserve those items for health care settings.

PROVISIONS

1. A facemask covering the nose and mouth must be worn by all individuals, both employees and members of the public, before being granted entrance to any city facility.
 - a. For the purposes of this policy a facemask is defined as any mask, scarf, or bandanna that covers a person's mouth and nose.

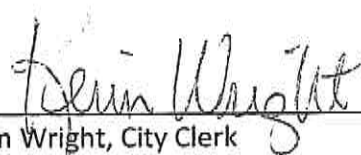
- b. Facemasks must be worn at all times and at places within the scope of this policy except as provided in Sections 2 and 4.
- 2. Employees may remove their facemasks under the following circumstances:
 - a. When seated or standing alone at the employee's desk or workstation.
 - b. When traveling alone in a vehicle on city business.
 - c. When in the employee's individual office working alone.
 - d. When the employee is able to continually maintain a minimum of a 6-foot distance from others.
- 3. Employees using paper face coverings should use a new mask every day.
- 4. Employees should discard face coverings that:
 - a. Do not or cannot stay on the face
 - b. No longer cover the nose and mouth
 - c. Are stretched out
 - d. Have damaged ties or straps
 - e. Have holes or tears
- 5. Individuals entering a city facility who do not have a facemask will be provided one by staff or personnel at the building. A sanitation station is made available at the main entrance of City Hall and the Library entrance with the provided masks. There will be no charge for the use of the city-provided facemasks. Citizens not wearing a mask or refuse to wear a mask will be asked to leave.
- 6. If an individual is subject to a health condition that prevents wearing a facemask, the individual will be provided with a reusable face shield. Face shields shall be worn subject to the same requirements as facemasks. The reusable face shields shall be dropped off in a designated bin as the individual exits the city facility. City maintenance personnel are responsible for sanitizing the face shields at the end of each day and returning them to the facility entrance points.
- 7. Signage demonstrating the proper wearing of a face mask shall be posted at all entrances.
- 8. An individual, including an employee, who refuses to wear a facemask or face shield will be denied entrance to the facility.
- 9. Employees in violation of this policy are subject to standard disciplinary procedures.

11/12/2020

10. This policy applies to all contractors doing work inside a city facility both during and after the facility's hours of operation.
11. The wearing of a facemask or face shield is not a substitute for social distancing practices, which shall be observed to the greatest extent possible.
12. The wearing of a facemask or face shield is not a substitute for staying home when ill, or under a recommended quarantine.
13. When available, reusable facemasks will be made available to city employees who do not provide their own facemasks. If city-supplied reusable facemasks are not available, employees may use disposable masks provided at the entrances of facilities or any facemask in compliance with the provisions of Section 1. Employees are responsible for the proper laundering of any reusable facemasks they use.


Brett Barker, Mayor

ATTEST:


Kerin Wright, City Clerk

Current policy
with suggested
changes

City of Nevada, Iowa
COVID-19 Policy
(Amended May 24, 2021)

This policy includes the measures we are actively taking to mitigate the spread of coronavirus. You are required to follow all these policies diligently, to sustain a healthy and safe workplace in this unique environment. It is important we all respond responsibly and transparently to these health precautions. We assure you we will always treat your private health and personal data with high confidentiality and sensitivity.

This coronavirus (COVID-19) policy is susceptible to changes with the introduction of additional governmental guidelines. If so, we will update you as soon as possible by email.

This policy applies uniquely to those City employees deemed to provide critical infrastructure (i.e. police, fire) as detailed below.

Symptoms of COVID-19

The virus COVID-19 can cause illness ranging from mild to severe and, in some cases, can be fatal. This means close contact within six feet and through respiratory droplets produced when an infected person coughs or sneezes. While humans are thought to be most contagious when symptomatic, the virus can spread even when an infected person is not showing symptoms. Symptoms typically include cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat and new loss of taste or smell (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>). Some people infected with the virus have reported experiencing other non-respiratory symptoms. Other people, called *asymptomatic cases*, have experienced no symptoms. According to the CDC, symptoms of COVID-19 may appear in as few as 2 days or as long as 14 days after exposure.

Physical Distancing.

While at work, everyone must:

- Practice social distancing by maintaining distance (approximately 6 feet or 2 meters) from others when possible.
- Please do not congregate in the common areas in the hallways, kitchen, and other common areas.
- ~~Face coverings or facemask are required when in the hallways, kitchen, and other common areas when social distancing is not possible.~~
- ~~Every effort should be taken to minimizing contact among coworkers and residents. Therefore, use face-to-face meetings with virtual or telephone communications when possible.~~ Virtual and telephone communications are encouraged when possible to minimize the number of face-to-face meetings.
- Please do not use other employees' phones, desks, offices, or other work tools and equipment, when possible.

General Hygiene.

- Stay home if you are sick.

- Wash your hands after using the toilet, before and after eating, and if you cough/sneeze into your hands (follow the 20 second handwashing rule) you can also use the sanitizers you will find around the office.
- Cough/sneeze into your sleeve, preferably into your elbow. If you use a tissue, discard it properly and clean/sanitize your hands immediately.
- Open the windows regularly to ensure open ventilation.
- Avoid touching your face, particularly eyes, nose, and mouth with your hands to prevent from getting infected.
- If you find yourself coughing/sneezing regularly, avoid close physical contact with your coworkers and take extra precautionary measures (such as requesting sick leave).
- Maintain regular housekeeping practices of your work areas, including routine cleaning and disinfecting of surfaces, equipment, and other elements of the work environment. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, PPE).
- ~~• Before coming to work each day, please take your temperature at home. The CDC states that a fever for COVID-19 purposes is any temperature at 100.4 degrees Fahrenheit/38 degrees Celsius or higher. If you have a temperature, please stay home. Persons with temperatures may not enter or remain at work.~~
- All employees are responsible for cleaning their own personal workspace.

Exposure

- Exposed: to be in direct contact with someone who has tested positive for COVID-19
 Ex 1: My wife tested positive for COVID, does this mean I was exposed? Yes
 Ex 2: My wife was exposed to someone that tested positive, does this mean I am exposed? No, this would be a secondhand exposure.

If an employee is sick.

- Prompt identification and isolation of potentially infectious individuals is a critical step in protecting all City employees. Therefore, we are asking that each person self-monitor for signs and symptoms of COVID-19 and if you suspect possible exposure, please stay at home in accordance with this policy.
- Symptoms include: cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat and new loss of taste or smell or just feel poorly.
- If you become sick or experience symptoms of COVID-19 while at work, please leave the worksite immediately and call your supervisor to let them know.
- If you are being tested for COVID-19, you are **required** to let your supervisor know. Depending on the circumstances and subsequent follow-up, that employee may need to self-quarantine.
- If you are feeling sick and have some symptoms of COVID-19 that are new and unrelated to another illness/disease that you have been previously diagnosed with and you have no

known exposure to anyone known to be COVID+, then employee must remain off work until:

- At least 24 hours have passed with no fever and without fever-reducing medication, and
 - At least 24 hours have passed since symptoms have improved.
- If you are sick and have symptoms of COVID-19 but the symptoms are NOT new and are easily related to another illness/disease that you have been previously diagnosed with, then the employee can return to work once they are symptom free.
 - If you've been in close contact with someone infected by COVID-19, with high chances of being infected yourself (within 6 feet of the infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset), but are currently asymptomatic, you are required to self-quarantine for 10 days and self-monitor for symptoms. If symptoms develop, employees should contact his/her healthcare provider.
 - If you need to provide care to a family member infected by COVID-19, request to work from home. Employees will be permitted to return to work 10 calendar days after the family member has recovered, provided that you're asymptomatic or you have a doctor's note confirming you don't have the virus.

COVID-19 Diagnosis

When and If you are diagnosed with COVID-19, please stay at home and stay in contact with your healthcare provider.

- **Symptomatic Employees**

Symptomatic employees who test positive for COVID-19, and/or who have had a known exposure to someone who is positive for COVID-19 are required to quarantine until all three of the following conditions are met:

- No fever for 72 hours without the use of a fever reducing medication
- Symptoms are improving/resolved
- At least 10 days have passed since the symptoms started

- **Asymptomatic Employees**

Asymptomatic employees who test positive for COVID-19, are required to self-quarantine for 10 days and self-monitor for symptoms. If symptoms develop, the employee should contact their healthcare provider and will not be eligible to return to work until the criteria set forth above for symptomatic employees have resolved. If no symptoms persist, the 10-day quarantine starts when a positive test result is received.

Quarantine Timeframe

The 10-day isolation period for symptomatic employees starts on the day a person begins having symptoms. If you receive a positive test and are asymptomatic, your 10-day isolation period starts when you receive a positive test. In the event you get tested and results come back negative, you may come back to work the following day. All quarantine days are Calendar, not working days.

Critical Infrastructure

Critical infrastructure employees of the City include all uniformed employees of the police and fire department. The following procedures apply to critical infrastructure only in an effort to ensure continuity of operations.

- If (i) you have tested positive for COVID-19 but are asymptomatic, or (ii) you've been in close contact with someone infected by COVID-19, with high chances of being infected yourself (within 6 feet of the infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset), but are currently asymptomatic, you may report to work but self-monitor for symptoms. The City will:
 - Screen the employees for symptoms of COVID-19 before each work shift;
 - Disinfect and clean all areas of the office, bathroom, common areas where the impacted employee works
 - Ensure the employee practices social distancing (remaining at least 6 feet away from others); and
 - ~~Ensure the employee wears a facemask to protect others.~~
- If the exposed employee develops symptoms of COVID-19 and is still working, the employee will be sent home immediately and required to quarantine until all three of the following conditions are met:
 - No fever for 72 hours without the use of a fever reducing medication
 - Symptoms are improving/resolved
 - At least 7 days have passed since the symptoms started

OR

If adequate testing is available, the employee can be tested to determine if they are still contagious, and would be eligible to return to work upon:

- No fever without the use of a fever reducing medication
- Symptoms are improving/resolved
- Employee received two negative tests in a row.

RESOLUTION NO. 110 (2020/2021)

**A RESOLUTION APPROVING MASTER AGREEMENT FOR ONLINE PAYMENT &
PROCESSING, APPLICATION DEVELOPMENT
AND WEBSITE SERVICES WITH NIC IOWA**

WHEREAS, the City of Nevada and Park and Recreation Department are in need of online payment processing services to provide the customer means of making payment with credit/debit cards and e-checks; and

WHEREAS, the City of Nevada previously obtained services from Iowa Interactive for card payments; and

WHEREAS, Iowa Interactive is now known as NIC Iowa and updated agreements are desired to provide additional services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Master Agreements for Online Payment & Processing, Application Development and Website Services (Exhibit A attached) between the City of Nevada and Iowa Interactive/NIC Iowa. The City Clerk is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 24th day of May, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 110 (2020/2021) be adopted.

AYES: __

NAYS: __

ABSENT: __

The Mayor declared Resolution No. 110 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 110 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of May, 2021.

Kerin Wright, City Clerk

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MASTER AGREEMENT

Agency Name: City of Nevada
Date: May 19, 2021



Online Payment
& Processing



Application
Development



Website
Services



www.nic-iowa.com



Master Agreement

Master Subscription Agreement

Subscriber Information

Name: City of Nevada
Address: PO Box 530, 1209 6th Street, Nevada, Iowa 50201
Contact Name: Kerin Wright
Title: City Clerk/ Treasurer
Effective Date: May 19, 2021

Agreement

This Master Subscription Agreement is made and entered into as of the Effective Date set forth above by and between NIC Iowa, LLC an Iowa limited liability company "NIC Iowa" and the subscriber identified above ("Subscriber"). Pursuant to this Agreement, Subscriber will be provided a subscription to certain Services as set forth in this Agreement and any Schedules or Statements of Work agreed to by NIC Iowa and the Subscriber. (The General Terms and Conditions and all Schedules and Statements of Work hereto are collectively referred to as the "Agreement"). If there is a conflict between a Schedule or Statement of Work and the General Terms and Conditions, the provisions of the General Terms and Conditions shall take precedence.

Schedules

- A. Services and Fee Schedule
- B. Third Party End User Agreement Clauses

Signatures

By signing this Agreement, the undersigned certify that they have read and understand, and agree to be legally bound by, this Agreement.

Subscriber

Signature: Date:

Kerin Wright, City Clerk/ Treasurer

NIC Iowa

Signature: Date: 5/19/2021

Carmen Easley
Carmen Easley, General Manager

General Terms and Conditions

1. DEFINITIONS

1. DEFINITIONS. The following are definitions applying to this Agreement. Additional definitions applying solely to a particular Schedule to this Agreement will be set forth in that Schedule.

1.1 "Affiliate" means with respect to a Party, any entity that controls, is controlled by, or is under common control with, a Party.

1.2 "Confidential Information" means:

- (i) With regard to NIC Iowa, all NIC Iowa Information, Software, and Intellectual Property Rights related to, connected with or arising out of the Services;
- (ii) With regard to Subscriber, Subscriber Information; and
- (iii) With regard to either Party, the terms, conditions, pricing and other contents of this Agreement, any non-public information regarding the business or business partners of such Party, and any other information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

Notwithstanding the foregoing, Confidential Information does not include information, data or know-how which:

- (i) Is in the public domain at the time of the disclosure or becomes available to the public thereafter without restriction, and not as a result of the act or omission of the receiving Party;
- (ii) Is rightfully obtained by the receiving Party from a third party without restriction as to disclosure;
- (iii) Is lawfully in the possession of the receiving Party at the time of the disclosure;
- (iv) Is approved for release by written authorization of the disclosing Party;
- (v) Is developed independently and separately by the receiving Party without use of the disclosing Party's Confidential Information; or
- (vi) Is required to be disclosed by the receiving Party pursuant to law or legally enforceable order of court or judicial body.

1.3 "End User" means a third party person or entity who has agreed to use one or more Services offered by NIC Iowa for the offering and sale of Products by Subscriber.



Master Agreement

1.4 **"Fees"** means all fees payable by Subscriber to NIC Iowa or charged to End User by Subscriber pursuant to this Agreement.

1.5 **"Force Majeure"** means events or conditions beyond a Party's reasonable control, including, without limitation, acts of common enemy, earthquakes, floods, fires, epidemics, terrorist attacks, embargoes, strike, fire, governmental acts or orders or restrictions, acts of God, lack of internet availability, inability to secure products or services from third parties, or any other reason where failure to perform is not caused by the negligence of the nonperforming Party.

1.6 **"Information"** means any technical, or business information in written, graphical, oral, or other tangible or intangible forms, including but not limited to specifications, drawings, tools, samples, reports, compilations, records, data, computer programs, drawings, models, and secrets.

1.7 **"Intellectual Property Rights"** means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how and any other similar rights or intangible assets recognized under any applicable laws or international conventions or treaties, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.

1.8 **"Party" or "Parties"** means, either individually or collectively, as the case may be, NIC Iowa and Subscriber and any and all permitted successors and assigns.

1.9 **"Products"** means the Transaction Documents, goods and/or services that may be ordered or used by End Users from Subscriber through its subscription to the Services.

1.10 **"Services"** means the hosted subscription services provided by NIC Iowa and Affiliates to Subscriber pursuant to this Agreement and as described in the Schedule A attached hereto, including any successor or replacement services offering the same or more functionality than its predecessor.

1.11 **"Software"** means the proprietary computer software programs utilized or provided by NIC Iowa in the delivery of Services.

1.12 **"Transaction Documents"** means any electronic business documents transmitted to the End User through the use of the Services.

1.13 **"Transaction Information"** means the data, information, pricing, quantities, parties and terms and conditions of any End User purchase or order of Products provided to or stored by NIC Iowa through use of the Services by an End User, but shall not include Transaction Documents or any portion of the Software.

2. LIMITED SUBSCRIPTION TO SERVICES

2.1 **Use.** Subject to payment of the applicable Fees and Subscriber's compliance with the terms of this Agreement, NIC Iowa hereby agrees to make the Service available to Subscriber through a monthly, limited subscription. Subscriber's subscription allows Subscriber to utilize the Services to manage the purchase and sale of Products, pursuant to the terms of this Agreement and any associated schedules, and further subject to the following restrictions: (i) Subscriber may use the Services and the Software solely for Subscriber's own internal business purposes; (ii) Subscriber may allow End Users to access the Services to enable transactions for the provision of Products by Subscriber [pursuant to Section 2.3], and



Master Agreement

(iii) Subscriber shall not (A) make any copies of all or any portion of the Software or the Services, (B) sell, sublicense, distribute, rent, lease or assign the subscription authorized herein, or the Services or the Software to any other person or entity, (C) modify, reverse engineer, decompile, disassemble, translate, alter or create derivative works based on the Services or the Software, (D) except for End Users, permit any non-Subscriber or other third party to use the Services, (E) create Internet "links" to or from the Services, or "frame" or "mirror" any content forming part of the Services, other than on Subscriber's own intranets or otherwise for its own internal business purposes, (G) send spam or other duplicative or unsolicited messages in violation of applicable laws, (H) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights, (I) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (J) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (K) attempt to gain unauthorized access to the Services or its related systems or networks; or (K) access, or allow access to, the Services in order to (1) build, or assist a third party in building, a competitive product or service, (2) build, or assist a third party in building, a product or service using similar ideas, features, functions or graphics of the Service, or (3) copy, or assist a third party in copying, any ideas, features, functions or graphics of the Service. Subscriber agrees that its purchase of the subscription described herein is not contingent upon any future functionality or features not expressly stated in this Agreement.

2.2 User IDs and Passwords. As part of the subscription, NIC Iowa shall provide to Subscriber user IDs and passcodes or other secured means to access the Services, as applicable. Subscriber is responsible for maintaining the confidentiality of its user IDs and passcodes and will be solely liable for all activities that occur under Subscriber's user IDs. Subscriber shall immediately notify NIC Iowa of any unauthorized use of Subscriber's user IDs and change any affected passcodes. Subscriber agrees to access, and require End Users to access, the Services in a secure manner in compliance with NIC Iowa's reasonable standards established from time to time, which currently require, to the extent applicable, Subscriber's use of web browsers utilizing 128 bit SSL encryption. Subscriber shall have sole responsibility and shall be liable to NIC Iowa for, the accuracy, quality, integrity, legality, reliability and appropriateness of all End User data and Transaction Documents, and shall use commercially reasonable efforts to prevent the unauthorized access or use of the Services.

2.3 Third Party End User Agreement. During the Term, as a part of its subscription, Subscriber may permit End Users to access the Software; provided, that Subscriber shall secure such third party's consent to an End User agreement that includes terms and conditions at least as protective of NIC Iowa and its Licensors as those set forth on **Schedule B and use and intellectual property ownership provisions consistent with and no less protective of NIC Iowa than the terms in the Agreement.** Notwithstanding any other term to the contrary, Subscriber shall indemnify and hold harmless NIC Iowa, its licensors and affiliates and their directors, shareholders, agents and employees, of, from and against any costs, losses, liabilities and expenses (including reasonable attorneys' fees) that would not have been incurred but for Subscriber's failure to adhere to the requirements of this Section 2.3.

3. SCOPE, AVAILABILITY AND MODIFICATIONS

3.1 Scope of Subscribed Services. The Services accessible through the subscription are intended to enable transactions between Subscriber and End Users. NIC Iowa is not a party to, third party beneficiary of, or a guarantor of performance with respect to, any subsequent agreement between Subscriber and any End User and/or third party. Specifically, (i) NIC Iowa does not control the quality, safety, legality or availability of Products accessed through the Services, the terms and



Master Agreement

conditions on which those Products are offered or purchased, or the End User's and/ or third party's compliance with an agreement that it may execute with Subscriber; (ii) NIC Iowa undertakes no duties to distribute or ship the Products; and (iii) under no circumstances shall NIC Iowa take title to, or in any manner obtain an interest in, or otherwise be deemed to be within the chain of title of, any Products. Subscriber acknowledges that NIC Iowa takes no responsibility for the terms and conditions governing the purchase, sale and delivery of Products.

3.2 Availability of Services. Notwithstanding anything to the contrary stated herein, Subscriber acknowledges and agrees that the availability of the Services is subject to the availability of connection services to and within the Internet and to other network functions within and around the Internet and that the Internet, by its nature, is not fault-tolerant, and events of Force Majeure could occur; NIC Iowa shall not have any liability for any breach of any representation, warranty or covenant of this Agreement that arises out of or relates to the unavailability of such connection services and other network functions. In addition, Subscriber understands and agrees that the availability of the Services is subject to planned and emergency downtime to address maintenance, security and other issues, and that NIC Iowa shall not have any liability for any claim that arises out of or related to such unavailability that are not within its reasonable control.

3.3 Modification of Services. Subscriber understands and agrees that NIC Iowa may unilaterally modify the Services, their names, or the manner in which the Services are made available, and that those modifications may create differences in how Subscriber accesses the Services on the condition that said modifications comply with applicable law or industry-accepted regulations or security standards. Subscriber further understands and agrees that, upon reasonable advance written notice of no less than 180 days to Subscriber, NIC Iowa reserves the right to replace any of the Services with services offering the same or more functionality than its predecessor.

4. PAYMENT

4.1 Payment Terms; Suspension of Subscription. During the term of this Agreement, Subscriber agrees to compensate NIC Iowa for Services as set forth in Schedule A attached hereto or in any Statement of Work. Unless otherwise noted in Schedule A or in any Statement of Work, NIC Iowa shall send invoices to Subscriber and all amounts due NIC Iowa shall be paid within thirty (30) days of the invoice date. Any amounts due under this Agreement not received by NIC Iowa by the due date shall be subject to a service charge of one and one half percent (1½%) per month, or the maximum charge permitted by law, whichever is less. If Subscriber's account is more than thirty (30) days' or more overdue, then in addition to any other remedy NIC Iowa has available to it in law or in equity, NIC Iowa reserves the right to suspend the subscription and Subscriber's access to the Services, without liability to Subscriber, and without notice to Subscriber, until such amounts are paid in full. The foregoing shall not apply to amounts, if any, that are the subject of a good faith dispute between Subscriber and NIC Iowa.

4.2 Taxes. Subscriber shall calculate and pay all taxes, duties or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for the Services provided under this Agreement, excluding only taxes based solely on NIC Iowa's net income. Subscriber shall hold NIC Iowa harmless from all claims and liability arising from Subscriber's failure to support or pay any such taxes, including duties, tariffs or charges.

4.3 Billing Procedures. Principal payment amounts will settle into the Subscriber's Bank Account as a total payment amount.

*Master Agreement*

5. PROPRIETARY RIGHTS

5.1 Title to Technology. All Intellectual Property Rights pertaining to NIC Iowa, the Software and the Services, in whole or in part, shall be, vest with and remain the exclusive property of NIC Iowa and its third party licensors. If all or part of any Software or Services provided by NIC Iowa becomes the subject of an actual or threatened lawsuit or if NIC Iowa believes such Software or Services may violate a third party's Intellectual Property Rights or applicable law, NIC Iowa will immediately be entitled to remove such content without incurring any liability to Subscriber except as stated in 9.1.

5.2 Title to Transaction Information. As between the Parties, all Intellectual Property Rights in Transaction Information supplied by Subscriber and/or its End Users in connection with the Services are and shall remain the exclusive property of Subscriber and/or its End Users, as applicable. NIC Iowa makes no claims, warranties or representations with regard to the ownership of Transaction Information. NIC Iowa shall be entitled to keep a copy of such Transaction Information for archival and defense purposes only.

5.3 Suggestions. NIC Iowa shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or its End Users relating to the Services which shall, upon incorporation by NIC Iowa, become the non-exclusive property of NIC Iowa.

6. CONFIDENTIALITY

6.1 Nondisclosure of Confidential Information. Each Party shall retain the other Party's Confidential Information in the strictest confidence (need to know basis) and shall not disclose such Confidential Information to any third party. Each Party agrees: (i) to use the Confidential Information only for the purposes of this Agreement; (ii) not to make copies of or store Confidential Information or any part thereof except as expressly permitted by this Agreement; (iii) to reproduce and maintain on any copies of any Confidential Information such proprietary legends or notices (whether of disclosing Party or a third party) as are contained in or on the original or as the disclosing Party may otherwise reasonably request in writing; and (iv) to treat this Agreement as Confidential Information. The receiving Party shall notify the disclosing Party in writing of any known unauthorized use, possession or disclosure of Confidential Information of the disclosing Party. The disclosing Party shall have the sole right (but shall be under no obligation) to take legal or other action against any third party with respect to any such unauthorized use, possession or disclosure of Confidential Information of the disclosing Party, and the receiving Party shall cooperate with Licensor in such effort.

6.2 Disclosures to Governmental Entities. If the receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it pursuant to law or as a result of court order, subpoena or similar legal action ("Process"), the receiving Party will give the disclosing Party written notice as promptly as possible, with the intention that it be sufficient to allow the disclosing Party to seek a protective order or other appropriate remedy. The receiving Party will cooperate with the disclosing Party's efforts to quash, modify or challenge the required disclosure. In the event that such disclosure is required, the receiving Party will disclose only such information as is legally required and only to the extent necessary to comply with the Process. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state in the Union.

*Master Agreement*

6.3 Remedies. The Parties agree that, notwithstanding any other section of this Agreement, in addition to other remedies available to the Parties and to the extent permitted by applicable law, the non-breaching Party shall be entitled to seek injunctive relief to protect its interests.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall become effective on the Effective Date and shall continue in force for a period of five (5) years, with automatic one (1) year renewals unless either party gives written sixty (60) day notice of termination.

7.2 Termination for Cause. NIC Iowa may, by written notice to Subscriber, terminate this Agreement if any of the events described under (i), (ii) or (iii) below occurs, and Subscriber may, by written notice to NIC Iowa, terminate this Agreement if either of the events described under (ii) or (iii) below occurs (in each case, "Cause"). In the event Subscriber terminates this Agreement for Cause,

NIC Iowa will refund the pro-rated portion of any pre-paid Fees covering the period of time during which Services were to be provided by NIC Iowa. In the event NIC Iowa terminates this Agreement for Cause, the Subscriber will forfeit any pre-paid Fees paid to NIC Iowa.

(i) Subscriber fails to pay any amount due to NIC Iowa within ten (10) days after NIC Iowa gives Subscriber written notice of such non-payment;

(ii) The other Party is in breach of any material, non-monetary term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after the non breaching Party gives the breaching Party written notice of such breach;

or

(iii) The other Party (a) terminates or suspends its business activities, (b) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which is not rescinded within sixty (60) days.

7.3 Return Of Materials. Upon termination of this Agreement consistent with the terms herein, NIC Iowa may immediately discontinue Subscriber's access and use of the Services. Subscriber shall promptly discontinue use of any Services, and return any Software and Confidential Information that Subscriber has received from NIC Iowa.

7.4 Effect of Termination. Notwithstanding any termination of this Agreement, Section 6 ("Confidentiality") shall survive for a period of five (5) years, Section 10.3 ("Employee Solicitation") shall survive for a period of one (1) year, while Sections 5 ("Proprietary Rights"), 8 ("Disclaimer; Limitation of Liability"), 9 ("Indemnification") and 10.5 ("Governing Law and Enforcement of Agreement") shall survive termination of this Agreement indefinitely. All other rights granted hereunder will cease upon termination.



Master Agreement

8. DISCLAIMER; LIMITATION OF LIABILITY.

8.1 Disclaimer. TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT AS UNAMBIGUOUSLY AND EXPRESSLY SET FORTH IN ANY EXHIBIT, SCHEDULE OR ATTACHMENT, THE SERVICES ARE PROVIDED "AS IS" AND NIC Iowa SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES CONNECTED WITH, RELATED TO OR ARISING OUT OF THIS AGREEMENT. NIC Iowa EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ACCESS OR USE OF THE SERVICES WILL BE ERROR FREE, SECURE OR UNINTERRUPTED, OR THAT INFORMATION OR CONTENT WILL BE ACCURATE OR TIMELY.

8.2 Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL NIC Iowa BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGIES OR SERVICES, COST OF COVER OR PUNITIVE OR EXEMPLARY, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUBSCRIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, NIC Iowa WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, NIC Iowa'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE NET FEES ACTUALLY PAID BY SUBSCRIBER TO NIC Iowa PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR DAMAGE. "NET FEES" IN THIS SECTION MEANS TOTAL FEES MINUS MERCHANT AND INTERCHANGE FEES.

9. INDEMNIFICATION

9.1 By NIC Iowa. NIC Iowa agrees to defend or, at its option, to settle, any claim brought against Subscriber for infringement of any United States copyright, trade secret or trademark by the Services as delivered, and to indemnify Subscriber against all damages and costs assessed against Subscriber under any such claim or action. Subscriber agrees that NIC Iowa shall be released from the foregoing obligation unless Subscriber has taken all reasonable steps to mitigate any potential expenses and provides NIC Iowa with: (i) prompt written notice of any such claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement of such claim or action; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Subscriber shall have the right to employ separate counsel and participate in the defense at its own expense; provided that NIC Iowa shall remain in control of the defense. In addition, NIC Iowa may, at its sole option and expense, either: (a) procure for Subscriber the right to use the infringing Services; (b) replace the infringing Services with non-infringing, functionally equivalent services; (c) modify the infringing Services so that they are not infringing; or if (a), (b), and (c) are not commercially feasible, then (d) cease to provide the infringing Services, pay as liquidated damages an amount equal to any pre-paid Fees covering any period of time during which such infringing Services were to be provided and terminate this Agreement as it relates to such infringing Services. Upon exercise of option (d) in the previous sentence, NIC Iowa shall have no further obligations or liability to Subscriber with respect to the infringing Services. Except as specified above, NIC Iowa will not be liable for any costs or expenses incurred without its prior written authorization. The foregoing obligations do not apply with respect to Services or Software or portions or components thereof (i) not supplied by NIC Iowa, (ii) made in whole or in part in accordance with Subscriber specifications, (iii) that are modified after delivery by NIC Iowa, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Subscriber continues allegedly infringing activity after being notified thereof or after being



Master Agreement

informed of modifications that would have avoided the alleged infringement, or (vi) where Subscriber's use of such Services or Software is not strictly in accordance with this Agreement. Subscriber will indemnify NIC Iowa from all damages, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from NIC Iowa's indemnity obligation by the preceding sentence.

9.2 By Subscriber. Subscriber shall indemnify and hold harmless NIC Iowa and its Affiliates, and their directors, shareholders, members, agents and employees from and against any fine, penalty, costs, losses, liabilities and expenses (including reasonable attorneys fees) arising out of or relating to (a) the Subscriber's and any End User's use of the Software or Services under this Agreement, or (b) Subscriber's negligence or willful/intentional misconduct or breach of any of its obligations set forth in this Agreement.

9.3 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF NIC Iowa AND ANY OF ITS LICENSORS, AND THE EXCLUSIVE REMEDY OF SUBSCRIBER, WITH RESPECT TO ANY ACTUAL OR ALLEGED IP INFRINGEMENT.

10. GENERAL

10.1 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; or (iii) sent by nationally recognized overnight or two (2) days air courier service.

Notice to Subscriber shall be sent to:

City of Nevada ("Legal Notice")
PO Box 530, 1209 6th Street
Nevada, Iowa, 50201
Attention: Kerin Wright

Notice to NIA shall be sent to:

NIC Iowa, LLC ("LEGAL NOTICE")
PO Box 482,
Waukee, IA 50263
Carmen.Easley@egov.com
Attention: Carmen Easley



Master Agreement

With a copy to:

NICUSA, Inc. ("LEGAL NOTICE")
25501 West Valley Parkway, Suite 300
Olathe, KS 66061
Attention: General Counsel

Either Party may change its address for notice by notice to the other Party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to a nationally recognized overnight or two (2) days air courier service.

10.2 Representations. Each Party represents and warrants that: (i) It is duly organized, validly existing and in good standing under the laws of its state of domicile; (ii) It has the power and authority to execute, deliver and perform under this Agreement; and (iii) This Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

10.3 Employee Solicitation. Subscriber acknowledges that NIC Iowa's business is dependent upon being able to adequately staff projects with qualified persons and adequately utilize its employees and independent contractors. Subscriber shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of NIC Iowa's employees or independent contractors to leave the employ or service of NIC Iowa or hire an NIC Iowa employee, during the period such employee or independent contractor is working for NIC Iowa and for one (1) year immediately following the period for which such employee or independent contractor last performed services for NIC Iowa.

10.4 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Subscriber, in whole or in part, whether voluntarily or by operation of law, except that Subscriber may assign this Agreement in connection with a sale of its assets, merger or consolidation or other transaction commonly known as a business combination. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding anything to the contrary, NIC Iowa shall have the right to subcontract any of its obligations hereunder to third parties, provided that NIC Iowa shall remain primarily responsible for the performance of any such obligations.

*Master Agreement*

10.5 Governing Law and Enforcement of Agreement. This Agreement shall be governed in accordance with the laws of the State of Iowa, without reference to conflict of laws principles. The Parties consent and submit exclusively to the jurisdiction and service of process of the courts of the State of Iowa or the courts of the United States located in Polk County, Iowa. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. To the extent permissible by law, the Uniform Computer Information Transaction Act will not apply to this Agreement. In the event either party brings an action to enforce this Agreement (including any attachments or schedules), the prevailing party shall be entitled to recover from the losing party all reasonable attorneys' fees and costs associated with the enforcement proceeding, including fees and costs incurred in any appellate proceeding.

10.6 Independent Contractors. The relationship of NIC Iowa and Subscriber established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed or implied to give either Party the power to direct or control the day-to-day activities of the other or constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

10.7 Publicity. The Parties agree that any press release, public announcement, confirmation or other information regarding this Agreement or the transactions contemplated hereby shall be made only after each Party has approved in writing the time, form and content of any such information to be disseminated to third parties or the public. Upon Subscriber's written consent, NIC Iowa may use Subscriber's name in client listings, on its web site, in a client profile, and in future press releases, product brochures and financial reports indicating that Subscriber is a customer of NIC Iowa. Nothing in this section shall impair the right of either party to disclose information necessary, in the sole judgment of the Party or the Party's affiliate, to comply with securities laws or public trading reporting obligations under laws of the United States or any state in the Union.

10.8 Miscellaneous. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions. No waiver, amendment or variation to this Agreement shall be valid unless in writing and signed by both Parties. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by Force Majeure. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. Section and Schedule headings are for ease of reference only and do not form part of this Agreement. This is an integrated Agreement and all exhibits, schedules and attachments hereto and incorporated herein constitute the entire, final, complete and exclusive



Master Agreement

agreement between the Parties and supersede all previous agreements, intentions, or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party. Both Parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. No employee, agent, representative, or affiliate of NIC Iowa has authority to bind NIC Iowa to any oral representations or warranty concerning the Software or the Services. Any written representation or warranty not expressly contained in this Agreement (including any Schedules) will not be enforceable.

10.9 No Third Party Beneficiaries. No parties, entities, or persons other than the Parties hereto may rely on or derive any rights pursuant to or under this Agreement.

10.10 PCI DSS Compliance. The Parties understand and agree to comply with PCI DSS and any amendments thereto. The Parties acknowledge that each Party is responsible for the security of cardholder data in its possession. The Parties agree to maintain a list of which PCI DSS requirements are managed by Subscriber, and which requirements are the responsibility of NIC Iowa to include in NIC Iowa PCI DSS reviews. Upon request, a Party agrees to provide the other Party (in this case, also a requesting party) with written proof of its compliance with the PCI DSS. If NIC Iowa is providing Payment Services Devices (as indicated on Schedule A), Subscriber shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the Payment Service Devices, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9. All information that is transmitted by Subscriber via NIC Iowa's network or system shall be handled in accordance with commercially reasonable security standards. If either party becomes aware that it is not PCI-DSS level 1 compliant, it shall promptly notify the other party in writing within 24 hours of such failure.

10.11 Insurance. NIC Iowa shall purchase and maintain, at its sole expense and as long as it is providing Services to Client under this Agreement, the following insurance coverage:

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage, premises/operations, contractual liability, and products/completed operations. Coverage includes a blanket endorsement or other policy wording to include Client as an additional insured for work performed by NIC Iowa in accordance with this Agreement.

Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations



Master Agreement

Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to Client of approval as a self-insurer by the State of Iowa.

Limits:

- Workers' Compensation – statutory
- Employer's Liability - \$500,000 Bodily Injury by Accident, Each Accident; \$500,000 Bodily Injury By Disease, Each Employee;

\$500,000 Bodily Injury By Disease, Policy Limit

Professional Liability/Network Risk – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by NIC Iowa. Coverage shall be effective upon the date of this Agreement and shall remain effective for a period of two (2) years after the date of final payment hereunder. Policy will include coverage for acts, errors or omissions by subcontractors acting on behalf of and at the direction of NIC Iowa. Policy will also include network risk coverage which shall include first party coverages, including notification expenses, legal expenses, cyber extortion, forensic investigation costs, data recovery expenses and public relations services. Third party coverages should be purchased, including coverage for liability arising from breach of third party business data, unintended transmission of malware, and privacy regulatory claims.

Limits:

- \$2,500,000 per claim, \$2,500,000 annual aggregate

Employee Dishonesty Insurance Coverage- Fidelity Insurance, the requirement for which may be satisfied by a Commercial Crime policy which shall include, but not be limited to, funds transfer fraud and computer fraud coverage, with a limit of \$100,000 per loss.

Subscriber shall be named additional insured on the Commercial General Liability insurance policy required of this Agreement. Should any work be subcontracted, it shall be the responsibility of NIC Iowa to require subcontractors to maintain Commercial General Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, NIC Iowa shall provide proof of Workers' Compensation Insurance for all subcontractors

*Master Agreement*

performing work on behalf of NIC Iowa under this Agreement in compliance with the required statutory limits of the State of Iowa.

Said policies of insurance shall be with companies licensed to do business in the State of Iowa in a form satisfactory to Client. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company, or equivalent, if insurer is not rated by A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by Client at least five (5) days in advance of commencing work under this Contract. Where said notice of cancellation is not available from carrier, NIC Iowa agrees to provide such notice. Cancellation, non-renewal or lapse of any of the required policies shall be an Event of Default and subject to cure under this Agreement. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any amendments thereto.

10.12 Agent of the Subscriber. Subscriber appoints NIC Iowa as its limited agent solely for the purpose of receiving and processing payments related to the funds that NIC Iowa collects on behalf of the Subscriber in connection with NIC Iowa's payment processing services. Upon receipt of the funds by NIC Iowa as an agent of the Subscriber, the End User's payment obligations, if any, to the Subscriber as extinguished for such fee to the same extent as if the Subscriber had received such funds directly. The Subscriber will not attempt to hold the End User responsible in the unlikely event that NIC Iowa fails to remit funds to the Subscriber as required by this Agreement (although this will not limit Subscriber's rights in the event that a payment from an End User is dishonored). Without limitation, this means that the Subscriber will not attempt to recover funds or withhold services or products from an End User based solely on NIC Iowa's failure to remit funds to Subscriber as required by this Agreement. Nothing in this paragraph shall limit Subscriber's rights with respect to the Agreement, nor the remedies available to Subscriber against NIC Iowa for NIC Iowa's failure to remit funds to the State in accordance with the terms of this Agreement.



Master Agreement

Schedule A

SERVICES AND FEE SCHEDULE

(Fee to be passed on to End-User)

Services

Under this Agreement, NIC Iowa will provide Client with a subscription to the following hosted Software and Services.

Hosted Software

Application Engine – is a proprietary application development platform provided by NIC Iowa or its affiliates. Applications and services developed under this Agreement may be developed using the Application Engine.

Checkout – is the NIC Iowa proprietary web-based application that will act as the interface for the End-User to input certain data, including name, address, and credit card information, necessary to process a payment.

TPE - is the NIC Iowa proprietary payment engine that will act as the middleware between Checkout and the credit card authorization network to obtain authorization and settlement of funds from the End-Users card issuing bank.

Web-based Reporting/Administration Tools – NIC Iowa will assign Client secure access to real-time online reporting tools for the purposes of issuing refunds, order research, daily and monthly reporting, and accounts reconciliation.

CDB – is the NIC Iowa proprietary customer database application that will allow End-User to register for recurring payments and that will hold the End-User profile for recurring payments.

PayPort – is the NIC Iowa proprietary web-based application that allows for the Client to use card swipe device for at the point of sale.

Prompt Pay - is a proprietary web-based application provided by NIC Iowa or its affiliates that allows for Client to use SMS text messaging and email to request and collect payment from the End-User.

Gov2Go® – is a multi-tenant cloud-based platform-as-a-service (PaaS) solution that includes dashboard, timeline, documents, service directory and payment.

MicroServices Platform - an API-based platform that includes, but is not limited to, functionality to support the NIC Shopping Cart, address and phone number validation, event notifications, form service, and document management.

OnTheGo – a proprietary mobile application that allows Client to use card swipe devices for point of sale transactions to capture and encrypt data without connectivity.

Services

Payment Processing Services – NIC Iowa will provide Subscriber with credit card payment processing services for any credit or debit card with the Visa™, Discover™, or MasterCard™. Other branded cards can be accepted by written



Master Agreement

mutual consent of both Parties. However, NIC Iowa reserves the right to make Fee changes in order to process other cards.

Client Technical Support – NIC Iowa will provide a telephone number as well as an email address to the Subscriber for reporting any technical difficulties.

Chargeback Retrieval/Research – A chargeback occurs when an End-User disputes the transaction with their card issuing bank. The card issuing bank will contact NIC Iowa asking for supporting documentation to verify that the transaction was legitimate and processed with the consent of the End-User. NIC Iowa will work with the card issuing bank to resolve chargebacks in a timely manner.

Payment Service Devices

NIC Iowa will provide 0 of Payment Service Devices during the term of this Agreement. "Payment Service Devices" means N/A. Subscriber will maintain the Payment Service Devices in its possession and will return such devices in the same condition as when received, ordinary wear and tear excepted.

Fees

Enhanced Access Fees – NIC Iowa will charge End-User 2.35% plus \$1.50 per transaction added to total payment if paid via a credit card. Subscriber understands that credit card merchant fees, which are included in Enhanced Access Fees, are set outside the control of NIC Iowa. NIC Iowa reserves the right to increase Enhanced Access Fees after providing written notice to Subscriber.

eCheck/ACH Fees – NIC Iowa will charge End User \$1.50 per eCheck/ACH transaction.

Refunds – NIC Iowa understands that from time to time Subscriber may have to refund End-User the transaction amount. Subscriber will coordinate with NIC Iowa to verify the refund amount and it will be the responsibility of the Subscriber to issue refunds to End-Users at Subscriber's discretion. However, due to the potential of large transaction payments, NIC Iowa may ask Subscriber to remit to NIC Iowa the refund amount, before NIC Iowa issues the refund. In cases where NIC Iowa issues a refund without requesting Subscriber to remit payment prior to issuing the refund, NIC Iowa will "net" all refunded amounts from future disbursements.

Chargeback Retrieval/Research – In the event of End User chargeback, the Subscriber's account is debited the principal amount by End-Users bank. However, should NIC Iowa resolve the Chargeback in the Subscribers favor, the amount will



Master Agreement

be re-credited to Subscriber. In the event that chargeback is upheld in the End User's favor, it is the responsibility of the Subscriber (rather than NIC Iowa) to pursue the collection on the Chargeback amount from the End User.

eCheck/ACH Returns/Disputes – NIC Iowa may ask Subscriber to remit to NIC Iowa the ACH return amount, before NIC Iowa issues the ACH return. In cases where NIC Iowa issues a return without requesting Subscriber to remit payment prior to issuing the return, NIC Iowa will "net" all refunded amounts from future disbursements. It is the Subscriber's responsibility (rather than NIC Iowa) to pursue collection on all ACH returns from the End User.

Flow of Funds

All funds that are processed through the Payment Engine will be deposited into an account owned by the Subscriber. Transaction cut off times for credit card transactions through the public site (ecommerce) are set at 11:58 CST to 11:58 CST and 11:57 CST to 11:57 CST through the administrative site (retail). ACH processing is set at midnight to 11:59:59. Visa, MasterCard, and Discover transactions typically settle within twenty-four (24) to forty-eight (48) hours. Electronic check transactions typically settle within twenty-four (24) to forty-eight (48) hours. All settlement files are delivered for origination through the ACH network.

ASSUMPTIONS

Subscriber will be responsible for providing the online application that will communicate to Checkout and transfer to Checkout all relevant information necessary to process the payment successfully.

Subscriber will provide NIC Iowa with any support and supporting documentation that may be needed to process Chargebacks and Refunds.

Subscriber will work diligently with NIC Iowa to help test and implement the Service in a timely manner.



Master Agreement

Schedule B

Third Party End User Agreement Clauses

1. **Third-Party Beneficiary.** NIC Iowa shall be a direct and intended third-party beneficiary to this Agreement.
2. **No Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES TO BE ACCESSED BY THE END USER HEREUNDER IS PROVIDED 'AS IS' WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SOFTWARE AND SERVICES RESIDES WITH END USER. ALL OTHER CONDITIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
3. **Limitation Of Liability.** IN NO EVENT WILL SUBSCRIBER, NIC Iowa OR THEIR RESPECTIVE COMPANIES, LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUBSCRIBER, NIC Iowa OR THEIR RESPECTIVE COMPANIES, LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SUBSCRIBER, NIC Iowa AND THEIR RESPECTIVE COMPANIES, LICENSORS AND SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SUBSCRIBER'S, NIC Iowa'S AND THEIR RESPECTIVE COMPANIES', LICENSORS' AND SUPPLIERS' CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE FEES PAID BY END USER TO SUBSCRIBER UNDER THIS AGREEMENT. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF NIC Iowa, SUBSCRIBER AND ITS LICENSORS AND THE EXCLUSIVE REMEDY OF END USER, WITH RESPECT TO THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER.
4. **Indemnity.** To the maximum extent permitted by applicable law, end user shall indemnify, defend, and hold harmless Subscriber and NIC Iowa from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) that Subscriber or NIC Iowa may sustain or incur from: (i) end user's use of the Software or Services; (ii) end user's failure to comply with applicable laws and regulations or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services; or (iii) end user's breach of any of its obligations set forth in this Agreement.



MASTER AGREEMENT

Agency Name: Parks and Recreation Consessions, City of Nevada
Date: May 19, 2021



Online Payment
& Processing



Application
Development



Website
Services



www.nic-iowa.com

*Master Agreement***Master Agreement**

Subscriber Information

Name: Parks and Recreation Concessions, City of Nevada
Address: 1717 Fawcett Parkway, Nevada, Iowa 50201
Contact Name: Kerin Wright
Title: City Clerk/Treasurer
Effective Date: May 19, 2021

Agreement

This Master Subscription Agreement is made and entered into as of the Effective Date set forth above by and between NIC Iowa, LLC an Iowa limited liability company "NIC Iowa" and the subscriber identified above ("Subscriber"). Pursuant to this Agreement, Subscriber will be provided a subscription to certain Services as set forth in this Agreement and any Schedules or Statements of Work agreed to by NIC Iowa and the Subscriber. (The General Terms and Conditions and all Schedules and Statements of Work hereto are collectively referred to as the "Agreement"). If there is a conflict between a Schedule or Statement of Work and the General Terms and Conditions, the provisions of the General Terms and Conditions shall take precedence.

Schedules

A. Services and Fee Schedule

B. Third Party End User Agreement Clauses

Signatures

By signing this Agreement, the undersigned certify that they have read and understand, and agree to be legally bound by, this Agreement.

Subscriber

Signature:

Date:

Kerin Wright, City Clerk/Treasurer

NIC Iowa

Signature:

Date:

Carmen Easley

5/19/2021

Carmen Easley, General Manager



Master Agreement

informed of modifications that would have avoided the alleged infringement, or (vi) where Subscriber's use of such Services or Software is not strictly in accordance with this Agreement. Subscriber will indemnify NIC Iowa from all damages, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from NIC Iowa's indemnity obligation by the preceding sentence.

9.2 By Subscriber. Subscriber shall indemnify and hold harmless NIC Iowa and its Affiliates, and their directors, shareholders, members, agents and employees from and against any fine, penalty, costs, losses, liabilities and expenses (including reasonable attorneys fees) arising out of or relating to (a) the Subscriber's and any End User's use of the Software or Services under this Agreement, or (b) Subscriber's negligence or willful/intentional misconduct or breach of any of its obligations set forth in this Agreement.

9.3 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF NIC Iowa AND ANY OF ITS LICENSORS, AND THE EXCLUSIVE REMEDY OF SUBSCRIBER, WITH RESPECT TO ANY ACTUAL OR ALLEGED IP INFRINGEMENT.

10. GENERAL

10.1 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; or (iii) sent by nationally recognized overnight or two (2) days air courier service.

Notice to Subscriber shall be sent to:

("Legal Notice")

Parks and Recreation Consessions, City of Nevada

1717 Fayette Parkway, Iowa, 50201

Attention: Kerin Wright

Notice to NIA shall be sent to:

NIC Iowa, LLC ("LEGAL NOTICE")

PO Box 482,

Waukegan, IA 50263

Carmen.Easley@egov.com

Attention: Carmen Easley



Master Agreement

Services

Payment Processing Services – NIC Iowa will provide Subscriber with credit card payment processing services for any credit or debit card with the Visa™, Discover™, or MasterCard™. Other branded cards can be accepted by written mutual consent of both Parties. However, NIC Iowa reserves the right to make Fee changes in order to process other cards.

Client Technical Support – NIC Iowa will provide a telephone number as well as an email address to the Subscriber for reporting any technical difficulties.

Chargeback Retrieval/Research – A chargeback occurs when an End-User disputes the transaction with their card issuing bank. The card issuing bank will contact NIC Iowa asking for supporting documentation to verify that the transaction was legitimate and processed with the consent of the End-User. NIC Iowa will work with the card issuing bank to resolve chargebacks in a timely manner.

Payment Service Devices

NIC Iowa will provide 0 of Payment Service Devices during the term of this Agreement. "Payment Service Devices" means N/A. Subscriber will maintain the Payment Service Devices in its possession and will return such devices in the same condition as when received, ordinary wear and tear excepted.

Fees

Enhanced Access Fees – NIC Iowa will charge Concessions End-User 2.35% plus \$0.75 per transaction (principal payment maximum capped at \$40) added to total payment if paid via a credit card. Subscriber understands that credit card merchant fees, which are included in Enhanced Access Fees, are set outside the control of NIC Iowa. NIC Iowa reserves the right to increase Enhanced Access Fees after providing written notice to Subscriber.

eCheck/ACH Fees – NIC Iowa will charge Concessions End-User \$0.75 per eCheck/ACH transaction (principal payment maximum capped at \$40).

Refunds – NIC Iowa understands that from time to time Subscriber may have to refund End-User the transaction amount. Subscriber will coordinate with NIC Iowa to verify the refund amount and it will be the responsibility of the Subscriber to issue refunds to End-Users at Subscriber's discretion. However, due to the potential of large transaction payments, NIC Iowa may ask Subscriber to remit to NIC Iowa the refund amount, before NIC Iowa issues the refund. In cases where NIC Iowa issues a refund without requesting Subscriber to remit payment prior to issuing the refund, NIC Iowa will "net" all refunded amounts from future disbursements.

Story County 4-H Fair
Assoc

Services <https://directory.iowa.gov/service/index?_ga=1.101492737.1604613096.1488473035>

Item # 8B

ia_slv=1620412644585>

Date: 5/24/21

(App-137235)

Agencies <https://directory.iowa.gov/?ia_slv=1620412644585>

Exit (/) Save and Exit

Social <https://directory.iowa.gov/social/index?ia_slv=1620412644585>

<https://www.iowa.gov/search/google?ia_slv=1620412644585>

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

Review

Attestation / Endorsement

Step 9 of 10

Review

NEED HELP ?

License or Permit Type

License or Permit Type

Length of License Requested

Special Class C Liquor License

5 Day

Tentative Effective Date

Tentative Expiration Date

2021-06-16

2021-06-21

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

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

STORY COUNTY 4-H FAIR ASSOCIATION

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

Story County 4-H Fair Association

Indicate how the business will be operated

Non-Profit Association

*** (required) Federal Employer ID #**

42-6076759

*** (required) Business Number of Secretary of State**

82295

Tentative Expiration Date

Jun 21, 2021

Premises Information

Address of Premises:

Address or location

220 H Avenue, Nevada, Iowa, Iowa

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

* (required) Local Authority

* (required) Premises Street
City of Nevada

220 H Avenue

Control of Premises

Premises Suite/Apt Number

Own

Is the capacity of your establishment over

* (required) Premises City

200?

Nevada

Yes

Are other liquor, wine or beer businesses ac-

cessible from the interior of your premises?

Iowa

No

* (required) Premises Zip/Postal Code

Equipped with tables and seats to accommo-

50201

date a minimum of 25?

Yes

Premises County

* (required) # of Floors:

Iowa

1

of Bathrooms:

2+

Premises Type

Fairgrounds

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

Yes

Contact Information

* (required) Contact Name

Michelle Gibson

* (required) Business Phone

(515) 450-4329

*** (required) Email Address**

maamgibson@gmail.com

*** (required) Phone**

(515) 450-4329

☐ Same as Premises Address**Mailing Address:**

Address or location

P.O. Box 163, Nevada, Iowa, Story

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

Mailing Street

P.O. Box 163

Mailing Suite/Apt Number

Mailing City

Nevada

Mailing State

Iowa

Mailing Zip/Postal Code

50201

Mailing County

Story

Business Demographics Information

Steven Zietlow**Position:** Manager**SSN:** XXX-XX-6945**US Citizen:** Yes**Ownership:** 100%**DOB:** 1972-04-27

Criminal History Information

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

No

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

No

Dramshop Verification Information

Dram Shop

Iowa Communities Assurance

Pool



Local Authority Information

* (required) Daytime Phone for Local

Authority

(515) 382-5466

Sketch on File

Yes

Lease, Final Sales Contract, or Warranty

Deed on File

Yes

Premise's Address Correct?

Yes

Premises Zoned Properly?

Yes

Fire Inspection Completed?

No

Health Inspection Completed?

No

Was a DCI background check run?

No

Previous License Number for this Location

* (required) Local Authority Email Address

cityhall@cityofnevadaiaowa.org

Comments

Amount Owed to Local Authority

28.13

Document Upload Information

DOCUMENT NAME

Deed/Final Sales Contract or Lease

UPLOADED DOCUMENTS

2009-000001067500120834500012368352_0001.TIF.tif

UPLOADED DOCUMENTS

DOCUMENT NAME

Sketch

UPLOADED DOCUMENTS

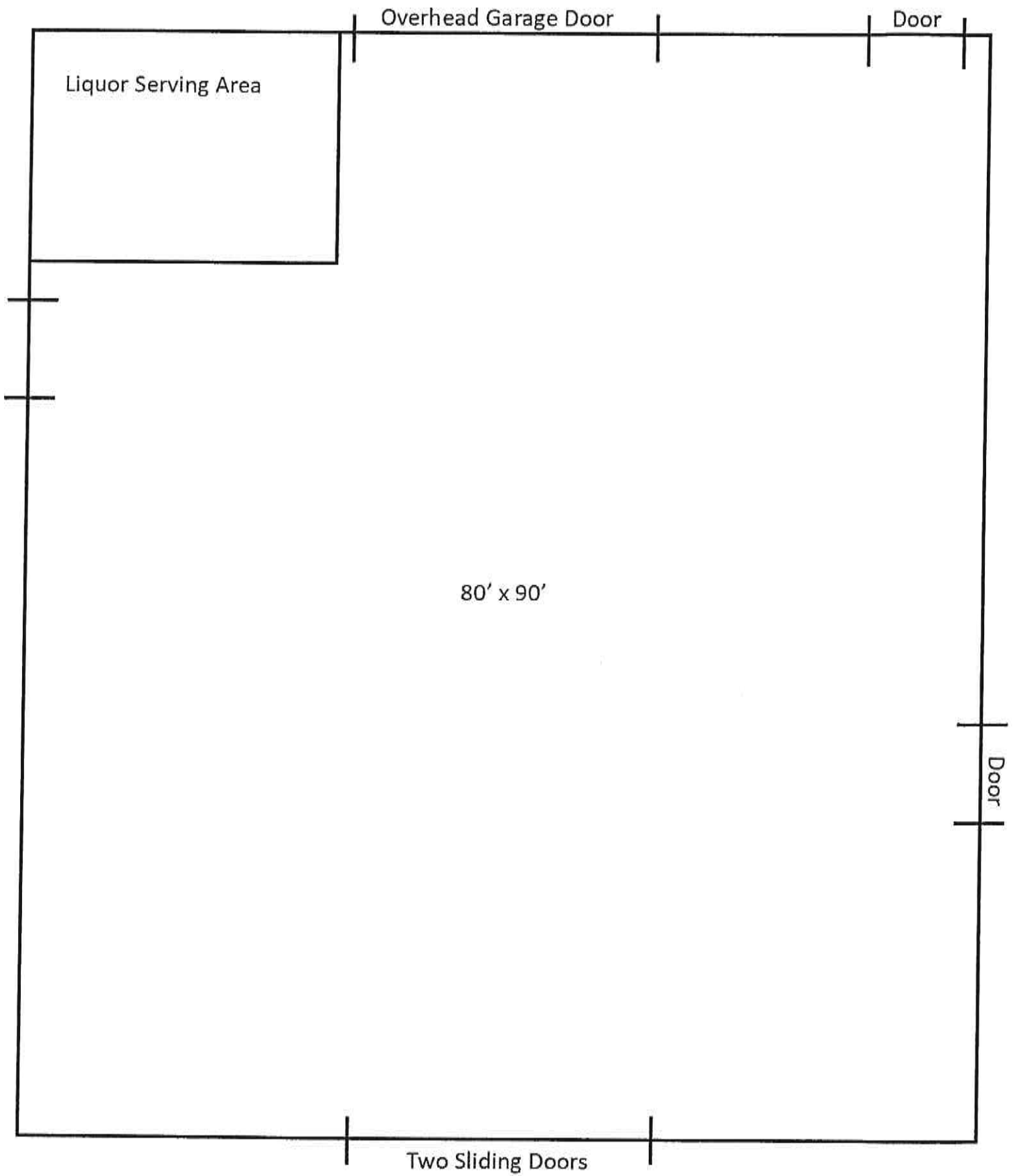
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UPLOADED DOCUMENTS

Previous

Next

2011



BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the May 24, 2021 Council Agenda

Business Name Story Co Fair Assoc Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

5-12-21

Date

[Signature]

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

(1) Remove gates prior to event

(2) Replace fire extinguishers removed over the winter.

(3) Test Rafter emergency lights.

All to be completed prior to event.



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

Wednesday, May 18th, 2021

Michelle Gibson
Fair Operations Manager
Story County Fair Association
220 H Avenue
P. O. Box 163
Nevada, Iowa 50201
C: 515.450.4329
maamgibson@gmail.com

Reference: "A Night at the Fair" Event

Dear Michelle,

Director of Fire & EMS Ray Reynolds informed me of the 4-H Fundraiser being planned in June 2021. DFE Reynolds provided your email address which was used to contact you on Tuesday, May 18th, 2021. Via email, you are holding a 4-H fundraiser event. This event takes place on Friday, June 18th, 2021; schedule to start at 6:00pm, with conclusion at 11:00pm. Patrons are required to purchase a ticket to this event. No one under 21 is allowed to buy a ticket or partake in the affair. Fair board members will be present to enforce the age restriction.

This request is **APPROVED** under the following conditions:

- A map of the event to be approved by the City of Nevada
- No Parking of vehicles on the south side of Dueland Pavilion
- All Fire Inspections requirements are met and approved by the Director of Fire and EMS
- Licensing and approval from the Alcohol Beverage Division (ABD) is in place
- Current Dram Shop Insurance is in place and filed with ABD and the City of Nevada
- Allow Emergency access if necessary
- Police Services

The Nevada Public Safety Department will provide "No Parking" signs at no cost to you. Call in advance to pick up the signs at the police station. You will be required to post the signs in advance of the event and remove them afterwards.

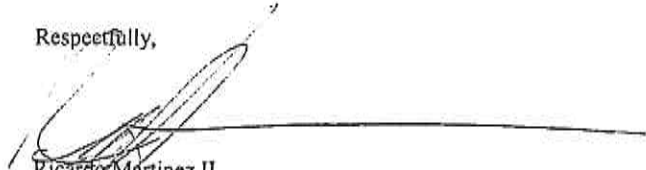
You have elected to purchase police services from the City of Huxley. Officers providing these services are required to be Certified Police Officers. A letter from the Chief of Police from the City of Huxley will be needed to verify Huxley Police Department will be providing these services. The officers will need to be on scene a half hour before the fundraiser begins; in this case, by 5:30p.m., and will remain until the conclusion of the fundraiser.

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

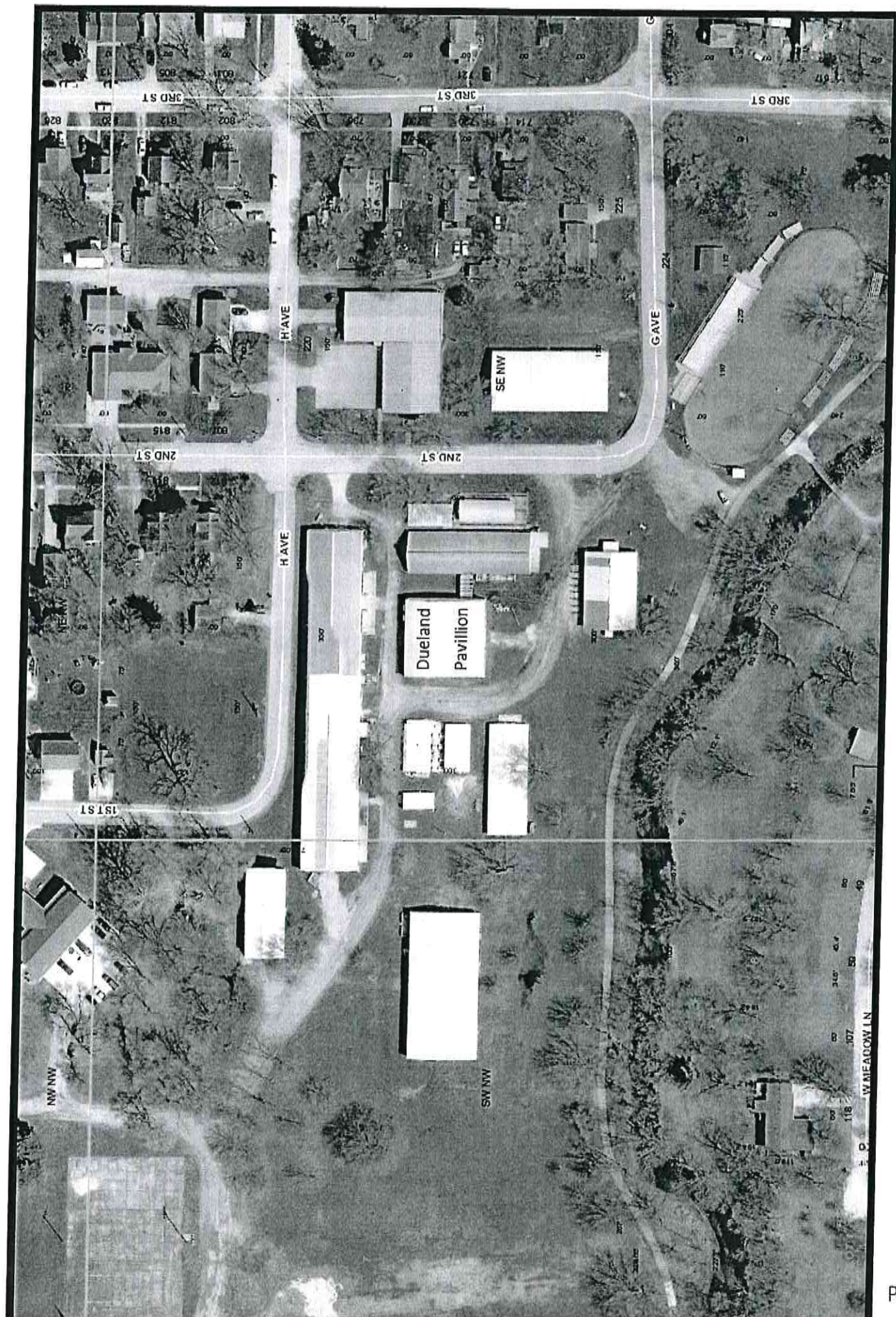
Should the necessity arise, the City of Nevada has barricades, cones, and other equipment which may be utilized for this event; make arrangements with Jeremy Rydl, City of Nevada Public Works Director. Mr. Rydl can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of city equipment.

If you have any questions please contact me. I am sure this event will be very well received by the community; a welcomed break from the COVID-19 lockdown. A scanned copy of the approval should be sufficient for any questions that may occur.

Respectfully,


Ricardo Martinez II
Public Safety Director/Chief of Police

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



Item # 8C
Date: 5/24/21
MAY 14 2021

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW X RENEWAL _____

I/We, Jerry's Sanitation address PO Box 264, 206 W. Grant St., Zearing, IA 50278
do hereby, this 11th day of May, 2021 make application for a License/Renewal from
the City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to
pick up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2021 to December 31, 2021. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City
of Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing
of the number and type of collection and transportation equipment to be used; 3) a complete description
of the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and
6) if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 50.00 (\$25 per vehicle - list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of
its requirements and will conduct myself and my equipment accordingly.

Signed

By [Signature]
Owner + Operator

Vehicles:

1. Garbage truck - 2005 Freightliner
2. Roll Off truck - 2005 Freightliner
3. _____
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest: _____
City Clerk, City Administrator

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. ☒ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
2. _____ A complete and accurate listing of the number and type of collection and transportation equipment to be used;
Garbage truck (2005 Freightliner w/ NewWay packer body).
65-gallon or 95-gallon garbage carts.
1.5-yd or 2-yd dumpsters
Number of collection stops will vary due to potential growth in customer base.
As of May 2021: One 1.5-yd dumpster and one 95-gallon garbage cart.
3. _____ A complete description of the frequency, routes and method of collection and transportation to be used;
All municipal refuse will be picked up weekly on Thursdays with the garbage truck.
All yard waste will be picked up weekly on Saturday mornings with the garbage truck (or with pickup and trailer if quantity is small.)
4. _____ A statement as to the precise location and method of disposal or processing facilities to be used;
All municipal refuse will taken to the Resource Recovery Plant in Ames, unless it is closed and directing haulers to dispose in Boone County Landfill.
All C&D will be taken to Boone County Landfill.
5. ☒ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and
6. _____ If a corporation, the names and addresses of the officers thereof.
Bailey Service, LLC D/B/A Jerry's Sanitation
- Devin Bailey: 67944 200th St, Nevada, IA 50201



CITY OF NEVADA
**PARKS &
RECREATION**

May - 2021

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

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Field House Project:
 - The Nevada Foundation continues to meet monthly. They are still in the silent phase of the campaign.
 - The Public Phase of the campaign is planned for June 7-18.
- Staff is busy getting the pool ready to open for Central Elementary event on June 2nd.
- Cemetery staff is busy with burials and preparing the grounds for Memorial Day.
- I have been working on nuisance yard issues and sending out notices.
- Busy with our programs, high school tennis, baseball, and soccer, and USSSA Baseball tournaments.
- I have ordered 2 benches for memorials to be placed later this summer and SCORE and near the Fairgrounds.
- Orientation meetings were held for seasonal Park Maintenance staff on May 1st & 3rd.
- Vision 2040 public open house on Saturday, May 8th.
- FEMA site inspection at the cemetery on May 18th. It went well, and I have sent follow up photos for their file. They are hoping to submit their report next week, and it will be several weeks after that before we know their response.
- Starting to prepare for the transition of Gates Hall to the School on July 1st.
- Safety Training for all staff June 2nd.
- Upcoming projects:
 - Billy Sunday Field: Will hopefully be working with On-Track Construction this winter to start on the clean-up and renovations to Billy Sunday Field to make it a multi-use green space for soccer, baseball, special events, etc.
 - Removal of light poles
 - Removal of dugouts, fill with dirt/seed, enclose openings with chain link fence.
 - Removal of press box
 - Removal of infield dirt and warning track and replace with black dirt and seeding.
- Staff, City Council, Wellness, and Safety meetings.

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



MEMO

To: Nevada Mayor and City Council

From: Larry Stevens, PE

Subject: Monthly Project Update from HR Green

Date: May 19, 2021

On-Call Engineering Services - 40100100

- Assisted cemetery staff locate property corners south of Sunrise section, and completed preliminary work to reset plot corners in east portion of the Southlawn section.
- Provided final approval of civil site work for the OnTrack building at 1435 West F Avenue.
- Conducted additional review and comments for the revised site plan and drainage report for the USDA Building site on Fawcett Parkway.
- Met with MetroNet construction manager along with Jordan and Jeremy to review proposed underground and overhead installation routes and discussed issues with new poles.
- Assisting Fire Chief with verification of new generator capabilities for grant application.

Central Business District Infrastructure Improvements – 180306

- Existing pavement was removed on K Avenue from 6th Street to 7th Street and in the alleys east of 6th Street from J Avenue to Lincoln Highway.
- Storm sewer was installed on K Avenue between 5th Street and 7th Street and in progress in the alley east of 6th Street between J and K Avenues.
- Water services were installed on K Avenue between 6th and 7th Streets.
- The alley west of 6th Street between J and K Avenues was paved. Mainline and parking pavements are nearly complete on K Avenue between 5th and 6th Streets.
- A Change Order has been prepared for Council action to remove unsuitable soil (excessively wet) due to a leaking water main in the alley west of 6th Street between J and K Avenues and replaced with suitable soil (crushed concrete pavement).

Sponsored Projects - 191900

Nevada Sponsored Project 2021 Application – 191900.01

- The 2nd Sponsored Project application has been recommended for funding by IDNR staff. This will provide another \$1.0M for water quality projects in addition to the \$2.0M previously awarded in the 1st application.
- Formal confirmation will be made by the Environmental Protection Commission in June.

Nevada Sponsored Project Concept Design – 191900.02

- Concept design is looking at 6 sites: West Indian Creek, a local tributary to West Indian Creek, Harrington Park, North Stormwater Facility, SCORE Park and Wilson Pond.
- Field work has been completed for the stream survey, wetland delineation, and geotechnical investigations.
- Work on the North Stormwater Facility remains paused pending further discussion between the City and private property owners.
- Based on the wetland delineation work, HR Green has contacted the US Army Corps of Engineers for a jurisdictional ruling on several locations in the Harrington Park project area.

This ruling will affect the design concept and is expected to take several months to be completed. Concept work for Harrington Park is paused pending the ruling.

- A concept for multiple biocells in the SCORE Park parking areas was presented to City under technical review.
- Based on the amended schedule, concept plans are anticipated by the end of May with final 30% concepts delivered in June.

GIS Services - 181696

- Water Hydrant data input for Hydrant Flushing
 - Hydrant data has been incorporated into City's GIS.
 - Waiting for input back from City regarding some hydrants missing some location information to tie back into City GIS.
- Urban Forest Tree Inventory
 - HR Green is building database to store Tree Inventory information
 - HR Green will be building an application for viewing this information through City's GIS ArcGIS Online Organization
- Water Main Updates
 - Shawn Ludwig provided some updates that need to be made to City's Water Main locations, and HR Green is making these updates to City's GIS.
 - HR Green has made these updates with some needing more information. HR Green will reach out to Shawn to discuss.
- Cemetery Project
 - HR Green has collected 5,570 Headstone locations at the Municipal Cemetery. Photos of each headstone were uploaded into GIS and is available through the City's ArcGIS Online Organization via a web application. HR Green has visited all headstones with an accuracy percentage of 89% centimeter grade and 11% within 1 meter.

2021 Streets Project - 201191

- 11th Street from U to W Avenues – full depth asphalt roadway with open ditches. Plans have been completed and quantities prepared.
- Lincoln Highway mill and overlay from the bridge over the UPRR Connector Track to approximately 1900' east – 60% plans completed.
- S-14 (W 4th Street) from M Avenue to North of Railroad underpass – planning on complete reconstruction of street with concrete pavement. Design is nearing 60% complete. Anticipate a fall 2021 letting.

Wastewater Treatment Facility - 160473

- Phase 1, Site Preparation: Work was completed as of 5/14/21. Working on project close-out.
- Phase 2, WWTF Plant: Held construction progress meeting with WBCI on 5/18. Mobilization has started; temporary electrical service to the site has been installed; entrance road work to begin soon; HRG is working on shop drawing submittal reviews and responding to contractor questions.
- Phase 3, Lift Station: Currently at 60% design milestone; will hold 60% Design Review Workshop with City Steering Committee and staff on May 26th.
- Phase 4, Force Main and Trunk Sewer: HRG developed two alternative alignments for the trunk sewer through private property between County Road S14 and West Indian Creek as a result of trunk sewer alignment issues/concerns along County Road S14 ROW; HRG has developed an updated opinion of cost for these alternative alignments; HRG discussed process needed for purchase of permanent easements through private property with JCG Land Services; HRG discussed with Story County P&D office the implications of changing the trunk sewer alignment to the Conditional Use Permit and was told that the City will have to go back to the Board of Adjustment to obtain approval to modify the CUP for the trunk sewer;

HRG to set up a meeting with City staff and JCG to discuss selection of final trunk sewer alignment and next steps.

Jordan Well No. 4 Abandonment - 191227

- An obstruction was encountered as part of Northway's televising. HR Green is investigating options in accordance with DNR requirements for abandonment procedures. .

American Water Infrastructure Act - 201437

- HR Green submitted the Draft Risk and Resiliency Assessment (RRA) report to the City for review.

