



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, JULY 13, 2020 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> 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 City Council may meet in the Council Chambers, however, due to COVID-19 and social distancing requirements, the public is encouraged to join via Zoom at the link below:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHCzZlQI9ML0ZOeEI0dz09>

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 comment prior arrangements are required. Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) before 4:00 p.m. Monday, July 13<sup>th</sup>.*

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting held on June 23, 2020
  - B. Approve Payment of Cash Disbursements, including Check Numbers 73951-74055 and Electronic Numbers 801-806 (Inclusive) Totaling \$567,631.63 (See attached list)
  - C. Approve Financial Reports for Month of June, 2020
  - D. Resolution No. 001 (2019/2020): A Resolution approving Year End Transfers for Fiscal Year 2019/2020
  - E. Receive Recommendation from Planning & Zoning Commission on Rezoning of 1102 Osage and Set Public Hearing for July 27<sup>th</sup> at 6:00 p.m. and Authorize Publication of Notice

## 5. MAYOR'S APPOINTMENTS

A. Reappoint Dan Bappe to Senior Community Center Board, term expires June 30, 2025

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. MetroNet Update

## 7. OLD BUSINESS

A. Ordinance No. 1011 (2019/2020): An Ordinance amending Chapter 92 (Water Rates) and Chapter 99 (Sewer User Charges), third and final reading

B. Lincoln Highway/W. 18<sup>th</sup> Street Intersection Improvements Project

1. Approve Pay Request No. 9 from Manatt's, Inc in the amount of \$557.55

2. Resolution No. 002 (2020/2021): A Resolution Accepting the Lincoln Highway/W. 18<sup>th</sup> Street Intersection Project as Complete

C. Approve Pay Request No. 4 for the Central Business District Infrastructure Project from Con-Struct, Inc., in the amount of \$436,406.25

D. Discussion and Appropriate Follow-up on Opening of Public Facilities

## 8. NEW BUSINESS

A. Resolution No. 003 (2019/2020): A Resolution to approve an agreement with the Nevada Historical Society to match funds per their annual membership drive

B. Resolution No. 004 (2020/2021): A Resolution authorizing and approving a Loan Agreement and providing for the issuance and securing the payment of \$2,765,000 Water Revenue Refunding Bonds, Series 2020B

C. Resolution No. 005 (2020/2021): A Resolution Providing for Notice of Hearing on Proposed Amendment to the Revitalization Plan for the Nevada Urban Revitalization Area

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

## 10. ADJOURN

The agenda was posted on the official bulletin board on July 9, 2020, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

E-Mailed \_\_\_\_\_

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**Council Packet Memo  
July 13, 2020**

**7. OLD BUSINESS**

- A. Ordinance No. 1011 (2019/2020): An Ordinance amending Chapter 92 (Water Rates) and Chapter 99 (Sewer User Charges), second reading:** Enclosed you shall find the proposed Ordinance increasing the Water and Sewer Rates in preparation for future infrastructure costs as previously discussed. Staff and the city's financial advisor recommend approval. This is the third and final reading.
- B. (1) Approve Pay Request No. 9 for the Lincoln Highway/W. 18th Street Intersection Improvements from Manatt's in the amount of \$557.55:** Enclosed you shall find the invoice from Manatt's for removal of silt fence/ Silt fence ditch check as well as mobilization and erosion control.  
**(2) Resolution No. 002 (2020/2021): A Resolution Accepting the Lincoln Highway/W. 18th Street Intersection Improvements Project as Complete:** Enclosed you shall find a Resolution stating the Lincoln Highway/W. 18th Street Intersection Project has been completed in conformance with the construction documents
- C. Approve Pay Request No. 4 for the Central Business District Infrastructure Project from Con-Struct, Inc., in the amount of \$436,406.25:** Enclosed you shall find the Pay Request from Contractor Con-Struct, the invoice also shows what our balance is to finish, plus retainage.
- D. Discussion and Appropriate Follow-up on Opening of Public Facilities:** Council to discuss reopening of Public Facilities, including the Senior Community Center

**8. NEW BUSINESS**

- A. Resolution No. 002 (2019/2020): A Resolution to approve an agreement with the Nevada Historical Society to match funds per their annual membership drive:** Enclosed you shall find the resolution to approve agreement for continued fiscal support for Nevada Historical Society. Previously, the Historical Society applied for funds from the As Hoc Committee. This agreement would match their yearly membership up to \$5,000 and they would no longer need to go through the Ad Hoc Committee.
- B. Resolution No. 003 (2020/2021): A Resolution authorizing and approving a Loan Agreement and providing for the issuance and securing the payment of \$2,765,000 Water Revenue Refunding Bonds, Series 2020B:** Enclosed you shall find the agreement in place to approve the issuance to secure payment for the Water Revenue Refunding Bonds.
- C. Resolution No. 004 (2020/2021): A Resolution Providing for Notice of Hearing on Proposed Amendment to the Revitalization Plan for the Nevada Urban Revitalization Area:** Enclosed you shall find Resolution to amend our current Revitalization Plan for the Nevada Revitalization Area to include South Glen Development in order for property owners to get a three-year 100% Abatement.

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NEVADA CITY COUNCIL - MONDAY, JUNE 22, 2020 6:00 P.M.

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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 6<sup>th</sup> Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, June 22, 2020, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Ric Martinez, Kerin Wright, Larry Stevens, Tim Hansen, Josh Cizmadia, Ray Reynolds, Shawn Cole, Mike Neal, Rhonda Maier, Marlys Barker and Jeremy Rydl.

Also in attendance were: Michael Maloney, Tony Gustafson, John Hall, Al Kockler, Rod Biensen, Jim Frevert, Clare Frevert and Nicole Fischer.

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. IMWCA/ICAP Renewal for FY2020/2021, Melissa Johnson from Midwest Insurance

Melissa Johnson, Midwest Insurance, reviewed the IMWCA/ICAP Insurance Renewals for FY2020/2021.

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

Motion by Dane Nealson, seconded by Barb Mittman, to **approve the following consent agenda items after removing Item I.16, I.18 and I.21 to be considered for separate consideration:**

- A. Approve Minutes of the Special Meeting held on June 4, 2020
- B. Approve Minutes of the Regular Meeting held on June 8, 2020
- C. Approve Payment of Cash Disbursements, including Check Numbers 73770-73950 and Electronic Numbers 792-798 (Inclusive) Totaling \$1,189,923.51 (See attached list)
- D. Approve Financial Reports for Month of May, 2020
- E. Authorize Payment of \$37,800 to Iowa Municipal Workers Company Association for FY 2020/2021 Insurance
- F. Authorize Payment of \$161,563.20 to Iowa Communities Assurance Pool for FY 2020/2021 Insurance,
- G. Approve Renewal of Class "C" Beer Permit and Sunday Sales Privileges, Good and Quick Co, 519 Lincoln Ave, Nevada, IA, Effective August 11, 2020



H. Approve Fiscal Year 2020/2021 Retail Cigarette/Tobacco Permits for:

1. Renewal - Fareway Store, #426, 1505 South B Avenue
2. Renewal - Casey's General Store #2306, 1138 Lincoln Highway
3. Renewal - Casey's General Store #3319, 1800 South B Avenue
4. Renewal - Good & Quick Co, 519 Lincoln Highway
5. Renewal - Dollar General Store #1536, 1705 South B Avenue

I. Approve Human Service Agreements for Fiscal Year 2020/2021:

1. Assault Care Center Extending Shelter and Support - \$1,030
2. Nevada - Youth and Shelter Services - \$6,925
4. Community & Family Resources - \$2,230
5. Community Resource Center - \$21,540
6. Central Iowa RSVP - \$990
7. Heartland Senior Services - \$1,890
8. Mid-Iowa Community Action - \$1,510
9. Good Neighbor Emergency Assistance - \$2,210
10. Story County Legal Aid - \$2,360
12. Salvation Army - \$1,905
13. Community Band - \$520
15. Boys & Girls Club of Story County - \$2,800
- ~~16. Raising Readers in Story County K-3 - \$1,300~~
17. Volunteer Center of Story County - \$1,020
- ~~18. TeamMates Mentoring Nevada - \$780~~
19. Good Samaritan Fund - \$3,060
20. Harmony Clothing Closet - \$1,230
- ~~21. Nevada Parent Teacher Association - \$1,700~~

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

Motion by Dane Nealson, seconded by Brian Hanson, to **approve Item I.16, I.18 and I.21 to be considered for separate consideration:**

I. Approve Human Service Agreements for Fiscal Year 2020/2021:

16. Raising Readers in Story County K-3 - \$1,300
18. TeamMates Mentoring Nevada - \$780
21. Nevada Parent Teacher Association - \$1,700

After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Ehrig. Nay: None. Abstain: Spence.

6. MAYOR'S APPOINTMENTS

A. A. Planning and Zoning Commission:

- 1) Reappoint Donna Borton and Ron Farrington, terms to expire June 30, 2025
- 2) Appoint Nicole Fischer to replace Michelle Fullerton (resignation), term to expire June 30, 2024

B. Park/Recreation/Cemetery Board:

- 1) Reappoint Mark Cahill and Deb Parker, terms to expire June 30, 2025
- 2) Appoint Tony Sneiderman to replace Justin Gross (resignation), term to expire June 30, 2022

C. Board of Adjustment, Reappoint Adam Egeland, term to expire June 30, 2025

D. Historic Preservation Commission: Reappoint Dianna Haley and Linda Wright, terms to expire December 31, 2023

E. Senior Community Center Board, Appoint Lynn Lathrop, term expires June 30, 2025

Motion by Brian Hanson, seconded by Jason Sampson, to **approve the Mayor's appointments/reappointments for Planning and Zoning Commission, Park/Recreation/Cemetery Board, Board of Adjustment, Historic Preservation Commission and Senior Community Center Board.** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

## 7. PUBLIC FORUM

- A. Mayor Barker thanked Public Safety Director Martinez for his service as Interim City Administrator.
- B. Rod Biensen presented suggestions on how the Aquatic Center could be opened this season.
- C. Al Kockler inquired about what the response would be if a riot were to happen in Nevada. Public Safety Director Martinez relayed how officers have been trained.

## 8. OLD BUSINESS

- A. Discussion and Appropriate Follow-up on Opening of Public Facilities

After discussion of the council no action was taken.

- B. Review of Resolution No. 047B, Revised (2019/2020): A Resolution authorizing the Mayor and City Administrator to take appropriate Emergency Measures during the COVID-19 Pandemic, Amended

Motion by Brian Hanson, seconded by Dane Nealson, to **approve Resolution No. 047C, Revised (2019/2020) by removing Item 7E.** After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Mittman, Sampson, Ehrig. Nay: Spence. The Mayor declared the motion carried.

- C. Ordinance No. 1011 (2019/2020): An Ordinance amending Chapter 92 (Water Rates) and Chapter 99 (Sewer User Charges), second reading

Motion by Luke Spence, seconded by Brian Hanson, to **approve Ordinance No. 1011 (2019/2020), second reading.** 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. 069 (2019/2020): A Resolution approving the construction drawings for South Glenn Subdivision

Motion by Sandy Ehrig, seconded by Luke Spence, to **adopt Resolution No. 069 (2019/2020).** After due consideration and discussion the roll was called. Aye: Ehrig, Spence, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 070 (2019/2020): A Resolution approving a Bond Purchase Agreement for the Sale of Water Revenue Refunding Bonds, Series 2020B and Authorizing Call of Outstanding Bonds

Motion by Brian Hanson, seconded by Jason Sampson, to **adopt Resolution No. 070 (2019/2020).** After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

## 9. NEW BUSINESS

### A. Approve Purchase of RMS System for the Public Safety Department

Motion by Luke Spence, seconded by Barb Mittman, to **approve the Purchase of a Report Management System (RMS) from Central Square (Zuercher) in the amount of \$125,387.00.** After due consideration and discussion the roll was called. Aye: Spence, Mittman, Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

### B. Approve Purchase of Truck Chassis for the Ultra High Pressure (UHP) to replace #610 for the Fire Department

Motion by Jason Sampson, seconded by Dane Nealson, to **approve the Purchase of a Pickup Chassis for the UHP unit from Ames Ford in the amount of \$38,601.48.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

## 10. REPORTS:

Mayor Barker thanked staff and Joe Wakeman for their help in getting the council chambers ready for meetings. He reported last week a virtual meeting was held with the IDOT to review the 30% design phase for the bridge at S14. The Community Coffee last Saturday on Policing went well. The upcoming coffee this Saturday will be on the US30 discussion.

Council Member Nealson advised there was a record number registered this year for the Freedom Run. Council Member Sampson noted Lincoln Highway Days will be meeting next Wednesday.

Public Works Director Rydl reported staff has been patching streets and working on storm sewers. The wastewater supervisor toured the Grinnell wastewater plant.

Director of Fire and EMS Reynolds relayed the Fireworks Committee has decided to discharge fireworks on the Fourth of July at SCORE Park. They have contracted with an outside vendor to light the display. The Sprinkler Summit that Nevada hosted was a national webinar displaying our downtown buildings. Fareway parking lot has a firework stand that will be inspected.

Park and Rec Director Hansen advised staff met with Roseland Mackey Harris regarding the Fieldhouse plans. Mosquito counts are currently low, staff is monitoring.

Wastewater Supervisor Neal reported on his trip to Grinnell to tour their wastewater facility. Nevada's new facility will be similar to theirs. The current facility is continually having more issues.

City Clerk Wright noted staff met with John Danos and Amy Bjork to discuss the South Glen Subdivision and amending the Urban Renewal Area to encompass that area. Paperwork is being finalized for the water refunding bonds.



Planning and Zoning Administrator Cole updated the council on the downtown project. He also reviewed the area on Lincoln Highway near 19<sup>th</sup> Street that is having flooding issues during heavy rains. Staff is trying to find a time to meet with Samson regarding his concerns.

City Engineer Stevens advised the Central Business District project is proceeding very nicely. Lincoln Highway/W. 18<sup>th</sup> Street has been completed and the erosion control has been removed. Final paperwork is being submitted for the South D Avenue Paving project. Staff has been reviewing the South F Avenue Industrial Park Subdivision construction plans. Shawn also relayed some items remaining at W Avenue have been taken care of but are still waiting on few more to finish the project. He also noted that placing sidewalks along W Avenue would make it difficult to shovel and the area is very small. Al Kockler spoke about his concern regarding Iowa Rural Utilities Association to supply water to the South Glen Subdivision.

Communications Specialist Barker reported the website committee will have their first meeting on Friday.

#### 11. WORK SESSION: US 30/S14 DISCUSSION

Tony Gustafson with the Iowa DOT reviewed with Council the upcoming S14 Bridge over US30. Because of site distance and the number of crashes at that location the IDOT will be closing that intersection and placing a bridge over US30 connecting back to S. 6<sup>th</sup> Street. The Bridge is scheduled for bid letting in January 2023.

The IDOT is asking the Council if they want to place a trail along the bridge. It could be part of the project and the city would have approximately a 3-year payback for the costs to add the trail. They are also asking about the placement of a possible future interchange location. The design of the S14 Bridge is determined by the location of an interchange.

They are asking for direction from Council by the end of July.

#### 12. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_

Council Approved: \_\_\_\_\_

Item # 43  
 Date: 7/13/2020

**CITY OF NEVADA**  
**CLAIMS REPORT FOR JULY 13, 2020 MEETING**  
**06/24/20 THRU 7/13/20**

VENDOR	REFERENCE	AMOUNT	CHECK #
ALLIANT	ALL-UTILITIES	10,548.77	73951
QUILL	COVID	282.17	73952
SCHENDEL PEST CONTROL	ALL-PEST CONTROL	225.00	73953
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	863.42	73954
SEE, HAROLD	WWT-MILEAGE REIMB	16.10	73955
NEAL, MICHAEL	WWT-MILEAGE REIMB	11.50	73956
BSN SPORTS LLC	REC-NET/KICKBALL	140.00	73957
WINDSTREAM	ALL-UTILITIES	2,171.43	73958
J & M DISPLAYS	2020 FIREWORKS	8,500.00	73959
IA DIVISION OF LABOR	WWT/POOL-BOILER INSPECTION	120.00	73960
KELTEK INC	PD-PRINTER PAPER	119.48	73961
MTI DIST	PKM-SPRINKLER HEAD	223.50	73962
MEDIACOM	ALL-INTERNET SVC	326.90	73963
PRINCIPAL FIN GRP	ALL-LIFE INSURANCE	616.44	73964
CUSTOM CREDENTIALS	PD-ID CARDS	24.75	73965
WAGeworks	FSA 06302020 PMT	1,154.76	801
WELLMARK	HEALTH 7/2020	22,481.98	73966
DELTA DENTAL OF IA	DENTAL 7/2020	832.82	73967
EFTPS	FED/FICA TAX	25,551.29	802
TREASURER STATE OF IOWA	SALES TAX 06/1-15-2020	3,060.22	803
TREASURER STATE OF IOWA	WET 06/1-15/2020	9,780.04	804
ICMA	DEFERRED COMP	820.00	73973
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	73974
GREAT WESTERN	HSA	203.08	73975
TREASURER STATE OF IA	WET 06/16-30/2020	153.38	805
WAGeworks	FSA 07072020 PMT	226.49	806
BEN FRANKLIN	REC-SUPPLIES	29.31	73983
BROWN SUPPLY	WTR-CLAMPS/COUPLINGS	491.00	73984
ELECTRONIC ENG	PD-#91 DOOR LOCK RPR	104.95	73985
FAREWAY	WWT/REC-COVID/SUPPLIES	19.90	73986
HAWKINS INC	WTR-AZONE 15	2,357.55	73987
ALLIANT	CEM/STS-UTILITIES	40.54	73988
MARTIN MARIETTA	STS-GRAVEL	756.25	73989
MUNICIPAL SUPPLY	WWT-SUPPLIES	237.00	73990
PRATT SANITATION INC	ALL-GARBAGE SVC	1,181.00	73991
VAN WALL EQUIP	CEM-SAW CHAIN	20.95	73992
SCHENDEL PEST CONTROL	4PLX-PEST CONTROL	30.00	73993
NEVADA POSTMASTER	ADM-PO BOX 530	208.00	73994
CITY OF AMES	SOLIDWASTE 1ST HALF 20/21	35,689.50	73995
CAPITAL SANITARY SUPPLY	GH-RPR SCRUBBER MACHINE	161.28	73996
ARNOLD MOTOR SUPPLY	STS-SUPPLIES	58.48	73997
IA ONE CALL	WTR/WWT-ONE CALLS	136.20	73998

COMPLETE WILDLIFE CONTROL	CEM-MOLE REMOVAL	483.00	73999
LOWE'S	FD/CC-REMODEL/COVID	774.61	74000
STORY CO TREASURER	PD/WTR/WWT-DISP QTR 1 20/21	10,383.95	74001
IA DNR	WTR-SUPPLY FEE FY21	776.36	74002
STORY CO MEDICAL CENTER	CH-EMP PHYSICAL	213.00	74003
SEE, HAROLD	COVID-DISINFECTANT	16.98	74004
HOKEL	STS-THREAD FILE	15.82	74005
MECHANICAL COMFORT	WRT-CO2 TANK COMPRESSOR	229.66	74006
IA PARK & RECREATION	PKA-HANSEN/MAIER MEMBERSHIP	340.00	74007
GOOD AND QUICK	PKM/STS-OIL CHANGE /GAS	48.85	74008
DIAMOND VOGEL PAINTS	PKM-PAINT	282.75	74009
NEAL, MICHAEL	WWT-BOOTS NEAL	149.70	74010
IOWA PUMP WORKS	WWT-PUMP/INSTALLATION	7,280.36	74011
ZIEGLER INC	STS-ACCUMULATOR/ORING	108.88	74012
HOBART SALES & SERVICE	GH-RANGE REPAIR	222.53	74013
SANDRY FIRE SUPPLY	FD-RESCUE AIR SYSTEM	4,425.00	74014
STOREY KENWORTHY	WTR/WWT-DELINQUENT NOTICES	462.00	74015
IA PRISON IND	STS-W AVE PROJ SIGNS	233.64	74016
IA COMMUNITIES ASSURANC	F20/21 INSURANCE	161,932.00	74017
CENTRAL IA REG TRANS PL	STS-FY2021 ASSESSMENT	884.00	74018
GALLS INC	PD-#601/600 UNIFORM	406.86	74019
IA MUN WORKERS COMP	ALL-IMWCA WORKERS COMP	37,800.00	74020
MIDIOWA NET	PKA/PKM-INTERNET	82.50	74021
STAPLES ADVANTAGE	ADM/WTR/WWT-SUPPLIES	166.41	74022
WINDSTREAM	SC-PHONES	56.16	74023
INTERSTATE ALL BATTERY	WWT-BATTERY	20.80	74024
SAMS CLUB	CA/REC-RECRUITMENT/SUPPLIES	213.67	74025
QUALIFICATION TARGETS I	PD-TARGETS	113.27	74026
ZIMCO SUPPLY CO	PKM-FERTILIZER/HERBICIDE/CHALK	2,416.20	74027
JETCO, INC.	WTR-HARD DRIVE	402.90	74028
MISSISSIPPI LIME	WTR-QUICKLIME	6,272.31	74029
SERVICEMASTER OF STORY	CBD PROJ-STATE BANK CLEANING	13,569.16	74030
MAX AG	PKM-HERBICIDE	88.90	74031
AIR FILTER SALES/SERVIC	CH-AIR FILTERS	1,144.38	74032
ALPHA COPIES & PRINT CE	PD-BUSINESS CARDS	66.73	74033
LANESBORO	ADM-WEBSITE	300.00	74034
TITAN MACHINERY	STS-BACKHOE	74,100.00	74035
SCHINDLER ELEVATOR CORP	CH-ELEV INSP	972.24	74036
ROTARY CLUB OF NEVADA	FD-REYNOLDS/MARTINEZ DUES	484.00	74037
MTI DISTRIBUTING INC	PKM-SPRINKLER HEAD	447.00	74038
A-TEC RECYCLING INC	PKM-RECYLING	58.46	74039
WEX BANK	ALL-GAS CARDS	4,666.98	74040
KRUCK P & H	CH-CIRCUITS/CONNECTIONS	450.00	74041
STRYKER SALES CORP	FD-CPR MACHINE	15,655.67	74042
MNG, INC	PKM/4PLX-SHIRTS	96.00	74043
ALLIED SYSTEMS	WWT-PUMP REPAIR	1,004.00	74044
AXON ENTERPRISE	PD-#608 HANDLE/BATTERY PACK	1,181.00	74045



MARCO	ALL-COPIER LEASE	799.00	74046
HUBER SUPPLY	EMS-MEDICAL SUPPLIES	65.00	74047
THE DAM FOOLS	FD-TRNG	650.00	74048
MENARDS - AMES	FD-REMODEL	217.83	74049
BITUMINOUS	STS-ALSPHALT	801.36	74050
MACQUEEN EQUIPMENT	STS-COUPILING	533.18	74051
RMH ARCHITECTS	FIELDHOUSE-PR#7	4,753.40	74052
COUNTRY PLASTICS	COVID-COUNCIL CHAMBERS	413.60	74053
AXED ROOT	GH-RENTAL REFUND	610.00	74054
AMES OUTDOOR SUPPLY	WTR-AIR FILTER/SPOOL INSERT	23.96	74055
	Accounts Payable Total	<u>490,647.16</u>	
	Wtr Refund Checks Total	196.71	
	Payroll Checks	<u>76,787.76</u>	
	***** REPORT TOTAL *****	567,631.63	
	GENERAL	233,533.21	
	HOTEL MOTEL	7,000.00	
	ROAD USE TAX	45,824.04	
	RUT CAPITAL	37,050.00	
	LOCAL OPTION SALES TAX	10,131.25	
	4TH OF JULY TRUST	1,500.00	
	SC/FIELDHOUSE	4,753.40	
	2019 CIP WORK	233.64	
	CBD DOWNTOWN IMPR	13,569.16	
	WATER	67,561.66	
	WATER DEPOSITS	110.03	
	WATER CAPITAL REVOLVING	18,525.00	
	SEWER	44,107.46	
	SEWER CONSTRUCTION	-3.38	
	SEWER EQUIP REVOLVING	25,805.36	
	LANDFILL/GARBAGE	35,733.17	
	STORM WATER	61.90	
	REVOLVING FUND	20,754.48	
	FLEX BENEFIT REVOLVING	<u>1,381.25</u>	
	TOTAL FUNDS	567,631.63	

EAT WESTERN PURCHASING "P" CARD TRANSACTIONS

20200622

Electronic Pymt #



<u>In Date</u>	<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
5/29/2020	Prairie Pella Inc	GH, Building maintenance	128.40	20200401	001-460-6310
6/1/2020	SiriusXM	POOL, Music	14.27	8402488	001-440-6599
6/15/2020	PostermysWall	PKM, flyers	4.99	1864248	001-430-6549
5/28/2020	Home Depot	CEM, Return blinds	(126.63)	27442	810-450-6727
6/1/2020	GoDaddy	ADM, Website	15.12	1695116967	121-613-6431
6/9/2020	iDrive	WTR/WWT, Financial Backup	34.75	20200609	600-814-6420
6/12/2020	Menards	WTR/WWT, Financial Backup	34.75		610-818-6420
6/18/2020	American Floor Mats	COVID, Masks	239.92	21750259	001-131-6451
6/19/2020	Zoom	COVID, Hand sanitizer	113.83	1117103	001-131-6451
		COVID, ZOOM meetings	72.74	26725244	001-131-6451
			<b>532.14</b>		

POSTING & PAYMENT DATE:

July 19, 2020

City Administrator

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CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 6/2020, FISCAL 12/2020

Item # 4C  
Date: 7/13/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	256,515.87-	2,335,089.60
002-000-1110	CASH-HOTEL/MOTEL	5,357.02-	15,728.24
110-000-1110	CASH-ROAD USE TAX	5,195.78-	1,711,021.31
112-000-1110	CASH-EMPLOYEE BENEFITS	6,740.50	755,222.53
113-000-1110	CASH-RUT CAPITAL	153.36	61,255.35
119-000-1110	CASH-EMERGENCY FUND	682.99	76,523.24
121-000-1110	CASH-LOCAL OPTION TAX	74,813.15	744,701.80
125-000-1110	CASH-TIF	18,057.24	2,815,977.01
126-000-1110	CASH-LMI SUBFUND		34,213.89
167-000-1111	RESERVE-WELLS	4.38	1,748.32
167-000-1113	RESERVE-ZWILLING	.28	109.90
167-000-1114	RESERVE-ALBERRY	2.50	1,000.32
168-000-1118	RESERVE-UNDESIGNATED	.02	7.83
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	65.17	26,030.98
69-000-1110	CASH-LIBRARY TRUST	2,954.16-	38,280.78
71-000-1110	CASH-FIRE TRUST	42.99	17,170.52
72-000-1110	CASH-SCORE UNDESIGNATED	14.73	5,882.37
73-000-1110	CASH-SCORE O&M	.65	260.08
74-000-1110	CASH-NORTH STORY BASEBALL	11.99	4,789.67
75-000-1110	CASH-SENIOR COMM CENTER	20.01	7,991.87
76-000-1110	CASH-GH PIANO	46.82	18,701.10
77-000-1110	CASH-POLICE FOREITURE	30.02	11,990.62
79-000-1122	RESERVE-GRNBLT MAP 2005	8.88	3,548.26
79-000-1124	RESERVE-ST CO TRAIL	.98	391.36
79-000-1125	RESERVE-IND RDG GREENBE	4.23	1,689.43
79-000-1127	RESERVE-UNRESTRICTED	193.63-	53,767.22
79-000-1128	RESERVE-SCORE SCOREBOAR	11.33	4,523.64
79-000-1130	RESERVE-LANDSCAPING	255.03	6,253.39
79-000-1131	RESERVE-FIELD MAINT	25.64	10,239.84
79-000-1132	RESERVE-LEW HANSEN SUB	3.48	1,390.40
79-000-1133	RESERVE-87 SOUTHWOOD	18.73	7,481.65
79-000-1134	RESERVE-MARDEAN PARK	2.22	887.95
10-000-1110	CASH-COLUMBARIAN MAINT	128.92	3,562.02
11-000-1110	CASH-TRAIL MAINTENANCE		3,585.50-
12-000-1110	CASH-DANIELSON/OTHERTRU	623.38	248,984.59
13-000-1110	CASH-LIB BLDG TRUST	.48	192.44
14-000-1110	CASH-TREES FOREVER	11.24	4,488.34
15-000-1110	CASH-4TH OF JULY	1,327.40-	5,031.55
16-000-1110	CASH-COMM BAND	2.09	835.29
17-000-1110	CASH-DEBT SERVICE	4,794.60	543,959.11-
18-000-1110	CASH-CITY HALL/PUBLIC S	2.14	856.25
19-000-1110	CASH-LIBRARY BLDG	236.63	94,511.15
20-000-1110	CASH-SC/FIELDHOUSE	7,942.40-	42,606.75-
21-000-1110	CASH-RR CROSSING IMP		17,316.86-
22-000-1110	CASH-SIDEWALKIMPROVEMEN	267.63	45,782.58
23-000-1110	CASH-2019 CIP WORK	41,810.54-	1,651,927.48
24-000-1110	CASH-2019 SOUTH D AVE PAVING	2,142.75-	601,798.29-
25-000-1110	CASH-CBD DOWNTOWN IMPR	677,945.85-	6,697,179.15
26-000-1110	CASH-TRAIL CIP PROJECTS	1,668.79	236,784.51
27-000-1110	CASH-2017STS, WTR, WWT, STM PROJ	906.33	361,996.73
28-000-1110	CASH-LINC HWY/W 18TH ST INTERS	206.00-	561,306.72-



CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 6/2020, FISCAL 12/2020

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
326-000-1110	CASH-2017BOND, REFUND 2013B	.02	8.67
500-000-1110	CASH-PERPETUAL CARE	143,635.00	151,861.58
501-000-1110	CASH-HATTERY	5,000.00	5,000.00
600-000-1110	CASH-WATER O&M	144,611.89	1,585,105.34
601-000-1110	CASH-WATER DEPOSITS	629.62	76,947.33
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	2,193.73	876,200.50
604-000-1110	CASH-WTR 2012C RESERVE	581,202.50	581,202.50
605-000-1110	CASH-WATER 2012C BOND		36,009.50
606-000-1110	CASH-WATER 2012C BOND	150,000.00	150,000.00
607-000-1110	CASH-WTR CAPITAL REVOLV	9,415.19-	305,504.28
610-000-1110	CASH-WASTEWATER O&M	49,709.29	1,598,236.39
615-000-1110	CASH-SEWER CONSTRUCTION	532,449.89	2,072,081.24
616-000-1110	CASH-WWT CIP	274,480.18-	1,283,306.70-
617-000-1110	CASH-WWT CAPITAL	694.59	277,428.31
618-000-1110	CASH	4,240.26-	4,240.26-
670-000-1110	CASH-GARBAGE UTILITY	5,468.69	2,402.63
740-000-1110	CASH-STORM WATER UTILIT	16,461.95	830,793.04
810-000-1139	RESERVE-PARK & RECREATI	1,632.93-	17,170.29
810-000-1140	RESERVE-LIBRARY	128.85	51,462.54
810-000-1141	RESERVE-CEMETERY	5,958.56-	22,987.71
810-000-1142	RESERVE-FINANCE	239.23	286,070.05
810-000-1143	RESERVE-FIRE	13,014.12-	334,897.38
810-000-1144	RESERVE-POLICE	689.34	275,331.15
810-000-1146	RESERVE-PLANNING & ZONI	61.64	24,618.53
810-000-1147	RESERVE-GATES HALL	36.90	14,739.28
810-000-1148	RESERVE-TECHNOLOGY	2,362.64-	15,743.39
812-000-1110	CASH-FLEXIBLE BENEFITS	499.40-	5,284.58
830-000-1110	CASH-SICK & VACATION	761.82	304,279.87
	CASH TOTAL	430,439.82	24,969,248.44
01-000-1120	PETTY CASH - LIBRARY		75.00
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
82-000-1168	COUNTY FOUNDATION INVES	380.86	81,535.09
	SAVINGS TOTAL	380.86	81,535.09
00-000-1168	2017B BANKERS TRUST ESCROW		36,900.00-
13-000-1168	2017B BANKERS TRUST ESCROW		2,897,120.22
	INVESTMENTS TOTAL	.00	2,860,220.22
01-000-1170	CD-GENERAL FUND		4,000,000.00
00-000-1170	CD-PERPETUAL CARE	147,290.37-	

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CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 6/2020, FISCAL 12/2020

Page 3  
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ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
501-000-1170	CD-HATTERY TRUST	5,150.09-	
604-000-1170	CD- WATER 2012C RESERVE	598,586.55-	
606-000-1170	CD- WTR 2012C IMPROVMNT	154,554.27-	
615-000-1170	CD- SEWER CONSTRUCTION	515,001.55-	
	CD's TOTAL	1,420,582.83-	4,000,000.00
	TOTAL CASH	989,762.15-	31,911,678.75

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 6/2020, FISCAL 12/2020  
PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,160,768.00	84,106.34	1,102,522.97	94.98	58,245.03
	POLICE-OFFICE TOTAL	110,984.00	8,555.36	104,430.70	94.10	6,553.30
	EMERGENCY MANAGEMENT TOTAL	16,400.00	51.00	1,018.65	6.21	15,381.35
	COVID-19 TOTAL	40,000.00	6,580.14	15,370.05	38.43	24,629.95
	FLOOD CONTROL TOTAL	32,690.00	5,402.31	19,512.83	59.69	13,177.17
	FIRE TOTAL	469,199.00	35,271.48	333,642.35	71.11	135,556.65
	AMBULANCE TOTAL	16,600.00	293.16	11,479.05	69.15	5,120.95
	BUILDING INSPECTIONS TOTAL	49,226.00	4,376.24	50,465.21	102.52	1,239.21
	ANIMAL CONTROL TOTAL	8,500.00	.00	2,933.24	34.51	5,566.76
	ANIMAL CONTROL-OWNER TOTAL	2,000.00	121.00	1,281.20	64.06	718.80
	PUBLIC SAFETY TOTAL	1,906,367.00	144,757.03	1,642,656.25	86.17	263,710.75
	ROADS, BRIDGES, SIDEWALKS TOTA	855,725.00	35,978.35	772,647.15	90.29	83,077.85
	STREET LIGHTING TOTAL	136,000.00	10,614.49	130,132.15	95.69	5,867.85
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	12,000.00	.00	4,711.08	39.26	7,288.92
	SNOW REMOVAL TOTAL	69,713.00	.00	52,095.33	74.73	17,617.67
	TREES & WEEDS TOTAL	50,000.00	.00	12,267.08	24.53	37,732.92
	PUBLIC WORKS TOTAL	1,124,438.00	46,592.84	971,852.79	86.43	152,585.21
	WATER,AIR,MOSQUITO CONTRO TOTA	10,000.00	4,058.09	10,000.00	100.00	.00
	ACCESS TOTAL	852.00	.00	852.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	4,500.00	.00	4,500.00	100.00	.00
	AMES YOUTH & SHELTER TOTAL	1,200.00	.00	1,200.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	1,080.00	.00	1,080.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	22,048.00	.00	22,048.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	686.00	.00	686.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	720.00	.00	720.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,070.00	.00	1,070.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,180.00	.00	1,180.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	1,810.00	.00	1,810.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,500.00	.00	2,500.00	100.00	.00
	AMERICAN RED CROSS TOTAL	766.00	.00	766.00	100.00	.00
	SALVATION ARMY TOTAL	2,500.00	.00	2,500.00	100.00	.00
	TOTAL	4,900.00	.00	4,900.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,920.00	.00	3,920.00	100.00	.00
	HEALTH & SOCIAL SERVICES TOTA	59,732.00	4,058.09	59,732.00	100.00	.00
	LIBRARY TOTAL	431,510.00	37,078.66	385,532.01	89.34	45,977.99
	LIBRARY-DONATED TOTAL	32,500.00	207.03	1,944.32	5.98	30,555.68
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	3,050.00	18,158.40	84.46	3,341.60
	MUSEUM/BAND/THEATRE TOTAL	1,590.00	.00	985.00	61.95	605.00
	PARKS TOTAL	102,596.00	6,584.43	98,338.68	95.85	4,257.32
	PARK MAINTENANCE TOTAL	385,234.00	27,439.39	339,118.48	88.03	46,115.52
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	5,644.36	18,690.41	93.45	1,309.59



CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 6/2020, FISCAL 12/2020  
PCT OF FISCAL YTD 100.0%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	TRAIL SYSTEM-BIKE/WALK TOTAL	50,000.00	.00	64,982.38	129.96	14,982.38-
	FOUR-PLEX COMPLEX TOTAL	50,402.00	774.19	15,685.44	31.12	34,716.56
	POOL TOTAL	240,393.00	8,183.68	209,909.90	87.32	30,483.10
	RECREATION TOTAL	104,708.00	5,604.56	77,237.33	73.76	27,470.67
	ADULT SOFTBALL TOTAL	600.00	.00	167.89	27.98	432.11
	COMMUNITY HEALTH/WEALTHNESS TOTA	500.00	350.00	1,254.00	250.80	754.00-
	SENIOR ACTIVITY TOTAL	1,000.00	.00	1,139.22	113.92	139.22-
	CEMETERY TOTAL	160,570.00	15,977.70	153,686.80	95.71	6,883.20
	COMMUNITY CTR/ZOO/MARINA TOTA	214,888.00	9,929.71	209,193.07	97.35	5,694.93
	SENIOR COMMUNITY CENTER TOTAL	7,348.00	288.50	6,423.96	87.42	924.04
	BASEBALL SOFTBALL TOTAL	35,933.00	414.45	33,530.59	93.31	2,402.41
	YOUTH BASKETBALL TOTAL	9,509.00	.00	10,217.23	107.45	708.23-
	VOLLEYBALL TOTAL	2,115.00	.00	1,736.85	82.12	378.15
	FLAG FOOTBALL TOTAL	9,870.00	.00	6,053.21	61.33	3,816.79
	HALLOWEEN TOTAL	250.00	.00	155.37	62.15	94.63
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	1,937.75	74.10	677.25
	CIRL TOTAL	2,000.00	.00	1,016.17	50.81	983.83
	SOFTBALL TOURNAMENT TOTAL	45,642.00	.00	16,141.62	35.37	29,500.38
	HISTORICAL SOCIETY TOTAL	1,850.00	.00	1,850.00	100.00	.00
	HISTORIC PRESERVATION TOTAL	1,000.00	.00	1,000.00	100.00	.00
	OTHER CULTURE/RECREATION TOTA	2,828.00	.00	2,828.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,938,951.00	121,526.66	1,678,914.08	86.59	260,036.92
	ECONOMIC DEVELOPMENT TOTAL	549,039.00	.00	471,726.60	85.92	77,312.40
	MAIN STREET NEVADA TOTAL	25,000.00	.00	25,000.00	100.00	.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	3,666.43	36.66	6,333.57
	PLANNING & ZONING TOTAL	174,366.00	9,731.56	75,432.89	43.26	98,933.11
	CHRISTMAS LIGHTS TOTAL	800.00	.00	4.99	.62	795.01
	4TH OF JULY TOTAL	9,000.00	8,500.00	8,500.00	94.44	500.00
	LINCOLN HWY DAYS TOTAL	3,000.00	.00	3,000.00	100.00	.00
	VISITOR'S GUIDE TOTAL	500.00	.00	500.00	100.00	.00
	OTHER COMM & ECO DEV TOTAL	700.00	11.67	374.67	53.52	325.33
	COMMUNITY & ECONOMIC DEV TOTA	772,405.00	18,243.23	588,205.58	76.15	184,199.42
	MAYOR/COUNCIL/CITY MGR TOTAL	11,720.00	306.38	9,011.45	76.89	2,708.55
	COUNCIL TOTAL	7,987.00	.00	398.00	4.98	7,589.00
	CITY ADMINISTRATOR TOTAL	69,500.00	850.61	16,885.94	24.30	52,614.06
	CLERK/TREASURER/ADM TOTAL	372,680.00	39,237.87	179,873.18	48.26	192,806.82
	ELECTIONS TOTAL	7,000.00	.00	2,254.10	32.20	4,745.90
	LEGAL SERVICES/ATTORNEY TOTAL	116,300.00	5,250.00	87,937.00	75.61	28,363.00
	CITY HALL/GENERAL BLDGS TOTAL	111,649.00	8,472.23	104,548.81	93.64	7,100.19
	TORT LIABILITY TOTAL	40,160.00	.00	38,023.00	94.68	2,137.00
	OTHER GENERAL GOVERNMENT TOTA	10,000.00	326.44	9,860.94	98.61	139.06
	GENERAL GOVERNMENT TOTAL	746,996.00	54,443.53	448,792.42	60.08	298,203.58

CITY OF NEVADA  
BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 6/2020, FISCAL 12/2020	PCT OF FISCAL YTD 100.0%	UNEXPENDED
		TOTAL MTD BUDGET BALANCE	YTD PERCENT BALANCE EXPENDED	
	CITYHALL/LIBRARY DEBT TOTAL	93,213.00	.00	93,162.50 99.95 50.50
	2013 GO BOND TOTAL	675,100.00	.00	675,500.00 100.06 400.00-
	2019B CIP WORK TOTAL	586,791.00	.00	589,463.75 100.46 2,672.75-
	DDCE WTR/WWT/STS DEBT TOTAL	2,574,300.00	.00	36,900.00 1.43 2,537,400.00
	DEBT SERVICE TOTAL	3,929,404.00	.00	1,395,026.25 35.50 2,534,377.75
	ROADS, BRIDGES, SIDEWALKS TOTA	7,180,000.00	732,741.05	3,241,117.65 45.14 3,938,882.35
	SIDEWALKS TOTAL	25,000.00	.00	25,910.00 103.64 910.00-
	RAILROAD CROSSINGS TOTAL	20,000.00	.00	3,458.46 17.29 16,541.54
	SENIOR COMMUNITY CENTER TOTAL	500,000.00	.00	259.00 .05 499,741.00
	FIELDHOUSE TOTAL	.00	7,942.40	42,347.75 .00 42,347.75-
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	.00 .00 2,000.00
	CAPITAL PROJECTS TOTAL	7,727,000.00	740,683.45	3,313,092.86 42.88 4,413,907.14
	OTHER GENERAL GOVERNMENT TOTA	.00	3,305.32	16,611.61 .00 16,611.61-
	WTR 2012C BOND TOTAL	573,575.00	.00	573,525.00 99.99 50.00
	WATER TOTAL	39,484.00	10,180.08	40,720.68 103.13 1,236.68-
	WATER-PLANT/PUMPS TOTAL	870,319.00	51,694.35	720,439.68 82.78 149,879.32
	WATER-LINES-INST & O&M TOTAL	60,520.00	4,290.69	54,389.52 89.87 6,130.48
	WATER ACCOUNTING TOTAL	314,247.00	11,360.69	265,693.94 84.55 48,553.06
	WASTEWATER PLANT TOTAL	617,944.00	43,180.71	543,180.52 87.90 74,763.48
	WASTSEWATER COLLECTION TOTAL	2,256,247.00	281,001.28	1,274,532.80 56.49 981,714.20
	WASTEWATER ACCOUNTING TOTAL	203,414.00	12,842.28	184,108.52 90.51 19,305.48
	LANDFILL/GARBAGE TOTAL	72,079.00	.00	71,929.22 99.79 149.78
	STORM WATER TOTAL	50,000.00	43.00	12,653.96 25.31 37,346.04
	ENTERPRISE FUNDS TOTAL	5,057,829.00	417,898.40	3,757,785.45 74.30 1,300,043.55
	TRANSFERS IN/OUT TOTAL	3,861,075.00	.00	1,937,575.00 50.18 1,923,500.00
	TRANSFER OUT TOTAL	3,861,075.00	.00	1,937,575.00 50.18 1,923,500.00
	TOTAL EXPENSES	27,124,197.00	1,548,203.23	15,793,632.68 58.23 11,330,564.32

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 6/2020, FISCAL 12/2020  
BUDGET MTD  
ESTIMATE BALANCE  
PCT OF FISCAL YTD 100.0%  
YTD PERCENT  
BALANCE RECVD  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT RECVD	100.0% UNCOLLECTED
	GENERAL TOTAL	4,186,511.00	38,140.40	3,303,278.20	78.90	883,232.80
	HOTEL MOTEL TOTAL	10,200.00	1,642.98	10,471.83	102.67	271.83-
	ROAD USE TAX TOTAL	1,009,816.00	40,684.26	873,803.88	86.53	136,012.12
	EMPLOYEE BENEFITS TOTAL	760,420.00	6,740.50	755,222.53	99.32	5,197.47
	RUT CAPITAL TOTAL	226,500.00	153.36	236,084.38	104.23	9,584.38-
	EMERGENCY FUND TOTAL	76,509.00	682.99	76,523.24	100.02	14.24-
	LOCAL OPTION SALES TAX TOTAL	901,000.00	85,168.29	1,038,732.03	115.29	137,732.03-
	TAX INCREMENT FINANCING TOTAL	1,047,310.00	18,057.24	1,064,220.77	101.61	16,910.77-
	LMI-SUBFUND TOTAL	75,671.00	.00	.00	.00	75,671.00
	RESTRICTED GIFTS TOTAL	30.00	7.16	50.31	167.70	20.31-
	CEMETARY CIP/LAND TOTAL	250.00	65.19	461.74	184.70	211.74-
	LIBRARY TRUST TOTAL	7,600.00	95.84	9,074.42	119.40	1,474.42-
	FIRE TRUST TOTAL	300.00	42.99	301.94	100.65	1.94-
	SCORE-UNDESIGNATED TOTAL	1,100.00	14.73	103.43	9.40	996.57
	SCORE O&M TOTAL	5.00	.65	4.56	91.20	.44
	NORTH STORY BASEBALL TOTAL	21,500.00	11.99	24,380.91	113.40	2,880.91-
	SENIOR CENTER TRUST TOTAL	150.00	20.01	897.08	598.05	747.08-

CITY OF NEVADA  
REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 6/2020, FISCAL 12/2020 BUDGET MTD ESTIMATE BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	100.0% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	46.82	328.81 146.14 103.81-
	ASSET FORFEITURE TOTAL	100.00	30.02	210.82 210.82 110.82-
	PARK OPEN SPACE TOTAL	24,350.00	1,275.44	25,081.04 103.00 731.04-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	128.92	478.58 217.54 258.58-
	TRAIL MAINTENANCE TOTAL	30,200.00	.00	30,295.80 100.32 95.80-
	DANIELSON TRUST TOTAL	500.00	1,211.27	12,046.60 2,409.32 11,546.60-
	LIB BLDG TRUST TOTAL	200.00	.48	3.38 1.69 196.62
	TREES FOREVER TOTAL	50.00	11.24	78.92 157.84 28.92-
	4TH OF JULY TRUST TOTAL	2,020.00	172.60	6,056.48 299.83 4,036.48-
	COMMUNITY BAND TOTAL	1,000.00	2.09	389.55 38.96 610.45
	DEBT SERVICE TOTAL	1,379,572.00	4,794.60	605,588.98 43.90 773,983.02
	CH CAMPUS PROJ TOTAL	100.00	2.14	15.08 15.08 84.92
	LIBRARY ADDITION TOTAL	98,999.00	236.63	93,937.90 94.89 5,061.10
	SC/FIELDHOUSE TOTAL	5,000,000.00	.00	.00 .00 5,000,000.00
	SIDEWALK IMPROVEMENTS TOTAL	37,000.00	267.63	36,182.43 97.79 817.57
	2019 CIP WORK TOTAL	.00	4,135.91	33,118.69 .00 33,118.69-
	2013 DDCE PROJECTS TOTAL	.00	.00	17,725.69 .00 17,725.69-

CITY OF NEVADA  
REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 6/2020, FISCAL 12/2020 BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	FISCAL YTD 100.0% PERCENT RECVD	UNCOLLECTED
	CBD DOWNTOWN IMPR TOTAL	.00	6,500.00	8,813,164.58	.00	8,813,164.58-
	TRAIL CIP RESERVE PROJTS TOTA	69,295.00	1,668.79	76,394.73	110.25	7,099.73-
	2017 STS/WT/SE/STRM PROJ TOTA	.00	906.33	6,413.37	.00	6,413.37-
	LINC HWY-W 18TH ST INTSCT TOTA	1,400,000.00	.00	742,143.90	53.01	657,856.10
	2017 BOND, REFUND 2013B TOTAL	.00	.02	.13	.00	.13-
	PERPETUAL CARE TOTAL	3,500.00	3,655.37-	3,061.05	87.46	438.95
	HATTERY TRUST TOTAL	.00	150.09-	74.08-	.00	74.08
	WATER TOTAL	2,207,727.00	211,494.16	2,144,832.24	97.15	62,894.76
	WATER DEPOSITS TOTAL	25,000.00	1,535.00	19,782.96	79.13	5,217.04
	WATER PLANT UPGRADE RSRV TOTA	251,000.00	2,193.73	264,644.46	105.44	13,644.46-
	WATER 2012C RESERVE TOTAL	.00	17,384.05-	8,560.37-	.00	8,560.37
	WATER 2012C BOND TOTAL	573,575.00	.00	573,575.00	100.00	.00
	WTR 2012C IMPROVEMENT TOTAL	.00	4,554.27-	2,208.74-	.00	2,208.74
	WATER CAPITAL REVOLVING TOTAL	127,200.00	764.89	130,710.40	102.76	3,510.40-
	SEWER TOTAL	1,274,449.00	108,403.22	1,299,582.92	101.97	25,133.92-
	SEWER CONSTRUCTION TOTAL	311,000.00	17,448.34	347,417.07	111.71	36,417.07-
	SEWER EQUIP REVOLVING TOTAL	62,000.00	694.59	64,879.78	104.64	2,879.78-



CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 6/2020, FISCAL 12/2020  
BUDGET MTD  
ESTIMATE BALANCE  
PCT OF FISCAL YTD 100.0%  
YTD PERCENT  
BALANCE RECVD  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT RECVD	UNCOLLECTED
	LANDFILL/GARBAGE TOTAL	68,650.00	5,468.69	66,638.68	97.07	2,011.32
	STORM WATER TOTAL	174,900.00	16,504.95	186,242.52	106.49	11,342.52-
	REVOLVING FUND TOTAL	363,500.00	3,190.04	394,674.96	108.58	31,174.96-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,805.92	21,896.19	.00	21,896.19-
	OTHER INTERNAL SERV FUND TOTA	4,500.00	761.82	5,350.35	118.90	850.35-
	TOTAL REVENUE BY FUND	21,815,704.00	558,441.08	23,405,712.10	107.29	1,590,008.10-

**RESOLUTION NO. 001 (2020/2021)**  
**A RESOLUTION APPROVING YEAR END TRANSFERS FOR FY2019/2020**

WHEREAS, the following transfers are necessary to complete the end of the year for Fiscal Year 2019/2020:

FROM	TO	AMOUNT
2016B/2017 Projects 323-910-6910	Railroad Crossing 305-910-4830	\$17,316.86
TIF Fund (2013 Bond) 125-910-6911	Debt Service, DuPont Project 200-910-4831	\$424,200.00
TIF Fund (2013 Bond) 125-910-6911	Debt Service, Airport Rd/Van Wall Pro 200-910-4831	\$250,900.00
TIF Fund 125-910-6911	TIF Reserve Fund (LMI/Friedrich) 126-910-4831	\$43,106.67
LIBRARY CIP Levy (2012B Bond) 302-910-6910	Debt Service, Library portion 200-910-4830	\$93,162.50
T&A-Employee Benefits 112-910-6910	General Fund 001-910-4830	\$525,093.21
T&A-Employee Benefits 112-910-6910	Road Use Tax Fund 110-910-4830	\$105,861.98
Emergency Fund 119-910-6910	General Fund 001-910-4830	\$76,523.24
Local Option Fund 121-910-6910	General Fund, Communication Spec 001-910-4830	\$5,000

WHEREAS, Transfers are needed from TIF Fund and the CIP Levy to the Debt Service Fund to make the FY2020 General Obligation Bond/Interest Payments due.

WHEREAS, Transfer is needed to Close Out Project Funds for FY2019/2020; for Railroad Crossing Improvements;

WHEREAS, Transfer is required from the TIF Fund for the LMI match from the Friedrich Development and;

WHEREAS, The Total Expenditures for City Share of FICA, Medicare, IPERS, Cafeteria, Health Insurance, Flex Administrative Fees, Life Insurance and Workers Compensation for the General and Road Use Tax employees were \$603,955.19 and the Emergency Fund Balance was \$76,523.24.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council authorizes the transfers on June 30, 2020 (for fiscal year 2019/2020) and that this resolution is made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 13<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 001 (2019/2020) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 001 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 001 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13<sup>th</sup> day of July, 2020.

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Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2020-2021\001-Budget Transfer - FY2019-2020 Year End.doc

## Memo

**To:** City Council

**From:** Shawn Cole, Zoning Supervisor

**CC:** City Administrator, Jordan Cook

**Date:** 07/07/20

**RE: Request to Rezone 1102 Osage from LC (Limited Commercial) to R-1 (Single Family Residential)**

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1. **Request to Rezone 1102 Osage:** The Planning & Zoning Commission held a Public Hearing on Monday July 6<sup>th</sup> to review a request by the property owner to rezone 1102 Osage and after review & comment recommended the City Council approve the proposed rezoning. The City Council may schedule a public hearing to review the request on July 27.

If you have any questions please contact me at work, 382-5466, or at home, 382-8703, and prior to Monday night's meeting.

## Summary

### Story County Assessor

Sec-Twp-Rng	12-83-23	Property ID	10-12-150-100
Brief Tax Description	INDIAN RIDGE PLAT 3 LOT:43 NEVADA	Map ID	10-12-150-100
Primary Class	Residential	Property Address	1102 OSAGE DR NEVADA
Primary Zoning	<a href="#">Click here for the zoning map.</a>	<a href="#">Click to View/Print 2019 Property Record Card</a>	
Secondary Zoning	N/A		
Zoning Overlay	N/A		
Secondary Zoning Overlay	N/A		
Gross Acres	0.00		
Net Acres	N/A		
Last Transfer	9/30/2019		
Recording Date			
Deed Book/Page	2019-09139 (9/24/2019)		
(Instr. Date)			
Contract Book/Page	N/A		
(Instr. Date)			
Taxing District	NEVADA CITY/NEVADA SCH		
School District	NEVADA COMMUNITY SCHOOL		
TIF/UR District	N/A		
Drainage District	N/A		

## Owner

Deed Holder  
PEEBLES, CHARLES E  
[1324 APACHE ST](#)  
NEVADA IA 50201

Contract Holder

Mailing Address  
PEEBLES, CHARLES E  
1324 APACHE ST  
NEVADA IA 50201

FRAME-PEEBLES, KATHERINE J

[Change mailing address](#)  
[Transfer Homestead or Military](#)

## Land

Lot Area 2.09 Acres ; 91,171 SF

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/24/2019	WILSON, KENDALL W REVOCABLE TRUST	PEEBLES, CHARLES E & FRAME- PEEBLES, KATHERINE J	2019- 09139	Vacant lot	Deed		\$100,000.00
5/22/2015	INDIAN RIDGE LC	WILSON, KENDALL W REVOCABLE TRUST	15-04766	Corporate merger or reorganization	Deed		\$15,000.00

## Valuation (Story County)

	2020	2019	2018	2017	2016	2015
Classification	Residential	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$98,500	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$98,500	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600
- Exempt Value	\$0	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$98,500	\$11,600	\$11,600	\$11,600	\$11,600	\$11,600

## Taxation (Story County)



Classification	2018	2017	2016	2015
	Residential	Residential	Residential	Residential
+ Taxable Land Value	\$6,602	\$6,452	\$6,605	\$6,453
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$0	\$0	\$0
= Gross Taxable Value	\$6,602	\$6,452	\$6,605	\$6,453
- Military Credit				
= Net Taxable Value	\$6,602	\$6,452	\$6,605	\$6,453
x Levy Rate (per \$1000 of value)	38.70692	38.62485	38.50532	38.47350
= Gross Taxes Due	\$255.54	\$249.21	\$254.33	\$248.27
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$256.00	\$250.00	\$254.00	\$248.00

### Tax History

Year	Due Date	Amount	Paid	Date Paid	Tax Statement/Receipt
2018	March 2020	\$128	Yes	3/11/2020	<a href="#">137854</a>
	September 2019	\$128	Yes	9/27/2019	
2017	March 2019	\$125	Yes	9/19/2018	<a href="#">136412</a>
	September 2018	\$125	Yes	9/19/2018	
2016	March 2018	\$127	Yes	9/7/2017	<a href="#">132615</a>
	September 2017	\$127	Yes	9/7/2017	
2015	March 2017	\$124	Yes	9/7/2016	<a href="#">131262</a>
	September 2016	\$124	Yes	9/7/2016	
2014	March 2016	\$126	Yes	9/3/2015	<a href="#">117433</a>
	September 2015	\$126	Yes	9/3/2015	
2013	March 2015	\$123	Yes	8/21/2014	<a href="#">113334</a>
	September 2014	\$123	Yes	8/21/2014	

### Homestead Tax Credit Application

[Apply online for the Homestead Tax Credit](#)

### Military Service Tax Exemption Application

[Apply online for the Military Service Tax Exemption](#)

### Iowa Land Records

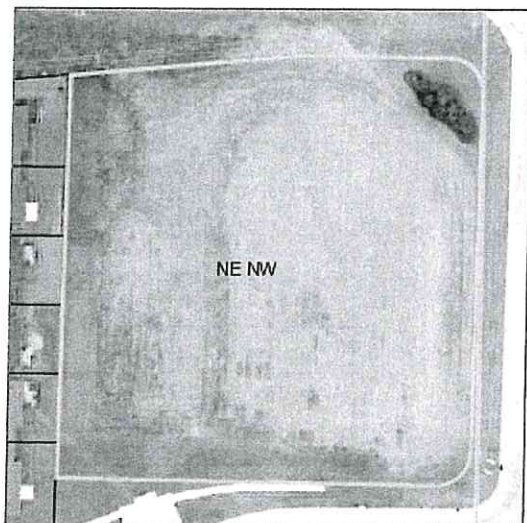
[View \(2019-09139\)](#)

[View \(2015-4766\)](#)

[View \(2002-5989\)](#)

[View \(2001-9135\)](#)

### Map



Proof Of Publication In  
NEVADA JOURNAL

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STATE OF IOWA, STORY COUNTY,ss.

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

**CITY OF NEVADA**

Zoning - 1102 Osage Rezoning

was published in said newspaper  
1 time(s) on June 25, 2020  
with the last of said publication on  
the 25th day of June, 2020

*Kim Fowler*

*Kimberly Nelsen*



Notary Public  
Sworn to before me and subscribed in my  
presence by Kim Fowler, Director of Sales  
this the 25th day of June, 2020

AD NO: 1346068  
FEE: \$24.16  
ACCT NO: 37490

#1346068  
**NOTICE OF REQUEST TO AMEND  
THE ZONING ORDINANCE  
OF NEVADA, IOWA**

The Planning & Zoning Commission of the City of Nevada, Iowa, has received a request from the property owner, Chuck Peebles, to amend the Planned Unit Development in Indian Ridge Development of the City of Nevada, Iowa, by changing the zoning classification on the following described property, 1102 Osage, owned by him and located within the corporate limits of the City of Nevada, Iowa, from an LC (Limited Commercial) to an R-2 (Medium Density Single and Two-Family Residential District) District.

The property for which the change is proposed is legally described as:

Indian Ridge Plat 3 Lot 43.

The Planning & Zoning Commission of the City of Nevada, Iowa, will conduct a public hearing on this request on the 6th day of July, 2020 at the Planning & Zoning Commission Meeting which is set to begin at 6:15 o'clock P.M., in Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 2nd day of July, 2020.

Respectfully submitted,  
City of Nevada, Iowa  
Kerin Wright, City Clerk

Published in the Nevada Journal  
on June 25, 2020 (1T)

**ORDINANCE NO. 1011 (2019/2020)**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2006, BY AMENDING PROVISIONS PERTAINING TO WATER RATES (CHAPTER 92) AND SEWER USER CHARGES (CHAPTER 99)**

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

**Section 1. SECTION MODIFIED.** Chapter 92 (Water Rates), Section 92.02 (Rates for Service for Potable Water) of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

**92.02 RATES FOR SERVICE FOR POTABLE WATER.** Water service shall be furnished at the following monthly rates within the City:

1. Service Fee. The monthly service fee applicable to all customers shall be in accordance with the following schedule:

Meter Reading Date	Monthly Service Fee
Current: June 2017	\$14.06
<u><b>July, 2020</b></u>	<u><b>\$14.48</b></u>
<u><b>June, 2021</b></u>	<u><b>\$14.92</b></u>
<u><b>*An additional 3% increase each June meter read going forward</b></u>	

2. Use Charge. In addition to the monthly service fee, there shall be a use (consumption) charge per 1,000 gallons of water, or pro rata portion thereof, used or consumed by the customer, as determined by meter readings in accordance with the following schedule:

Meter Reading Date	Charge per 1000 Gallons or Pro Rata Part Thereof
Current: June, 2017	\$6.47
<u><b>July, 2020</b></u>	<u><b>\$6.66</b></u>
<u><b>June, 2021</b></u>	<u><b>\$6.86</b></u>
<u><b>*An additional 3% increase each June meter read going forward</b></u>	

3. These rates, fees and charges shall commence for meter readings during the months shown.

**Section 2. SECTION MODIFIED.** Chapter 92 (Water Rates), Section 92.03 (Rates for Service for Non-Potable Water) of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

**92.03 RATES FOR SERVICE FOR NON-POTABLE WATER.** Non-potable water (raw water used for industrial use in processing of product) may be furnished where available at the following monthly rates within the City:

1. Service Fee. The monthly service fee applicable to all customers shall be in accordance with the following schedule:

Meter Reading Date	Monthly Service Fee
Current: June, 2017	\$14.06
<b><u>July, 2020</u></b>	<b><u>\$14.48</u></b>
<b><u>June, 2021</u></b>	<b><u>\$14.92</u></b>
<b><i>*An additional 3% increase each June meter read going forward</i></b>	

2. Use Charge. In addition to the monthly service fee, there shall be a use (consumption) charge per 1,000 gallons of water, or pro rata portion thereof, used or consumed by the customer, as determined by meter readings in accordance with the following schedule:

Meter Reading Date	Charge per 1000 Gallons or Pro Rata Part Thereof
Current: June, 2017	\$0.92
<b><u>July, 2020</u></b>	<b><u>\$0.95</u></b>
<b><u>June, 2021</u></b>	<b><u>\$0.98</u></b>
<b><i>*An additional 3% increase each June meter read going forward</i></b>	

3. These rates, fees and charges shall commence for meter readings during the months shown.

**Section 3. SECTION MODIFIED.** Chapter 99 (Sewer Use Charges), Section 99.06 (User Charges) of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

**99.06 USER CHARGES.**

1. Minimum Charge. The minimum user charge per month shall be:

Meter Reading Date	Monthly Service Fee
Current: June, 2017	\$8.44
<b><u>July, 2020</u></b>	<b><u>\$10.13</u></b>

<u><b>June, 2021</b></u>	<u><b>\$12.16</b></u>
<u><b>*To be evaluated after the commencement of the wastewater treatment plant project</b></u>	

2. Additional Quantity Use Charge. In addition to the minimum monthly charge, each contributor shall pay a user charge rate for operation and maintenance (including replacement), debt retirement of any existing or future bonded indebtedness or construction of reasonable and necessary improvements:

Meter Reading Date	Charge per 1000 Gallons or Pro Rata Part Thereof
Current: June, 2017	\$4.35
<u><b>July, 2020</b></u>	<u><b>\$5.22</b></u>
<u><b>June, 2021</b></u>	<u><b>\$6.26</b></u>
<u><b>*To be evaluated after the commencement of the wastewater treatment plant project</b></u>	

~~The sewer charges and rates established and stated herein are determined by the system for development of proportional user charges set out, with representative computations, as shown in current Appendix A. (Based upon rate study prepared by Howard R. Green Company – May 2013.)~~

3. Sewer Construction. In addition to the above two charges, each user shall be assessed an additional charge per month for payment of reasonable and necessary improvements.

Metering Reading Date	Monthly Construction Fee
Current: June, 2017	\$1.69
<u><b>July, 2020</b></u>	<u><b>\$2.03</b></u>
<u><b>June, 2021</b></u>	<u><b>\$2.44</b></u>
<u><b>*To be evaluated in FY2022</b></u>	

**Section 4. SECTION MODIFIED.** Chapter 99 (Sewer Use Charges), Section 99.07 (Surcharge) of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

**99.07 SURCHARGE.** For those contributors who contribute wastewater the strength of which is greater than the limits set out below, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement is:



1. Carbonaceous Biological Oxygen Demand (CBOD) per pound over 300mg/l  
Current: July 2017      **August 2020**      **July 2021**  
\$0.204      **\$0.210**      **\$0.216** (Per pound)  
**\*An Additional 3% increase yearly with the July billing**
2. Total Suspended Solids (TSS) in excess of 300 mg/l  
Current: July 2017      **July 2020**      **July 2021**  
\$0.497      **\$0.512**      **\$0.527** (Per Pound)  
**\*An Additional 3% increase yearly with the July billing**
3. Total Kjeldahl Nitrogen (TKN) in excess of 35 mg/l  
Current: July 2017      **July 2020**      **July 2021**  
\$0.792      **\$0.816**      **\$0.840** (Per Pound)  
**\*An Additional 3% increase yearly with the July billing**
4. Oil and Grease:  
A. \$0.10 per pound in excess of 300 mg/l and an additional  
B. \$0.20 per pound in excess of 600 mg/l

**SECTION 5. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 6. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 7. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved first reading by the Nevada City Council this 8<sup>th</sup> day of June, 2020.  
Passed and approved second reading by the Nevada City Council this 22<sup>nd</sup> day of June, 2020.  
Passed and approved third reading by the Nevada City Council this 13<sup>th</sup> day of July, 2020.

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Brett Barker, Mayor

ATTEST:

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Kerin Wright, City Clerk

I certify that the foregoing was published as Ordinance No. 1011 on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kerin Wright, City Clerk

1<sup>st</sup> Reading – June 8, 2020

Motion by Council Member Jason Sampson, seconded by Council Member Sandy Ehrig, to adopt the first reading of Ordinance No. 1011.

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

NAYS: None

ABSENT: None

2<sup>nd</sup> Reading – June 22, 2020

Motion by Council Member Luke Spence, seconded Council Member by Brian Hanson, to approve the second reading of Ordinance No. 1011.

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

NAYS: None

ABSENT: None

3<sup>rd</sup> Reading – July 13, 2020

Motion by Council Member Brett Barker, seconded by Council Member Jane Heintz, to approve the third reading of Ordinance No. 1011.

AYES: —

NAYS: —

ABSENT: —

The Mayor declared Ordinance No. 1011 adopted.



Iowa Department of Transportation

**Construction Pay Estimate Report**Item # 713  
Date: 7/13/2020

6/22/2020 10:25 AM

FieldManager 5.3c

Contract: \_85-5405-611, PCC & HMA Widening

<b>Estimate No.</b> 9	<b>Estimate Date</b> 6/22/2020	<b>Entered By</b> Chris Wion	<b>Estimate Type</b> Semi-Monthly	<b>Managing Office</b> Des Moines
<b>All Contract Work Completed</b>	<b>Construction Started Date</b> 8/14/2018	<b>Prime Contractor</b> MANATT'S, INC. 1775 Old Hwy 6 P.O. Box 535 Brooklyn Ia 52211-0535		
<b>Comments</b>				

**Item Usage Summary**

Project: 170895, 2018 Lincoln Highway and W. 18th Street Intersection Improve

Category: 1, 2018 Lincoln Highway and W. 18th Street Intersection Improve

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	LF	2602-0000071	0550	0275	00	000	1,151.000	0.05	\$57.55
MOBILIZATION, EROSION CONTROL	EACH	2602-0010010	0590	0295	00	000	1.000	500.00	\$500.00
Subtotal for Category 1:									\$557.55
Subtotal for Project 170895:									\$557.55
Total Estimated Item Payment:									\$557.55

**Time Charges**

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	0	\$0
Total Liquidated Damages:				\$0

**Pre-Voucher Summary**

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
170895, 2018 Lincoln Highway and W. 18th Street Intersection Improve	0009	\$557.55	\$0.00	\$557.55
Voucher Total:				\$557.55

**Construction Pay Estimate Report**

6/22/2020 10:25 AM

FieldManager 5.3c

**Summary**

Current Voucher Total:	\$557.55	Earnings to date:	\$1,145,746.97
-Current Retainage:	\$0.00	- Retainage to date:	\$30,000.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
<b>Total Estimated Payment:</b>	<b>\$557.55</b>	<b>Net Earnings to date:</b>	<b>\$1,115,746.97</b>
		- Payments to date:	\$1,115,189.42
		<b>Net Earnings this period:</b>	<b>\$557.55</b>

**Estimate Certification**

The work items shown herein are just and unpaid, and the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

MANATT'S, INC.

6/23/20  
(Date)

Recommended by Project Engineer

7/8/2020  
(Date)

Approved by District Construction Engineer or designee

(Date)



# Construction Pay Estimate Amount Balance Report

Estimate: 9

Contract: **\_85-5405-611, PCC & HMA Widening**  
Project: **170895, 2018 Lincoln Highway and W. 18th Street Intersection Improve**

Category: **1, 2018 Lincoln Highway and W. 18th Street Intersection Improve**

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0010	EMBANKMENT-IN-PLACE	2102-2625000	1,338,000	CY		1,338,000	1,338,000	100%	26.50000	\$35,457.00
0020	EXCAVATION, CL 10, RDWY+BORROW	2102-2710070	978,000	CY		978,000	978,000	100%	14.30000	\$13,985.40
0030	EXCAVATION, CL 13, RDWY+BORROW	2102-2713070	269,000	CY		269,000	269,000	100%	8.15000	\$2,192.35
0040	LOCATING TILE LINE	2102-4560000	18,700	STA		18,700	18,700	100%	306.00000	\$5,722.20
0050	TOPSOIL, FURN+SPREAD	2105-8425005	303,000	CY		151,500	151,500	50%	30.60000	\$4,635.90
0060	TOPSOIL, STRIP, SALVAGE+SPREAD	2105-8425015	1,778,000	CY		1,778,000	1,778,000	100%	20.40000	\$36,271.20
0070	SPECIAL COMPACTION OF SUBGRADE	2109-8225100	28,940	STA		28,940	28,940	100%	816.00000	\$23,615.04
0080	MODIFIED SUBBASE	2115-0100000	1,486,000	CY		1,738,000	1,738,000	117%	61.00000	\$106,018.00
0090	GRANULAR SHLD, TYPE A	2121-7425010	547,000	TON		398,530	398,530	73%	33.50000	\$13,350.76
0100	PAVED SHLD, HMA, 6"	2122-5500060	1,171,000	SY		1,171,000	1,171,000	100%	29.50000	\$34,544.50
0110	PAVT, SCARIFICATION	2214-5145150	7,835,000	SY		7,835,000	7,835,000	100%	3.25000	\$25,463.75
0120	STANDARD OR SLIP FORM PCC PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9IN	2301-1033090	2,807,000	SY		2,807,000	2,807,000	100%	73.00000	\$204,911.00
0130	PCC PAVT SAMPLE	2301-5911722	1,000	LS		0.000			3,000.00000	
0140	HMA COMMERCIAL MIX (INCL ASPH BINDER)	2303-0000100	25,000	TON		46,360	46,360	185%	200.00000	\$9,272.00
0150	HMA HT BASE, 3/4"	2303-1041750	1,326,000	TON		1,290,430	1,290,430	97%	59.50000	\$76,780.59
0160	HMA HT INTERMEDIATE, 1/2"	2303-1042500	922,000	TON		1,063,130	1,063,130	115%	63.50000	\$67,508.76
0170	HMA HT SURF, 1/2", NO FRIC	2303-1043500	922,000	TON		955,220	955,220	104%	63.50000	\$60,656.47
0180	ASPH BINDER, PG 58-28H	2303-1258284	191,000	TON		152,330	152,330	80%	477.00000	\$72,661.41
0190	HMA PAVT SAMPLE	2303-5911000	1,000	LS		1,000	1,000	100%	3,000.00000	\$3,000.00
0200	SURF, DRIVEWAY, CL A CR STONE	2315-8275025	242,000	TON		241,250	241,250	99%	38.00000	\$9,167.50
0210	GRANULAR BACKFILL	2402-0425030	19,000	CY		19,000	19,000	100%	72.45000	\$1,376.55
0220	CORR PIPE CULV,	2417-1007000	68,000	LF		68,000	68,000	100%	35.70000	\$2,427.60
0230	INTAKE, SW-512, 24"	2435-0251224	3,000	EACH		2,000	2,000	67%	2,856.00000	\$5,712.00
0240	SUBDRAIN, PVC, STD, PERFORATED 4"	2502-8213204	3,102,000	LF		3,078,000	3,078,000	99%	14.50000	\$44,631.00
0250	SUBDRAIN, TILE, 6"	2502-8215806	1,928,000	LF		279,000	279,000	14%	19.00000	\$5,301.00

Contract: **\_85-5405-611**

Estimate: 9





# Construction Pay Estimate Amount Balance Report

Estimate: 9

Iowa Department of Transportation

6/22/2020 10:25 AM  
FieldManager 5.3c

Project: 170895, 2018 Lincoln Highway and W. 18th Street Intersection Improve

Category: 1, 2018 Lincoln Highway and W. 18th Street Intersection Improve

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0260	SUBDRAIN RISER, 6"	2502-8221006	2,000	EACH		2,000		100%		
0270	SUBDRAIN OUTLET, DR-305	2502-8221305	16,000	EACH		7,000		44%		\$1,250.00
0280	RMV STORM SWR PIPE LE 36"	2503-0200036	1,924,000	LF		0.000				\$4,375.00
0290	RMVL OF PAVT	2510-6745850	2,959,000	SY		2,959,000		100%		
0300	RMVL OF INTAKE+UTILITY ACCESS	2510-6750600	3,000	EACH		1,000		33%		\$32,549.00
0310	RECREATIONAL TRAIL, HMA, 3"	2511-0301300	0,000	SY		0.000				\$306.00
0320	RECREATIONAL TRAIL, PCC, 6"	2511-0302600	9,000	SY		9,000		100%		
0330	SPECIAL COMPACTION OF SUBGRADE/REC TRAIL	2511-0310100	3,130	STA		3,130		100%		\$1,710.00
0340	DETECTABLE WARNING	2511-7528101	24,000	SF		24,000		100%		\$2,554.08
0350	RMVL OF PAVED DRIVEWAY	2515-6745600	68,000	SY		68,000		100%		\$600.00
0360	PERMANENT RD CLOSURE, URBAN, SI-182	2518-6891820	1,000	EACH		1,000		100%		\$884.00
0370	SAFETY CLOSURE	2518-6910000	5,000	EACH		5,000		100%		\$1,000.00
0380	RMV+REINSTALL SIGN	2524-6765010	2,000	EACH		0.000				\$1,125.00
0390	CONSTRUCTION SURVEY	2526-8285000	1,000	LS		1,000		100%		
0400	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109	115,360	STA		108,770		94%		\$12,000.00
0410	PAINTED SYMBOL+LEGEND, HIBUILD WATERBORNE	2527-9263138	10,000	EACH		10,000		100%		\$8,484.06
0420	TRAFFIC CONTROL	2528-8445110	1,000	LS		1,000		100%		\$2,000.00
0430	FLAGGER	2528-8445113	20,000	EACH		0.000				\$20,000.00
0440	MOBILIZATION	2533-4980005	1,000	LS		1,000		100%		
0450	REPLACEMENT OF UNSUITABLE BACKFILL MAT'L	2552-0000220	100,000	CY		0.000				\$140,000.00
0460	WATER MAIN, TRENCHED, PVC, 12"	2554-0114012	25,000	LF		25,000		100%		
0470	FITTINGS BY WEIGHT, DI	2554-0203000	315,000	LB		315,000		100%		\$10,200.00
0480	FIRE HYDRANT ASSEMBLY, WM-201	2554-0210201	1,000	EACH		1,000		100%		\$2,567.25
0490	(EACH' ITEM) Removal of Fire Hydrant Assembly	2599-9999005	1,000	EACH		1,000		100%		\$6,630.00
0500	(LUMP SUM' ITEM) PCC Flume 6"	2599-9999010	1,000	LS		1,000		100%		\$510.00
0510	MULCH	2601-2634100	2,000	ACRE		7,380		369%		\$2,550.00
										\$7,380.00

Contract: \_85-5405-611

Estimate: 9

Page 2 of 3



# Construction Pay Estimate Amount Balance Report

Estimate: 9

Project: 170895, 2018 Lincoln Highway and W. 18th Street Intersection Improve

Category: 1, 2018 Lincoln Highway and W. 18th Street Intersection Improve

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0520	SEED+FERTILIZE (RURAL)	2601-2636043		2.000 ACRE		1,800	1,800	90%	900.00000	\$1,620.00
0530	SILT FENCE	2602-0000020	2,566,000	LF		1,151,000	1,151,000	45%	1.50000	\$1,726.50
0540	SILT FENCE-DITCH CHECKS	2602-0000030	243,000	LF		0.000			2.00000	
0550	RMVL OF SILT FENCE/SILT FENCE-DITCH CHECK	2602-0000071	2,809,000	LF	1,151,000	1,151,000		41%	0.05000	\$57.55
0560	MAINT OF SILT FENCE/SILT FENCE-DITCH CHECK	2602-0000101	2,809,000	LF		0.000			0.15000	
0570	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 12"	2602-0000312	1,809,000	LF		1,840,000	1,840,000	102%	3.00000	\$5,520.00
0580	RMVL OF PERIMETER+SLOPE SEDIMENT CNTL DEV	2602-0000350	1,809,000	LF		1,845,000	1,845,000	102%	0.75000	\$1,383.75
0590	MOBILIZATION, EROSION CONTROL	2602-0010010	1,000	EACH	1,000	13,000	13,000	1300%	500.00000	\$6,500.00
0600	EROSION CONTROL	2602-0010020	1,000	EACH		0.000			1,000.00000	
0605	RECREATIONAL TRAIL, PCC, 6"	2511-0302600	203,000	SY		203,000	203,000	100%	27.60000	\$5,602.80
Subtotal for Category 1:										1145746.97
Subtotal for Project 170895:										1145746.97
Percentage of Contract Completed(curr): 95%										
(total earned to date / total of all authorized work)										
Total Amount Earned This Estimate:										\$557.55
Total Amount Earned To Date:										\$1,145,746.97

Contract: 85-5405-611

Estimate: 9



### FINAL PAYMENT

Contractor Manatt's, Inc. Letting Date 05/15/2018  
Work Type HMA Pavement Widening Contract ID 85-5405-611  
Accounting ID(s) 35262  
Project Number(s) STP-U-5405(611)--70-85

The project tests, measurements and material reports of the above contract have been reviewed and indicate construction in reasonably close conformity with the plans and specifications except as noted below.

The work and test reports have been reviewed (check appropriate box):

- ☐ A price adjustment, as provided by the specifications, has been made in the amount of \$ \_\_\_\_\_ (see attachment)
- ☒ No price adjustment. All the test results and measurements are within specifications.

Signature \_\_\_\_\_

Project Engineer

Date: 7/7/2020

#### District Materials Engineer

District Materials has reviewed project/contract

☐ Yes

☐ No

☐ This is to certify that:

As per the project engineer, the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications. All independent assurance and verification samples and tests were within tolerance limits of the samples and tests that were used in the acceptance program.

Signature \_\_\_\_\_

District Materials Engineer/Director, Office of Systems Planning

Date: \_\_\_\_\_

☐ Upon settlement of claims against the contractor, including assessed liquidated damages, if any, payment in the amount shown on the final estimate is recommended.

Signature \_\_\_\_\_

District Construction Engineer/Local Systems Field Engineer/  
Director, Office of Systems Planning

Date: \_\_\_\_\_

#### For Central Office Use Only

☐ Recorded Finance

☐ Recorded Construction & Materials





## STATEMENT OF COMPLETION AND FINAL ACCEPTANCE OF WORK

Contractor Manatt's, Inc. Letting Date 05/15-2018  
 Work Type HMA Pavement Widening Contract ID 85-5405-611  
 Accounting ID(s) 35262

Project Number(s) STP-U-5405(611)--70-85  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional Comments

Type of Contract

- ☐ Specified Start Date \_\_\_\_\_  
☐ Approximate Start Date \_\_\_\_\_  
☒ Late Start Date 07/30/2018  
☐ Completion Date Contract \_\_\_\_\_

Actual Start Date 08/12/2018

Field Completion Date \_\_\_\_\_

Site No.(s)	00				
Working Days Specified:	60				
Working Days Charged:	56				
Closure Days Specified:					
Closure Days Charged:					

Recommended for Acceptance	Iowa DOT Contract Acceptance
<p>Signature <u>[Signature]</u>  <small>Project Engineer</small></p> <p>Date <u>7/9/2020</u></p>	<p>Signature _____  <small>District Construction Engineer</small></p> <p>Date _____</p>

Approved and Work Accepted on Behalf of the City Council of

\_\_\_\_\_ Iowa this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ Year

Signature \_\_\_\_\_  
Mayor

For Central Office Use Only

☐ Recorded Finance

☐ Recorded Construction & Materials

**NOTE: On county administered projects, the County Engineer is required to sign "Recommended for Acceptance" and "Approved and Work Accepted on Behalf of the Board of Supervisors".**

**RESOLUTION NO. 002 (2020/2021)**

**A RESOLUTION ACCEPTING THE  
LINCOLN HIGHWAY/W. 18<sup>TH</sup> STREET INTERSECTION PROJECT AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Manatt's, Inc. to construct the Lincoln Highway/W. 18<sup>th</sup> Street Intersection Project on June 15, 2018; and

WHEREAS, the project has now been completed by the Contractor, and inspected and recommended for approval by HR Green, Inc.; and

WHEREAS, the completed total construction price is \$ 1,145,746.97; and

WHEREAS, HR Green, Inc. has found that this project has been completed in substantial conformance with the contract documents and recommends acceptance of the work completed. The Statement of Completion and Final Acceptance of Work is submitted for execution.

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

1. The Lincoln Highway/W. 18<sup>th</sup> Street Intersection Project has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Completion and Final Acceptance of Work be approved and executed by the Mayor.
2. The City Clerk is directed to release retainage in 30 days.

RESOLVED this 13<sup>th</sup> of July, 2020, by the City Council of the City of Nevada, Iowa.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 002 (2020/2021) be adopted.

AYES:            —  
NAYS:           —  
ABSENT:        —

The Mayor declared Resolution No. 002 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 002 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13<sup>th</sup> day of July, 2020.

---

Kerin Wright, City Clerk



## PAGE 1 OF 2

DISTRIBUTION TO:

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

1. ORIGINAL CONTRACT SUM .....	\$7,856,750.00
2. Net change by Change Orders .....	\$5,900.00
3. CONTRACT SUM TO DATE.....	\$7,862,650.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$1,850,061.70

(Column G on G703)

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

5. TOTAL EARNED LESS RETAINAGE ..... \$1,757,558.62  
(Line 4 less Line 5 Total)

PAYMENT (Line 6 from prior Certificate) .....


J. BALANCE TO FINISH, PLUS RETAINAGE .....

(Line 3 less Line 6)

DATE: 1/4/20

AMOUNT CERTIFIED ..... \$436,406.25

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

By: 

By: K. A. [Signature] Date: 7/7/2020

This Certificate is ~~not negotiable~~ The AMOUNT CERTIFIED is payable only to the

Contractor named herein. Issuance, payment and acceptance are without prejudice

**to any rights of the Owner or Contractor under this Contract.**

# Contractor's Monthly Payment Estimate

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

Estimate No. 4 Date: 6/30/2020

Contract		Period Ending: 6/30/2020										
NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE
1.	CLEARING AND GRUBBING	UNIT	50	\$ 100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
2.	TOPSOIL, OFF-SITE	CY	179	\$ 100.00	\$ 17,900.00	0.00	\$ -	16.00	\$ 1,600.00	16.00	\$ 1,600.00	\$ 80.00
3.	EXCAVATION CLASS 10	CY	8,631	\$ 22.00	\$ 189,882.00	690.00	\$ 15,180.00	67.00	\$ 1,474.00	757.00	\$ 16,654.00	\$ 832.70
4.	BELOW GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
5.	SUBGRADE PREPARATION	SY	25,514	\$ 4.00	\$ 102,056.00	2,200.00	\$ 8,800.00	300.00	\$ 1,200.00	2,500.00	\$ 10,000.00	\$ 500.00
6.	SUBBASE, MODIFIED, 6"	SY	25,514	\$ 10.00	\$ 255,140.00	2,200.00	\$ 22,000.00	300.00	\$ 3,000.00	2,500.00	\$ 25,000.00	\$ 1,250.00
7.	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	LF	1,908	\$ 130.00	\$ 248,040.00	1,116.00	\$ 145,080.00	0.00	\$ -	1,116.00	\$ 145,080.00	\$ 7,254.00
8.	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	3,244	\$ 125.00	\$ 405,500.00	1,473.00	\$ 184,125.00	1,081.00	\$ 135,125.00	2,554.00	\$ 319,250.00	\$ 15,962.50
9.	REMOVAL OF SANITARY SEWER, VCP, 8"	LF	1,695	\$ 19.00	\$ 32,205.00	1,096.00	\$ 20,824.00	0.00	\$ -	1,096.00	\$ 20,824.00	\$ 1,041.20
10.	STORM SEWER, TRENCHED, RCP, HDPE, 1.5"	LF	46	\$ 71.00	\$ 3,266.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
11.	STORM SEWER, TRENCHED, RCP, 8"	LF	36	\$ 110.00	\$ 3,960.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
12.	STORM SEWER, TRENCHED, RCP, 12"	LF	243	\$ 162.00	\$ 39,366.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
13.	STORM SEWER, TRENCHED, RCP, 15"	LF	949	\$ 155.00	\$ 147,095.00	78.40	\$ 12,152.00	0.00	\$ -	78.40	\$ 12,152.00	\$ 607.60
14.	STORM SEWER, TRENCHED, RCP, 18"	LF	1,527	\$ 159.00	\$ 242,793.00	299.80	\$ 47,668.20	0.00	\$ -	299.80	\$ 47,668.20	\$ 2,383.41
15.	STORM SEWER, TRENCHED, RCP, 24"	LF	1,174	\$ 173.00	\$ 203,102.00	969.00	\$ 167,637.00	0.00	\$ -	969.00	\$ 167,637.00	\$ 8,381.85
16.	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36"	LF	4,245	\$ 19.00	\$ 80,655.00	401.00	\$ 7,619.00	332.00	\$ 6,308.00	733.00	\$ 13,927.00	\$ 696.35
17.	SUBDRAIN, PERFORATED PVC, 8"	LF	5,611	\$ 18.00	\$ 100,998.00	480.00	\$ 8,640.00	0.00	\$ -	480.00	\$ 8,640.00	\$ 432.00
18.	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"	EA	8	\$ 800.00	\$ 6,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
19.	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	32	\$ 500.00	\$ 16,000.00	6.00	\$ 3,000.00	0.00	\$ -	6.00	\$ 3,000.00	\$ 150.00
20.	FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	40	\$ 690.00	\$ 27,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
21.	STORM SEWER SERVICE STUB, PVC, 6"	LF	400	\$ 38.00	\$ 15,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
22.	STORM SEWER SERVICE STUB, HOPE, 1-1/2"	EA	61	\$ 2,700.00	\$ 164,700.00	19.00	\$ 51,300.00	19.00	\$ 51,300.00	38.00	\$ 102,600.00	\$ 5,130.00
23.	WATER MAIN, TRENCHED, PVC, 3" RESTRAINED JOINT	LF	10	\$ 75.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
24.	WATER MAIN, TRENCHED, PVC, 4" RESTRAINED JOINT	LF	5	\$ 82.00	\$ 410.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
25.	WATER MAIN, TRENCHED, PVC, 6" RESTRAINED JOINT	LF	36	\$ 61.00	\$ 2,196.00	0.00	\$ -	60.00	\$ 3,660.00	60.00	\$ 3,660.00	\$ 183.00
26.	WATER MAIN, TRENCHED, PVC, 8"	LF	1,550	\$ 60.00	\$ 93,000.00	405.00	\$ 24,300.00	200.00	\$ 12,000.00	605.00	\$ 36,300.00	\$ 1,815.00
27.	WATER MAIN, TRENCHED, PVC, 8" RESTRAINED JOINT	LF	1,684	\$ 70.00	\$ 117,880.00	688.00	\$ 48,160.00	136.00	\$ 9,520.00	824.00	\$ 57,680.00	\$ 2,804.00
28.	WATER MAIN, TRENCHED, PVC, 10"	LF	50	\$ 78.00	\$ 3,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
29.	WATER MAIN, TRENCHED, PVC, 12"	LF	400	\$ 68.00	\$ 27,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
30.	WATER MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	531	\$ 88.00	\$ 46,728.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
31.	WATER MAIN, TRENCHED, DUCTILE IRON, 4" RESTRAINED JOINT	LF	5	\$ 155.00	\$ 775.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
32.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" RESTRAINED JOINT	LF	325	\$ 78.00	\$ 25,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
33.	WATER MAIN, TRENCHED, DUCTILE IRON, 8" RESTRAINED JOINT	LF	112	\$ 90.00	\$ 10,080.00	20.00	\$ 1,800.00	0.00	\$ -	20.00	\$ 1,800.00	\$ 90.00
34.	FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12,049	\$ 11.00	\$ 132,539.00	3,160.00	\$ 34,760.00	1,208.00	\$ 13,288.00	4,368.00	\$ 48,048.00	\$ 2,402.40
35.	WATER SERVICE STUB, 1-1/2" PE SDR 9	EA	73	\$ 1,730.00	\$ 126,290.00	20.00	\$ 34,600.00	19.00	\$ 32,870.00	39.00	\$ 67,470.00	\$ 3,373.50
36.	WATER SERVICE PIPE, 1-1/2" PE SDR 9	LF	4,481	\$ 30.00	\$ 134,430.00	1,123.00	\$ 33,690.00	1,220.00	\$ 36,600.00	2,343.00	\$ 70,290.00	\$ 3,514.50
37.	VALVE, DI MJ GATE, 3"	EA	1	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
38.	VALVE, DI MJ GATE, 8"	EA	27	\$ 1,550.00	\$ 41,850.00	10.00	\$ 15,500.00	4.00	\$ 6,200.00	14.00	\$ 21,700.00	\$ 1,085.00
39.	VALVE, DI MJ GATE, 12"	EA	12	\$ 2,400.00	\$ 28,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
40.	VALVE, INSERTION VALVE, 4"-12"	EA	6	\$ 13,500.00	\$ 81,000.00	1.00	\$ 13,500.00	2.00	\$ 27,000.00	3.00	\$ 40,500.00	\$ 2,025.00



41.	FIRE HYDRANT ASSEMBLY	EA	13	\$ 5,250.00	\$ 68,250.00	4.00	\$ 21,000.00	1.00	\$ 5,250.00	5.00	\$ 26,250.00	\$ 1,312.50	38.48%
42.	FIRE HYDRANT ASSEMBLY REMOVAL	EA	9	\$ 1,800.00	\$ 16,200.00	0.00	\$ -	1.00	\$ 1,800.00	1.00	\$ 1,800.00	\$ 90.00	11.11%
43.	VALVE REMOVAL	EA	25	\$ 750.00	\$ 18,750.00	0.00	\$ -	6.00	\$ 4,500.00	6.00	\$ 4,500.00	\$ 225.00	24.00%
44.	SANITARY MANHOLE, SW-301, 48"	EA	8	\$ 4,100.00	\$ 32,800.00	3.00	\$ 12,300.00	0.00	\$ -	3.00	\$ 12,300.00	\$ 615.00	37.50%
45.	STORM MANHOLE, SW-401, 48"	EA	10	\$ 3,900.00	\$ 39,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
46.	STORM MANHOLE, SW-401, 60"	EA	3	\$ 5,200.00	\$ 15,600.00	1.00	\$ 5,200.00	0.00	\$ -	1.00	\$ 5,200.00	\$ 260.00	33.33%
47.	STORM MANHOLE, SW-401, 72"	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
48.	INTAKE, SW-501	EA	11	\$ 3,400.00	\$ 37,400.00	2.00	\$ 6,800.00	0.00	\$ -	2.00	\$ 6,800.00	\$ 340.00	18.18%
49.	INTAKE, SW-511	EA	10	\$ 5,000.00	\$ 50,000.00	6.00	\$ 39,000.00	0.00	\$ -	6.00	\$ 39,000.00	\$ 1,950.00	60.00%
50.	INTAKE, SW-511	EA	34	\$ 600.00	\$ 20,400.00	8.00	\$ 4,800.00	0.00	\$ -	8.00	\$ 4,800.00	\$ 240.00	35.28%
51.	REMOVE MANHOLE	EA	10	\$ 6,000.00	\$ 60,000.00	5.00	\$ 3,000.00	0.00	\$ -	5.00	\$ 3,000.00	\$ 150.00	41.67%
52.	REMOVE INTAKE	EA	12	\$ 600.00	\$ 7,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
53.	PAVEMENT, PCC, 7 INCH	SY	3,066	\$ 68.00	\$ 210,348.00	1,900.00	\$ 129,200.00	205.00	\$ 13,940.00	2,105.00	\$ 143,140.00	\$ 7,157.00	12.07%
54.	PAVEMENT, PCC, 8 INCH	SY	17,434	\$ 68.00	\$ 1,185,512.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
55.	PAVEMENT, PCC, 9 INCH	SY	3,117	\$ 73.00	\$ 227,541.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
56.	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
57.	REMOVAL OF SIDEWALK	SY	6,591	\$ 10.00	\$ 65,910.00	1,450.00	\$ 14,500.00	180.00	\$ 1,800.00	1,630.00	\$ 16,300.00	\$ 815.00	24.73%
58.	REMOVAL OF DRIVEWAY	SY	1,178	\$ 10.00	\$ 11,780.00	55.00	\$ 550.00	107.00	\$ 1,070.00	162.00	\$ 1,620.00	\$ 81.00	13.75%
59.	SIDEWALK, PCC, 4 INCH	SY	197	\$ 50.00	\$ 9,850.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
60.	SIDEWALK, PCC REINFORCED, 5 INCH	SY	4,773	\$ 60.00	\$ 286,380.00	0.00	\$ -	580.00	\$ 34,800.00	580.00	\$ 34,800.00	\$ 1,740.00	12.15%
61.	SIDEWALK, PCC REINFORCED, 6 INCH	SY	774	\$ 65.00	\$ 50,310.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
62.	PAVER SIDEWALK WITH PAVEMENT BASE	SY	2,495	\$ 120.00	\$ 299,400.00	0.00	\$ -	163.00	\$ 19,560.00	163.00	\$ 19,560.00	\$ 978.00	6.53%
63.	DETECTABLE WARNING	SF	628	\$ 50.00	\$ 31,400.00	0.00	\$ -	40.00	\$ 2,000.00	40.00	\$ 2,000.00	\$ 100.00	6.37%
64.	DRIVEWAY, PAVED, PCC, 8 INCH	SY	1,007	\$ 60.00	\$ 60,420.00	0.00	\$ -	107.00	\$ 6,420.00	107.00	\$ 6,420.00	\$ 321.00	10.63%
65.	GRANULAR SURFACING	SY	3,500	\$ 10.00	\$ 35,000.00	0.00	\$ -	147.00	\$ 1,470.00	147.00	\$ 1,470.00	\$ 73.50	4.20%
66.	FULL DEPTH PATCHING, PCC/HMA	SY	924	\$ 140.00	\$ 129,360.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
67.	PAVEMENT REMOVAL	SY	24,873	\$ 8.00	\$ 198,984.00	6,700.00	\$ 53,600.00	0.00	\$ -	6,700.00	\$ 53,600.00	\$ 2,680.00	20.84%
68.	PAINTED PAVEMENT MARKINGS, DURABLE	STA	190	\$ 160.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
69.	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	29	\$ 420.00	\$ 12,180.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
70.	GROOVES CUT FOR PAVEMENT MARKINGS	STA	102	\$ 160.00	\$ 16,320.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
71.	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	29	\$ 210.00	\$ 6,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
72.	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	0.25	\$ 12,500.00	0.10	\$ 5,000.00	0.35	\$ 17,500.00	\$ 875.00	35.00%
73.	SOD	SQ	75	\$ 100.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
74.	SWPPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	0.25	\$ 1,250.00	0.00	\$ -	0.25	\$ 1,250.00	\$ 62.50	25.00%
75.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 2.00	\$ 400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
76.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	200	\$ 1.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
77.	INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$ 200.00	\$ 5,600.00	4.00	\$ 800.00	0.00	\$ -	4.00	\$ 800.00	\$ 40.00	14.29%
78.	INLET PROTECTION DEVICE, MAINTENANCE	EA	28	\$ 30.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
79.	CONCRETE STEPS, TYPE A	SF	195	\$ 120.00	\$ 23,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
80.	MOBILIZATION	LS	1	\$ 360,000.00	\$ 360,000.00	0.35	\$ 126,000.00	0.05	\$ 18,000.00	0.40	\$ 144,000.00	\$ 7,200.00	40.00%
81.	TEMPORARY GRANULAR SIDEWALK	SY	500	\$ 20.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 220.00	11.00	\$ 220.00	\$ 11.00	2.20%
82.	TEMPORARY LONGITUDINAL CHANNELIZING DEVICE	LF	6,204	\$ 5.50	\$ 34,122.00	1,793.00	\$ 9,861.50	0.00	\$ -	1,793.00	\$ 9,861.50	\$ 493.08	28.90%
83.	CONCRETE WASHOUT	LS	1	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
84.	REMOVAL OF LIGHT POLE	EA	75	\$ 135.00	\$ 10,125.00	16.00	\$ 2,160.00	0.00	\$ -	16.00	\$ 2,160.00	\$ 108.00	21.33%
85.	REMOVE LIGHT POLE AND RETROFIT	EA	4	\$ 1,500.00	\$ 6,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
86.	REMOVAL OF CONCRETE FOUNDATION OF LIGHT POLE	EA	79	\$ 300.00	\$ 23,700.00	16.00	\$ 4,800.00	0.00	\$ -	16.00	\$ 4,800.00	\$ 240.00	20.25%
87.	NEW LIGHT POLE AND FOUNDATION	EA	78	\$ 7,800.00	\$ 608,400.00	4.00	\$ 31,200.00	0.00	\$ -	4.00	\$ 31,200.00	\$ 1,560.00	5.13%
88.	INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	4	\$ 2,100.00	\$ 8,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
89.	PAD-MOUNT LIGHTING CONTROL STATION	EA	2	\$ 10,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
90.	WALL-MOUNT LIGHTING CONTROL STATION	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
91.	METER SOCKET	EA	1	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
92.	POWER OUTLET PEDESTAL	EA	12	\$ 2,000.00	\$ 24,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
93.	HANDHOLE - TYPE II	EA	13	\$ 910.00	\$ 11,830.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
94.	HANDHOLE - TYPE IV - MODIFIED	EA	3	\$ 1,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
95.	CONDUIT - 1.5" PVC, TRENCHED	LF	7,503	\$ 7.00	\$ 52,521.00	100.00	\$ 700.00	0.00	\$ -	100.00	\$ 700.00	\$ 35.00	1.33%
96.	CONDUIT - 2" PVC, TRENCHED	LF	511	\$ 7.00	\$ 3,577.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
97.	CONDUIT - 2.5" PVC, TRENCHED	LF	1,046	\$ 8.00	\$ 8,368.00	40.00	\$ 320.00	0.00	\$ -	40.00	\$ 320.00	\$ 16.00	3.62%
98.	CONDUIT - 3" PVC, TRENCHED	LF	450	\$ 8.00	\$ 3,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
99.	CONDUIT - 1.5" PVC, BORED	LF	140	\$ 15.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
100.	CONDUIT - 2" PVC, BORED	LF	250	\$ 15.00	\$ 3,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
101.	CONDUIT - 2.5" PVC, BORED	LF	180	\$ 25.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
102.	CONDUIT - 2" GR	LF	13	\$ 22.00	\$ 286.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%

103.	CONDUIT - 2.5" GRS	LF	12	\$	25.00	\$	300.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
104.	WIRE - 1/C #8 AWG, INSULATED	LF	21,530	\$	1.00	\$	21,530.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
105.	WIRE - 1/C #6 AWG, INSULATED	LF	5,812	\$	1.00	\$	5,812.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
106.	WIRE - 1/C #20 AWG, INSULATED	LF	1,335	\$	4.00	\$	5,340.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
107.	WIRE - 1/C #30 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
108.	WIRE - 1/C 250 kcmil, INSULATED	LF	7,039	\$	7.00	\$	49,273.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
109.	WIRE - 1/C 350 kcmil, INSULATED	LF	326	\$	9.00	\$	2,934.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
110.	WIRE - 1/C #8 AWG, BARE	LF	6,854	\$	1.00	\$	6,854.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
111.	WIRE - 1/C #6 AWG, BARE	LF	2,208	\$	1.00	\$	2,208.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
112.	WIRE - 1/C #4 AWG, BARE	LF	1,716	\$	2.00	\$	3,432.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
113.	WIRE - 1/C #2 AWG, BARE	LF	40	\$	3.00	\$	120.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
114.	TEMPORARY CABLE - #4 #4 ALUM TRIPLEX	LF	300	\$	6.00	\$	1,800.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
115.	TEMPORARY CABLE - #10, #2 ALUM TRIPLEX	LF	2,095	\$	7.00	\$	14,665.00	330.00	\$	2,310.00	0.00	\$	2,310.00	\$	115.50	15.75%
116.	TEMPORARY LIGHT STRING ASSEMBLY	EA	4	\$	350.00	\$	1,400.00	4.00	\$	1,400.00	0.00	\$	1,400.00	\$	70.00	100.00%
117.	INSTALL/REMOVE TEMPORARY SIDEWALK LIGHT STRING ASSEMBLY	EA	20	\$	200.00	\$	4,000.00	6.00	\$	1,200.00	0.00	\$	1,200.00	\$	60.00	30.00%
118.	ADDITIONAL LONGITUDINAL CHANNELING DEVICE	LS	1	\$	5,900.00	\$	5,900.00	1.00	\$	5,900.00	0.00	\$	5,900.00	\$	295.00	100.00%
	TOTAL					\$	\$7,856,750.00		\$	\$1,390,686.70		\$	\$459,375.00	\$	\$1,850,061.70	\$92,503.09

**RESOLUTION NO. 003 (2020/2021)**

**A RESOLUTION APPROVING NEVADA HISTORICAL  
SOCIETY AGREEMENT**

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with the Nevada Historical Society;

WHEREAS, the Nevada Historical Society serves an important public purpose and offers historical programs and access to the collection of historical buildings;

WHEREAS, the City of Nevada has provided and would like to continue to support the initiatives of the Historical Society;

WHEREAS, the City of Nevada desires to enter into the attached Historical Society Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Historical Society Agreement for the continued fiscal support to the historic preservation initiatives of the Nevada Historical Society. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 13<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Brett Barker, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 003 (2020/2021) be adopted.

AYES:            —  
NAYS:           —  
ABSENT:         —

The Mayor declared Resolution No. 003 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 003 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Kerin Wright  
City Clerk  
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## HISTORICAL SOCIETY AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and the Nevada Community Historical Society (the "Historical Society") as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (Commencement Date").

WHEREAS, the Historical Society serves an important role in protecting and preserving significant historical and cultural resources of the City of Nevada; and

WHEREAS, it serves an important public purpose for the Historical Society to continue offering historical programs and access to the collection of exceptional historical buildings to educate the public regarding the City's history; and

WHEREAS, the City has provided, and intends to continue providing, fiscal support to the historic preservation initiatives of the Historical Society; and

WHEREAS, this Agreement has been prepared to facilitate the City's financial support for the Historical Society and to further set forth the rights and responsibilities of the parties;

NOW THEREFORE, the parties hereto agree as follows:

### **A. Historical Society's Covenants**

1. The Historical Society agrees to use its best efforts to carry out initiatives, activities and projects to protect and preserve the historical and cultural resources of the City of Nevada, and to promote the educational, cultural, economic and general welfare of the public through recognition, enhancement and perpetuation of sites and districts of historical and cultural significance.

2. The Historical Society agrees to use its best efforts to protect and enhance the City's attractions to tourists and visitors and foster pride in the legacy and achievements of the past.

3. The Historical Society agrees to provide one board seat on its Board of Directors to the City, to be held by the City Administrator, or their designee.

4. From time to time, upon request by the City Council, a representative of the Historical Society will attend a City Council meeting and provide a report detailing the activities and initiatives undertaken, including an accounting of expenditures of funds on Historical Society activities and initiatives therein. The Historical Society hereby acknowledges that failure to comply with the reporting requirements set forth herein will give the City the right to withhold payments.

5. The Historical Society agrees to maintain an accurate record of all memberships purchased and the level of annual membership for each participant. By no later than June 1 of each year, commencing June 1, 2020, the Historical Society shall submit an investment report (the "Annual Investment Report") to the City detailing the identities of the then-current members, the level of membership, and the aggregate amount (the "Annual Total Contributions") of all



contributions received by the Historical Society in the preceding twelve months. The Historical Society hereby acknowledges that failure to demonstrate full, ongoing compliance with the required reporting in the Annual Investment Report will give the City the right to withhold the Matching Payments, as hereinafter defined.

**B. City's Obligations**

1. The City agrees to make annual payments to the Historical Society as contributions to its annual operations. Each year, the City assuming full compliance with the required Annual Investment Report provisions set forth in Section A.5 above, each year shall make a payment (the "Matching Payment"), to be funded from local option sales and services tax receipts of the City, matching the Annual Total Contributions reported by the Historical Society in the most recent Annual Investment Report, provided however no single Matching Payment shall exceed \$5,000 and that all payments under the agreement shall be subject to annual appropriation by the City Council.

The Matching Payments will be made on July 1 of each fiscal year, beginning on July 1, 2020 and continuing to and including July 1, 2024.

Prior to the adoption of a budget for any particular fiscal year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Matching Payment due in the following fiscal year, an amount of local option sales and services tax revenues to be collected in the following fiscal year equal to or less than \$5,000. The City shall then include the amount so-appropriated in the budget for the next succeeding fiscal year.

**C. Administrative Provisions**

1. This Agreement may not be amended or assigned by either party without the express permission of the other party

2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. The term (the "Term") of this Agreement shall commence on the Commencement Date and shall end on July 1, 2024.

4. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Historical Society have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

NEVADA COMMUNITY HISTORICAL  
SOCIETY

By: Joseph Helland  
President

## RESOLUTION NO. 004 (2020/2021)

**Resolution authorizing and approving a Loan Agreement and providing for the issuance and securing the payment of \$2,765,000 Water Revenue Refunding Bonds, Series 2020B**

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

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

WHEREAS, pursuant to a prior resolution (the "2012C Bond Resolution") of the City Council, the City, acting by and through the City Council, has heretofore issued its Water Revenue Refunding Bonds, Series 2012C, dated October 25, 2012 (the "2012C Bonds") in the aggregate principal amount of \$7,090,000, a portion of which remain outstanding, maturing on June 1 in each of the years, and in such amounts, and bearing interest at such rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2021	\$495,000	2.00%
2022	\$505,000	2.15%
2023	\$515,000	2.25%
2024	\$525,000	2.40%
2025	\$535,000	2.55%
2026	\$550,000	2.65%
2027	\$220,000	2.70%

; and

WHEREAS, pursuant to the 2012C Bond Resolution, the City reserved the right to call the 2012C Bonds maturing in the years 2019 to 2027 (the "Callable 2012C Bonds"), inclusive, for optional early redemption on June 1, 2018, or on any date thereafter on terms of par and accrued interest; and

WHEREAS, the City heretofore proposed to enter into a Water Revenue Refunding Loan Agreement (the "Loan Agreement") in a principal amount not to exceed \$3,400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of current refunding the Callable 2012C Bonds, and has published notice of the proposed action and has held a hearing thereon on June 8, 2020; and

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

WHEREAS, a certain Bond Purchase Agreement has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter, and the City has authorized, executed and delivered this Agreement; and

WHEREAS, the City has authorized the calling of the Callable 2012C Bonds for early redemption on July 29, 2020 (the "Redemption Date"); and

WHEREAS, it is now necessary to make final provision for approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Underwriter in substantially the form attached hereto, providing for a loan to the City in the amount of \$2,765,000 for the purposes as set forth in the preamble hereof.

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

Section 2. The Bonds, in the aggregate principal amount of \$2,765,000, are hereby authorized to be issued in evidence of the obligation of the City under the Loan Agreement. The Bonds shall be dated July 29, 2020, shall be issued in the denomination of \$5,000 each, or any integral multiple thereof, and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2021	\$430,000	2.00%	2025	\$435,000	2.00%
2022	\$415,000	2.00%	2026	\$445,000	2.00%
2023	\$425,000	2.00%	2027	\$185,000	2.00%
2024	\$430,000	2.00%			

Section 3. BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent" in such capacities. The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The Bonds are not subject to redemption prior to maturity.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2020. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be

made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

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

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

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

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners, or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

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

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a

book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interest in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interest in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not



receive certificates representing their ownership interests in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

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

**WATER REVENUE REFUNDING BOND, SERIES 2020B**

No. _____			\$ _____
RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, _____	July 29, 2020	_____

The City of Nevada (the "City"), in Story County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.  
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of BOKF, N.A., Lincoln, Nebraska (hereinafter referred to as the "Registrar" or the "Paying Agent") with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2020, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of Water Revenue Refunding Bonds, Series 2020B (the "Bonds") issued by the City to evidence its obligation under a certain Loan Agreement, dated as of July 29, 2020 (the "Loan Agreement") entered into by the City for the purpose of paying the cost, to that extent, of current refunding the City's outstanding Water Revenue Refunding Bonds, Series 2012C, dated October 25, 2012.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapter 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are not subject to redemption prior to maturity.

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

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

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

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

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of the City Clerk, all as of July 29, 2020.

CITY OF NEVADA, IOWA

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

BOKF, N.A.  
Lincoln, Nebraska  
Registrar

\_\_\_\_\_  
Authorized Officer

STATEMENT OF INSURANCE

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to BOKF, N.A., Lincoln, Nebraska or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

STATE OF IOWA  
COUNTY OF STORY  
CITY OF NEVADA

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of July 29, 2020.

(Facsimile Signature)  
\_\_\_\_\_  
City Treasurer, Nevada, Iowa

### ABBREVIATIONS

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

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

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

### ASSIGNMENT

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

\_\_\_\_\_  
(Please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program.

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

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds, including original issue premium in the amount of \$101,838.30 (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$27,650) will be retained by the Underwriter as the Underwriter's Discount.

A portion of the Loan Proceeds (\$10,672.53) received from the sale of the Bonds shall be used to pay the bond insurance premium to Build America Mutual Assurance Company.

A portion of the Loan Proceeds received from the sale of the Bonds (\$2,786,285) shall be deposited into a separate and segregated fund and used to carry out the Refunding within 90 days of July 29, 2020.

A portion of the Loan Proceeds (\$10,033.93) will be used for the payment of premium for the purchasing of a debt service reserve fund insurance policy as referenced in Section 8 and Section 18 herein.

A portion of the Loan Proceeds (\$4,446.84) will be used for any lawful purpose of the City related to the Utility or its surplus.

A portion of the Loan Proceeds (\$27,750) (the "Cost of Issuance Proceeds") shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Sinking Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. So long as any of the Bonds, or any additional obligations as may from time to time be issued payable from the same source as and ranking on a parity with the Bonds (hereinafter "Parity Obligations") are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance, and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110 percent (110%) of the amount of annual payments of principal of and interest on all of the Bonds and any Parity Obligations outstanding



from time to time, as the same become due, and to maintain a reasonable reserve for the payment of such principal and interest, as hereinafter provided.

Section 8. From and after the issuance of the Bonds, and as long as the Bonds or any Parity Obligations are outstanding, the Gross Revenues of the Utility shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the "Water Revenue Fund." The Water Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established and in the following priority:

A. Operation and Maintenance Fund. There is hereby created and there shall be maintained, an account known as the Operation and Maintenance Fund. From and after the issuance of the Bonds and throughout the time any of the Bonds or Parity Obligations are outstanding there shall continue to be deposited into the Operation and Maintenance Fund each month an amount sufficient to meet the current Operating Expenses of the month plus an amount equal to 1/12<sup>th</sup> of Operating Expenses payable on an annual basis such as insurance. After the monthly deposit, further deposits may be made to the Operation and Maintenance Fund from the Revenue Fund to the extent necessary to pay current Operating Expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

B. Sinking Fund. There is hereby created, and there shall be maintained, an account to be known as the "Sanitary Water Revenue Sinking Fund" (herein referred to as the "Sinking Fund"), into which there shall be set aside from the future Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest upon and principal of the Bonds as the same become due, and it is hereby determined that the minimum amount to be so set aside into the Sinking Fund from the Net Revenues during each month of each year shall be not less than as follows:

Commencing on August 1, 2020 and continuing to and including November 1, 2020, an amount equal to 1/4<sup>th</sup> of the installment of interest coming due on December 1, 2020, and thereafter, commencing on December 1, 2020 and continuing to final maturity, an amount equal to 1/6<sup>th</sup> of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on August 1, 2020 and continuing to and including May 1, 2021, an amount equal to 1/10<sup>th</sup> of the installment of principal coming due on June 1, 2021, and thereafter, commencing on June 1, 2021 and continuing to final maturity, an amount equal to 1/12<sup>th</sup> of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund;

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

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from

the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

C. Reserve Fund. There is hereby created, and shall be maintained, a special fund to be known and designated as the "Reserve Fund," and the minimum amount required to remain on deposit in the Reserve Fund shall be and remain at \$286,665.34 (the "Required Reserve Fund Balance"). The Required Reserve Fund Balance allocable to the Bonds is equal, as of the date of calculation, to the least of (i) ten percent of the principal amount of the Bonds, (ii) the maximum amount of principal and interest payable on the Bonds in the current or any future fiscal year, or (iii) 125% of the average debt service on the Bonds. Unless otherwise satisfied in adherence to the terms of the next succeeding paragraph, whenever the sum on deposit in the Reserve Fund has been reduced to less than the Required Reserve Fund Balance by the expenditure of all or a portion of such funds in order to prevent or remedy a deficiency in the Sinking Fund, there shall be deposited into the Reserve Fund in each month an amount equal to twenty-five percent (25%) of the amount required by this Resolution to be deposited into the Sinking Fund in such month. Such payments shall continue until such time as the sum on deposit in the Reserve Fund shall be at least equal to the Required Reserve Fund Balance.

In lieu of maintaining and depositing moneys in the Reserve Fund, the Issuer may hold in deposit in the Reserve Fund a letter of credit issued by a domestic or foreign bank or a debt service reserve fund insurance policy issued by a bond insurance company, in an amount equal to the Required Reserve Fund Balance, such bank or bond insurance company, as the case may be, having a credit rating at the time of such delivery in one of the two highest rating categories by Moody's or S&P.

All money credited to the Reserve Fund shall be used and is hereby pledged for the payment of the principal of and interest on the Bonds, and Parity Obligations which are secured by the Reserve Fund whenever for any reason the funds on deposit in the Sinking Fund are insufficient to pay such principal and interest when due. If and to whatever extent Parity Obligations shall be issued under the conditions set forth in this resolution, provision shall be made to create and maintain a reasonable reserve therefor, if so required by the purchaser of such Parity Obligations at the time of their issuance.

D. Subordinate Obligations. Money in the Water Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations (the "Subordinate Obligations") which by their terms shall be payable from revenues of the Utility, but subordinate to the Bonds and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the Utility. From time to time there may be established and maintained additional, subordinate sinking funds (the "Subordinate Debt Funds"), into which shall be deposited, after first making all required deposits into the Operation and Maintenance Fund, the Sinking Fund and the Reserve Fund, sufficient sums to pay principal and interest requirements on the Subordinate Obligations.

E. Surplus Fund. There is hereby created, and shall be maintained, a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Operation and Maintenance Fund, the Sinking Fund, the Reserve Fund and the Subordinate Debt Funds, if any,



and after the Reserve Fund contains the Required Reserve Fund Balance. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds and any Parity Obligations or shall be transferred and credited to the Reserve Fund whenever any deficiency may exist in the Reserve Fund.

As long as the Sinking Fund and the Reserve Fund have the full amounts required to be deposited therein by this resolution, and the Subordinate Debt Funds have the full amount required under the terms of the Subordinate Obligations, any balance in the Surplus Fund may be made available to the City as the City Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 9. All of such payments required to be made into any fund created or to be maintained under the terms of this resolution shall be made in equal monthly installments as hereinbefore provided on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day, and all money held in any fund created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be deposited in or transferred to the Sinking Fund and used solely and only for the purposes specified herein for such fund.

Section 10. The City hereby covenants and agrees with the owner or owners of the Bonds and any Parity Obligations, or any of them, that may be outstanding from time to time, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds and any Parity Obligations have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment thereof in full, both principal and interest; provided, however, that the City may dispose of any property which in the judgment of the City Council, or the duly constituted body as may then be charged with the operation of the Utility, is no longer useful in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 11. Upon a breach or default of a term of the Bonds or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 12. The Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility, regardless of the time or times of the issuance thereof, it being the intention that there shall be no priority among the Bonds or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby covenants and agrees that so long as any of the Bonds or any Parity Obligations are outstanding and unpaid, no other bonds or obligations payable from the Net Revenues of the Utility will be issued except upon the basis of such bonds or obligations being subject to the priority and security for payment of the Bonds or any Parity Obligations then outstanding; provided, however, that the City reserves the right and privilege of issuing additional obligations from time to time payable from the Net Revenues of the Utility and ranking on a parity with the Bonds and any Parity Obligations (herein referred to as "Parity Obligations") in order to pay the cost of improvements and extensions to the Utility or for refunding any bonds or obligations payable from the Net Revenues of the Utility, but only if the officially reported Net Revenues of the Utility for the last preceding fiscal year prior to the issuance of such Parity Obligations (with adjustments as hereinafter provided) were equal to at least 120% of the maximum amount of principal and interest that will become due in any subsequent year during the life of the Bonds and any Parity Obligations then outstanding and the Parity Obligations then proposed to be issued. For purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited or unaudited financial statements are available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of Parity Obligations.

The amount of Gross Revenues of the Utility may be adjusted for the purpose of the foregoing computations by an independent auditor, an independent consulting engineer or a financial consultant, not a regular employee of the City, so as to reflect any revision in the schedule of rates and charges being imposed at the time of the issuance of any such Parity Obligations.

Obligations issued to refund the Bonds or any Parity Obligations shall not be subject to the foregoing restrictions, provided the Bonds or Parity Obligations being refunded mature, or shall be redeemed, within three (3) months of the date of such refunding and no other funds are available to pay such maturing Bonds or Parity Obligations, or the issuance of the refunding obligations will not cause an increase in the annual debt service requirements during the life of any of the Bonds or any Parity Obligations then outstanding which are not being refunded, but otherwise any Parity Obligations shall only be issued subject to the restrictions of this resolution.

The City reserves the right to issue additional obligations secured by and payable from the Net Revenues of the Utility, provided that such additional obligations shall be in all ways subject and subordinate to the rights vested in the Bonds and any Parity Obligations as may from time to time be and remain outstanding.

Section 13. The City agrees that so long as the Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners

of the Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data relating thereto.

Section 14. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds until all of the Bonds and the interest thereon shall have been paid in full, except as hereinafter provided.

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

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

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent by regular or electronic mail to each of the owners of the Bonds and any Parity Obligations at the addresses appearing on the registration books of the City. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

If the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution shall have



consented to and approved the adoption thereof as herein provided, no owner of any Bond or Parity Obligation shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

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

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

Section 15. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 16. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the



Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 17. Provisions Related to Bond Insurance. The following provisions shall govern, notwithstanding anything to the contrary set forth in this resolution.

1) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No.\_\_\_\_\_, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: [notices@buildamerica.com](mailto:notices@buildamerica.com). In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at [claims@buildamerica.com](mailto:claims@buildamerica.com) or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

2) Defeasance. The investments in the defeasance escrow relating to Insured Obligations shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the Issuer shall deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

b) The Issuer will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a

Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

c) The Issuer shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.

3) Trustee and Paying Agent.

a) BAM shall receive prior written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (C) otherwise approved by BAM in writing.

b) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, meeting the requirements above or acceptable to BAM, shall be qualified and appointed.

4) Amendments, Supplements and Consents. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The Issuer shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.

a) *Consent of BAM.* Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:

i. To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or

ii. To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or

iii. To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or

iv. To add to the covenants and agreements of the Issuer in the Security Documents other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power therein reserved to or conferred upon the Issuer.

v. To issue additional parity debt in accordance with the requirements set forth in the Security Documents (unless otherwise specified herein).

b) *Consent of BAM in Addition to Bondholder Consent.* Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Insured Obligations or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.

c) *Insolvency.* Any reorganization or liquidation plan with respect to the Issuer must be acceptable to BAM. The Trustee and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedes or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

d) *Control by BAM Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM's written consent.

e) *BAM as Owner.* Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.

f) *Consent of BAM for acceleration.* BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.

g) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.

h) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1)

shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5) Loan/Lease/Financing Agreement.

a) The security for the Insured Obligations shall include a pledge and assignment of any agreement with any underlying obligor that is a source of payment for the Insured Obligations (a "Financing Agreement") and a default under any Financing Agreement shall constitute an Event of Default under the Security Documents. In accordance with the foregoing, any such Financing Agreement is hereby pledged and assigned to the Trustee for the benefit of the holders of the Insured Obligations.

b) Any payments by the Obligor under the Financing Agreement that will be applied to the payment of debt service on the Insured Obligations shall be made directly to the Trustee at least fifteen (15) days prior to each debt service payment date for the Insured Obligations.

6) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.

7) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.



In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

a) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and

b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or



otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Issuer, and the Paying Agent and Trustee agree for the benefit of BAM that:

a) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and

b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.

8) Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the Issuer agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Issuer, payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the Issuer hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

9) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Insured Obligations.

10) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.

11) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.

12) So long as the Insured Obligations are outstanding or any amounts are due and payable to BAM, the Issuer shall not sell, lease, transfer, encumber or otherwise dispose of the Issuer's Municipal Waterworks Utility System or any material portion thereof, except upon obtaining the prior written consent of BAM.

13) No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.

14) If an event of default occurs under any agreement pursuant to which any Obligation of the Issuer has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under this resolution and the related Security Documents for which BAM or the Trustee, at the direction of BAM, shall be entitled to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

15) Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Insured Obligations" shall mean the City of Nevada, Iowa Water Revenue Refunding Bonds, Series 2020B.

"Issuer" shall mean the City of Nevada, Iowa.

"Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Insured Obligations and

(b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

“Security Documents” shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

Section 18. Provisions related to Municipal Bond Debt Service Reserve Insurance Policy. The following provisions shall govern, notwithstanding anything to the contrary set forth herein.

- (a) The Issuer shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the “Reserve Policy”) and pay all related reasonable expenses incurred by BAM (the “Bond Insurer”). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Bond Insurer at the Late Payment Rate. “Late Payment Rate” means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Bond Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund established for the Bonds shall be transferred to the Debt Service Fund for payment of the debt service on the Bonds before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Instrument in lieu of cash.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

- (b) Draws under the Reserve Policy may only be used to make payments on Bonds insured by the Bond Insurer.
- (c) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Resolution other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect owners of the Bonds.
- (d) This Resolution shall not be discharged until all Policy Costs owing to the Bond Insurer shall have been paid in full. The Issuer's obligation to pay such amount shall expressly survive payment in full of the Bonds.
- (e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Bond Insurer at least three business days prior to each date upon which interest or principal is due on the Bonds.
- (f) The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.
- (g) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Security Documents.

Section 19. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 20. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 21. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 13, 2020.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

---

Brett Barker, Mayor

Attest:

---

Kerin Wright, City Clerk



MINUTES TO PROVIDE FOR THE  
ISSUANCE OF BONDS

(Issuance-Revenue)

420131-95

Nevada, Iowa

July 13, 2020

The City Council of the City of Nevada, Iowa, met on July 13, 2020, at 6:00 o'clock p.m., at the Nevada City Council Chambers, Nevada, Iowa.

**[If the City Council is meeting electronically, please complete the following two paragraphs. Otherwise, strike through]**

The City Council met electronically via \_\_\_\_\_, which was accessible at the following:

**[Insert electronic access information]**

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

The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

STATE OF IOWA  
COUNTY OF STORY  
CITY OF NEVADA

SS:

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Loan Agreement and the issuance of \$2,765,000 Water Revenue Refunding Bonds, Series 2020B of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement or to issue the Bonds.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kerin Wright, City Clerk

STATE OF IOWA  
COUNTY OF STORY  
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that the City did heretofore establish a Municipal Waterworks Utility System (hereinafter referred to as the "Utility") prior to January 1, 1961, that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the Bonds currently being issued by the City.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kerin Wright, City Clerk

July 8, 2020

**Via Email**

Kerin Wright  
City Clerk/City Hall  
Nevada, Iowa

Re: \$2,765,000 Water Revenue Refunding Bonds, Series 2020B  
Our File No. 420131-95

Dear Kerin:

We have prepared and attach proceedings to be used at the July 13<sup>th</sup> City Council meeting to adopt the resolution approving the Loan Agreement, providing for the issuance of the Water Revenue Refunding Bonds, Series 2020B.

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the resolution approving the Loan Agreement and providing for the issuance of the Bonds.

The form of Bond, Authentication Certificate and Assignment set out under the resolution should not be completed or executed.

2. Attestation Certificate attesting to validity of the transcript.

On July 13<sup>th</sup>, the City Council should meet as scheduled to adopt the attached resolution. All Council Members present should vote on the passage of the resolution, and the vote of each member should be called and recorded by name.

Also attached is a Loan Agreement for the City Clerk and the Mayor to sign. Please print three copies of the Loan Agreement for execution. After they have been signed, please return all of the executed copies to us so that we can have them signed on behalf of D.A. Davidson & Co., after which we will furnish you with a signed original for the City's records.

In addition, we are also attaching a Registrar and Paying Agent Agreement for execution by the City Clerk and the Mayor. Please print three copies for execution. After they have been signed, please return all of the executed copies to us so that we can have them signed on behalf of BOKF, N.A., after which we will furnish you with a signed original for the City's records.

We have also attached a Continuing Disclosure Certificate for execution by the City Clerk and the Mayor. Please print two copies for execution. Please return one fully executed original of the Certificate to us for our file, and retain one original for the City's records.

Page 2

As these proceedings are completed, please return one fully executed copy to [lemke.susan@dorsey.com](mailto:lemke.susan@dorsey.com) for our records.

If you should have any questions, please call me.

Best regards,

John P. Danos

cc via email: Michael Maloney  
James Smith  
BOKF, N.A.  
BAM Insurance



## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Nevada, Iowa (the “Issuer”), in connection with the issuance of \$2,765,000 Water Revenue Refunding Bonds, Series 2020B (the “Bonds”), dated July 29, 2020. The Bonds are being issued pursuant to a resolution of the Issuer approved on July 13, 2020 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2019-2020 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **audited financial statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited

financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

**RATES AND CHARGES**  
**FUNDS ON HAND (as of each June 30)**  
**LARGER CUSTOMERS**  
**NUMBER OF CUSTOMERS**  
**HISTORY OF GALLONS SOLD**  
**MUNICIPAL WATERWORKS SYSTEM OPERATING**  
**STATEMENT AND DEBT SERVICE COVERAGE**  
**WATER REVENUE DEBT (including Outstanding Water Revenue**  
**Debt Service Requirements)**  
**THE ISSUER - POPULATION (City only)**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event,

promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be D.A. Davidson & Co.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.



In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: July 29, 2020

CITY OF NEVADA, IOWA

By \_\_\_\_\_  
Brett Barker, Mayor

Attest:

By \_\_\_\_\_  
Kerin Wright, City Clerk

## LOAN AGREEMENT

This Loan Agreement is entered into as of July 29, 2020, by and between the City of Nevada, Iowa (the "City") and D.A. Davidson & Co., Des Moines, Iowa (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$2,765,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of Water Revenue Refunding Bonds, Series 2020B, in the aggregate principal amount of \$2,765,000 (the "Bonds").
2. The City has adopted a resolution on July 13, 2020 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance and securing the payment of the Bonds, the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Bonds and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the City's Municipal Waterworks Utility System, a sufficient portion of which has been ordered set aside and pledged for such purpose under the provisions of the Resolution, and from certain funds established in the Resolution and pledged to the payment thereof.
3. The loan proceeds (the "Loan Proceeds") shall be used for the purposes set forth in the Resolution. Any remaining Loan Proceeds, including accrued interest, if any, shall be deposited in the Sinking Fund (as defined in the Resolution) and shall be held therein and used, along with other amounts on deposit in such fund, to pay interest due on the Bonds on the first interest payment date.
4. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated July 29, 2020, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.
5. Neither this Loan Agreement nor any of the Bonds shall constitute a general obligation of the City, nor be payable by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Bonds and the interest thereon or to otherwise discharge the City's obligation hereunder.
6. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

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

CITY OF NEVADA, IOWA

By \_\_\_\_\_  
Brett Barker, Mayor

Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

D.A. DAVIDSON & CO.  
Des Moines, Iowa

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

## PAYING AGENT AND REGISTRAR AGREEMENT

This Agreement is made and entered into as of July 29, 2020, by and between the City of Nevada, Iowa (the "Issuer"), and BOKF, National Association, Lincoln, Nebraska (the "Registrar").

### WITNESSETH:

WHEREAS, the Issuer has authorized the issuance of \$2,765,000 of its Water Revenue Refunding Bonds, Series 2020B, dated July 29, 2020 (the "Bonds"), by a resolution duly adopted by the City Council of the Issuer (the "Resolution"), and requires the services of a Paying Agent and Registrar for said issue; and

WHEREAS, the Registrar is willing to provide services as Paying Agent and Registrar pursuant to the terms of this Agreement and the Resolution in consideration for the compensation described in this Agreement;

NOW THEREFORE, the Issuer and the Registrar do hereby agree as follows:

1. The Registrar agrees that it shall maintain on behalf of the Issuer books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.
2. The Registrar agrees that it shall serve as Paying Agent for the Issuer in making the payments of principal and interest falling due on the Bonds. The Issuer shall, not later than five days before each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to Section 1 hereof for the appropriate amounts of interest due on each respective Bond and by paying principal upon presentation, all in accordance with the Resolution. Payment made to the Depository or its nominee as defined and described in the Resolution shall be made as described in the Resolution and as described in Section 13 below.
3. The Registrar hereby accepts and agrees to perform all duties directed by the Resolution to be performed by the "Paying Agent" and "Registrar" as defined in the Resolution (specifically including, without limitation, duties relating to bond insurance) and the terms of the Resolution are hereby incorporated by reference.
4. The Registrar shall make the initial registration of the Bonds upon written directions from the original purchaser thereof as designated in the Resolution.
5. Transfer of the Bonds shall be registered pursuant to the limitations prescribed in the Resolution, upon surrender to the Registrar of any outstanding Bond in form deemed by the Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or appropriate to evidence the genuineness and effectiveness of each necessary signature and, if



deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the Issuer in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

6. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

7. At least annually, the Registrar shall give a report to the Issuer accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Resolution.

8. At any time, the Registrar may apply to the Issuer for instructions and may consult with the Issuer's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Resolution and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

9. The Issuer agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Resolution including counsel fees, and in addition shall pay the Registrar as compensation for its services as shown on the attached schedule.

10. Any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a part, shall ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. The Issuer shall have the right to remove the Registrar in the event of a material breach of the Registrar's duties under this Agreement and the Resolution and the continued service by the Registrar shall also be subject to the provisions of the Resolution. In such event, the Issuer shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the Issuer.

12. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of monies paid to it under this Agreement and the Resolution except as may be otherwise agreed between the Registrar and the Issuer. Any deposit of such monies shall be either fully insured by insurance at the Federal Deposit



Insurance Corporation or fully secured in the manner required by law for deposit of funds of the Issuer. Any such deposit may be in an account maintained with the Registrar.

13. Under the terms of the Resolution, the Bonds are to be issued initially as “book-entry-only bonds” using the services of The Depository Trust Company (the “Depository”) and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond for each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the Bonds at the address (wire instruction) shown in the Registrar’s books of registration for Cede & Co. as registered owner in accordance with the Depository’s procedures as in effect from time to time. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the “Letter of Representations”) as authorized by the Resolution. The Letter of Representations may be in the form of separate undertakings executed by the Registrar and the Issuer in connection with services provided by the Depository.

The Registrar and the Issuer may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any participant of the Depository (“Participant”), any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant or any amount in respect of the principal of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under the Resolution; the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Depository as Bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and interest pursuant to the Resolution. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Resolution with respect to Record Dates, the term “Cede & Co.” in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the Issuer or the Registrar pursuant to the Letter of Representations that it will discontinue providing its services as securities depository with respect to the Bonds, the Issuer shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(a) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for registration of transfer in accordance with the Resolution and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(b) If the Issuer elects to terminate the book-entry system for the Bonds, it shall so notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with the Resolution, the Registrar shall register the transfer in accordance with the Resolution and all provisions of this Section 13 shall immediately cease to be in effect.

The Issuer may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this Section 13 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Letter of Representations with respect to the Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of the Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with the Resolution make such transfer or exchange in accordance with the Resolution. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of the Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that the Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Resolution regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations. In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenants or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF NEVADA, IOWA

ATTEST:

By: \_\_\_\_\_  
Brett Barker, Mayor

\_\_\_\_\_  
Kerin Wright, City Clerk

BOKF, National Association, Lincoln, Nebraska  
Paying Agent and Registrar

By \_\_\_\_\_  
Authorized Officer

## **BOK FINANCIAL**

### **Trustee, PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE**

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#### **ADMINISTRATION FEE – PAYING AGENT**

- |                                      |                            |
|--------------------------------------|----------------------------|
| • Book Entry Bonds                   | \$300 initial/\$450 annual |
| • Registered/Private Placement Bonds | \$300 initial/\$700 annual |

#### **ADMINISTRATION FEE – TRUSTEE / PAYING AGENT**

- |                                      |                              |
|--------------------------------------|------------------------------|
| • Book Entry Bonds                   | \$750 initial/\$1,250 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$1,500 annual |

\*Initial Fees paid at Closing

\*Annual Fees paid at Interest/Principal Dates

#### **ADDITIONAL SERVICES**

- |                                     |                        |
|-------------------------------------|------------------------|
| • Placement of CDs or Sinking Funds | Included in Annual Fee |
| • Optional or Partial Redemption    | Included in Annual Fee |
| • Mandatory Redemption              | Included in Annual Fee |
| • Early Termination/Full Call       | Included in Annual Fee |
| • Paying Costs of Issuance          | Included in Annual Fee |

#### **SERVICES AVAILABLE UPON REQUEST**

- |                                  |                        |
|----------------------------------|------------------------|
| • Dissemination Agent            | \$250 Annual Fee       |
| • Tax credit bond filing         | \$350 Annual Fee       |
| • Disbursement Agent             | Included in Annual Fee |
| • Disbursement Agent wires/check | Included in Annual Fee |

*Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.*



RESOLUTION NO. 005 (2020/2021)

Resolution Providing for Notice of Hearing on Proposed Amendment to the  
Revitalization Plan for the Nevada Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Code") the City of Nevada, Iowa (the "City"), has designated all real property situated within the City as the Nevada Urban Revitalization Area (the "Urban Revitalization Area") and has adopted the Nevada Urban Revitalization Area Plan (the "Plan") for such Urban Revitalization Area; and

WHEREAS, it has been proposed that the Plan be amended to update the legal description of the Urban Revitalization Area to include therein certain real property that has been annexed into the City and is more particularly described in the Plan Amendment (as hereinafter defined) attached hereto as Exhibit A; and

WHEREAS, pursuant to the provisions of the Code, before amending the Plan, the City must prepare an amended plan, hold a public hearing thereon, and otherwise comply with the procedures set forth in the Code; and

WHEREAS, an amendment to the Plan (the "Plan Amendment") is being prepared for presentation to the City Council for consideration in accordance with the provisions of the Code, said Plan Amendment to have the contents substantially as set forth in Exhibit A attached hereto and by this reference made a part hereof;

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

Section 1. It is hereby found and determined that the Plan Amendment attached hereto as Exhibit A has been prepared in accordance with the provisions of the Code.

Section 2. This City Council will meet at 6:00 o'clock p.m., on August 24, 2020, at Nevada City Council Chambers, in the City, at which time and place it will conduct a public hearing on the Plan Amendment, pursuant to the Code.

Section 3. The City Clerk is hereby authorized and directed to give notice as required by the provisions of the Code of such hearing by publication once, in a newspaper published at least once weekly and having general circulation in the City, not less than seven and not more than twenty days before the date on which the hearing will be held.

Section 4. As authorized by the Code, this City Council hereby waives the mailing of notice to the "occupants" of city addresses located within the Nevada Urban Revitalization Area, due to the lack of a reasonably current and complete address list and the finding of the Council that published notice will be sufficient to apprise such persons of the hearing.

Section 5. Such notice shall be in the form substantially, as follows:



NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF NEVADA, IOWA, RELATING TO THE ADOPTION OF AN AMENDMENT TO THE PLAN FOR THE NEVADA URBAN REVITALIZATION AREA FOR THE CITY OF NEVADA, IOWA, PURSUANT TO CHAPTER 404 OF THE CODE OF IOWA.

NOTICE IS HEREBY GIVEN: That there is now on file for public inspection in the office of the City Clerk of Nevada, Iowa, an Amendment to the Revitalization Plan for the Nevada Urban Revitalization Area within the City.

This City Council will meet at 6:00 o'clock p.m., on August 24, 2020, at the Nevada City Council Chambers, Nevada, Iowa, at which time a hearing will be held pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Code") on the proposal to adopt the Amendment to the Revitalization Plan, pursuant to the provisions of the Code. At such public hearing all residents of the City, and any other person having an interest in the matter may appear and be heard for or against the adoption of the Amendment to the Revitalization Plan, pursuant to the Code.

The Amendment to the Revitalization Plan will update the legal description of the Urban Revitalization Area to include therein the real property that has been annexed into the City more particularly described as follows:

*The NE ¼ of the SE ¼ of Section 18, Township 83 North, Range 22, West of the 5th P.M., except the road, Story County, Iowa.*

Published by order of the City Council of the City of Nevada, Iowa.

Kerin Wright  
City Clerk

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 13, 2020.

\_\_\_\_\_  
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

## EXHIBIT A

### CONTENTS OF PLAN AMENDMENT

The legal description of the property included in the Nevada Urban Revitalization Area is hereby amended to include the real property legally described as follows:

*The NE ¼ of the SE ¼ of Section 18, Township 83 North, Range 22, West of the 5th P.M., except the road, Story County, Iowa.*

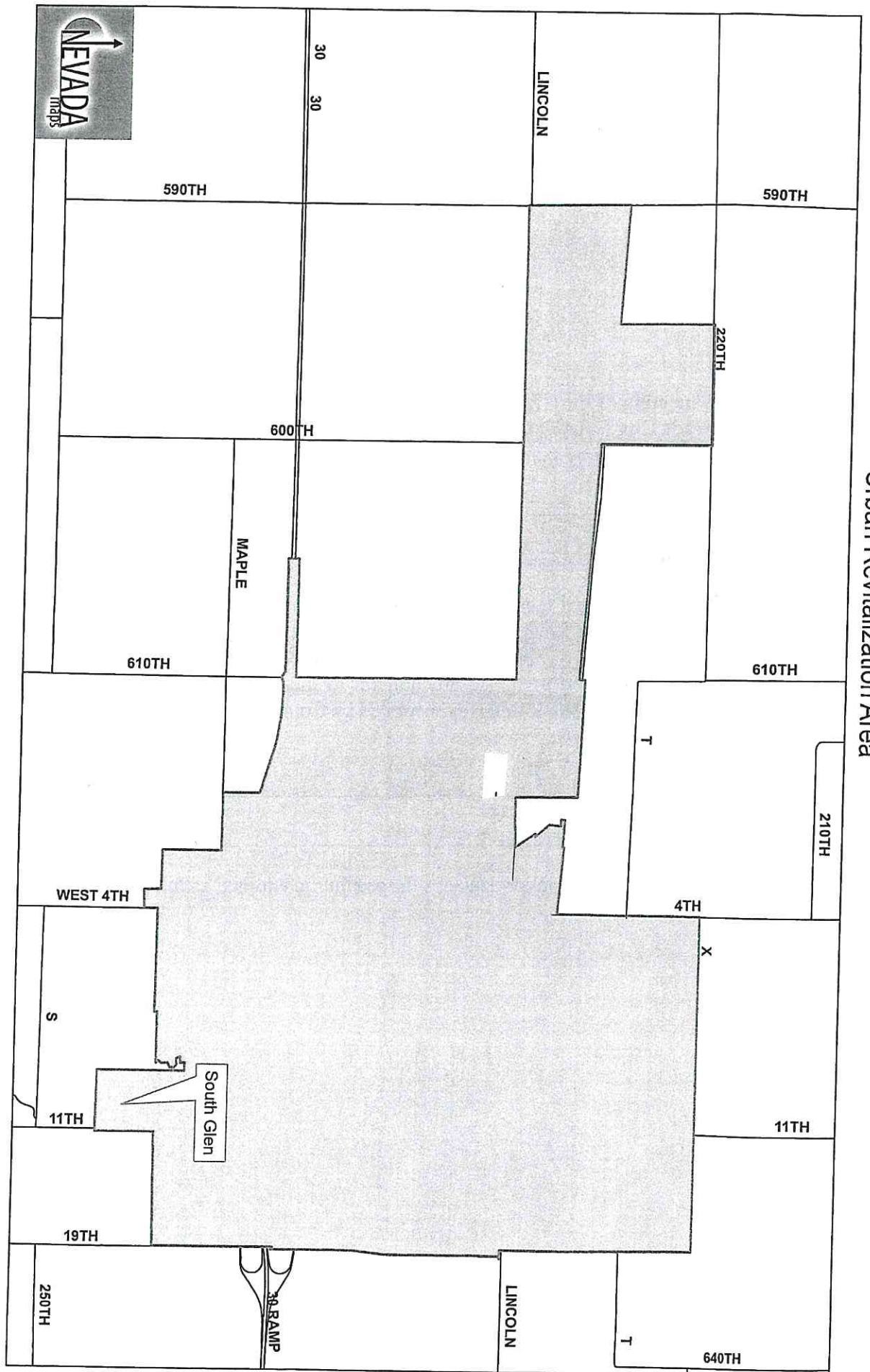
A map showing the real property to be included within the Revitalization Area is attached as Exhibit A-1.

EXHIBIT A-1

MAP OF URBAN REVITALIZATION AREA

*[Attach updated Map Here]*

Urban Revitalization Area





MINUTES OF MEETING TO SET  
HEARING DATE ON PROPOSED  
AMENDMENT TO REVITALIZATION  
PLAN

(NRA) 420131-97

Nevada, Iowa

July 13, 2020

A meeting of the City Council of the City of Nevada, Iowa was held at 6:00 o'clock p.m., at the Nevada City Council Chambers, in the City, on July 13, 2020. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council took up and considered a proposed amendment to the revitalization plan for the Nevada Urban Revitalization Area in the City of Nevada, Iowa. Whereupon, Council Member \_\_\_\_\_ moved the adoption of the resolution declaring necessity and providing for notice of hearing on proposed amendment to the revitalization plan for the Nevada Urban Revitalization Area. The motion was seconded by Council Member \_\_\_\_\_, and passed by record vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution adopted as follows:

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF STORY  
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of a meeting of the City Council, held as therein shown, insofar as such minutes pertain to the proposed amendment to the Plan for the Nevada Urban Revitalization Area, including a true, correct and complete copy of the resolution referred to in said minutes.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kerin Wright, City Clerk

**PUBLICATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF STORY  
CITY OF NEVADA

SS:

I, the undersigned, Clerk of the City of Nevada, Iowa, do hereby certify that I caused to be published a notice of public hearing, of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kerin Wright, City Clerk

**(Attach hereto publisher's original affidavit of publication of notice with a clipping of the notice as published attached.)**

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



July 7, 2020

**Via Email**

Jordan Cook  
City Administrator/City Hall  
Nevada, IA

Re: Nevada Urban Revitalization Area  
Our File No. 420131-97

Dear Jordan:

We have prepared and attach proceedings relating to the adoption of a resolution declaring necessity and setting a date for a hearing on the proposal to amend the plan for Nevada Urban Revitalization Area.

The proceedings attached include the following items:

1. Resolution declaring necessity and providing for notice of hearing. Included as part of the resolution is the notice, which must be **published once in a newspaper (which is published at least once weekly and of general circulation in the City) not less than seven and not more than twenty days before the August 24, 2020 hearing date.** The last date on which this notice can be effectively published is August 17, 2020.

**A copy of the notice must also be mailed not later than the thirtieth day prior to August 24<sup>th</sup>, the date slated for the public hearing, to all owners of record of property proposed for inclusion within the revitalization area.**

2. Attestation Certificate with respect to validity of the transcript.
3. Publication Certificate with respect to publication of the notice.

Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Kerin Wright

**City Administrator's Report  
As of July 8th, 2020**

**NEDC Economic Development:**

(Wednesday, June 24<sup>th</sup>) Discussions took place at the meeting NEDC and Mayor Barker have agreed upon the brand standard for both city and school. John has moved in to his office, located in City Hall. More discussions took place pertaining to several agreements.

**Wage Study:**

Ric mentioned a wage study was requested in January. He has sent this out to different companies and I have had responses from a couple of firms. I have published this on the League of Cities website in order to maximize the outcome and broaden our selection. This is set to expire on July 29<sup>th</sup>.

**Website RFP:**

I have sent out an email on the grapevine asking for examples of RFP's as well as companies different cities have used for websites and have been forwarding that information to Marlys so she can put together all the features needed for the City's renovated website. Marlys has completed the RFP and is waiting to hear back from Joe (School IT) to see if there is anything missing that would benefit users. The city plans on sending it to several companies and also publish on the league of Cities' classified ads.

**Ames Economic Development:**

June 30<sup>th</sup> at 4pm, I attended the meeting via zoom. The main topic of the meeting was COVID and the increasing rates as well as how it is affecting the communities. Overall, it was a good meeting and I enjoyed meeting everyone.

**Saturday Coffee Zoom meeting:**

More discussion took place on informing concerned citizens regarding Hwy 30 and the proposed layouts. Overall, it was very productive and to the point. The Mayor addressed pros and cons for each layout as did Jeremy and Larry (HrGreen). Besides the safety of our citizens, we discussed another solid factor in the diversion of 6<sup>th</sup> Street pertaining to the many trucks using this as their route. The concern Jeremy and Larry had was the stress of all trucks when driving through downtown after the renovation is done and damage it can cause.

**Upgrading Tech in Council Chambers:**

Kerin and I met with Les Hofland with AVI to upgrade the technology in the Council Chambers. The proposal was getting new monitors and a new zoom box which would cost approximately 20k, each monitor would cost \$1,700 and the box would be \$3000. (Update) Les called Kerin late Tuesday afternoon. After speaking with his tech guys; they are not recommending the new monitors due to our system being analog. A few modifications could be done for the monitors/audio equipment but he is really wanting to know what we are looking at before pricing anything out. They can still add a zoom box but are not sure how it would run since it is digital and we are on analog.

**South Glen developments:**

- (1) There was a meeting on Thursday the 25<sup>th</sup> that included several members of our City Staff, Fox Engineering, HrGreen, and Iowa Regional Utilities Association. We discussed water and some of the concerns the city had going forward.
- (2) Another meeting took place on Tuesday the 29<sup>th</sup> to address these concerns and they have been modified to our liking and staff has approved.



**HrGreen- Watershed Sponsored Project:**

Met with HrGreen and SRF (State Revolving Fund) representative to discuss submitting application to use the interest money from our loan to update watershed approaches. If awarded we could get anywhere from \$1-\$3.5 million to use. These locations are:

1. (Priority) West Indian Creek bank stabilization (Near cemetery and flow equalization basin)
  - a) Cleanout of stream (Fallen trees, etc.)
  - b) Bridge near SW corner of cemetery causing issues
2. (Potential) Harrington Park- Part of Indian Creek Basin
  - a) City has had discussions in the past of having a pond, but had concerns with liability
  - b) Could possibly look at more of a wetland type feature
3. (Potential) Score Park Ponds-Eligible if making water quality improvements
  - a) Plant buffers and other things (would help geese issue)
  - b) Increase stormwater wetlands near industrial areas

**Emergency Management/Jurisdictional Executive Discussion:**

(Thursday, June 25<sup>th</sup>) Going over the latest information for COVID-19, the Dept of Education is not requiring staff, faculty, and students to wear masks and little emphasis on social distancing- actually recommending not to wear them at all. Whereas, the county EMC is still recommending wearing masks. There are mixed feelings in Story county amongst administrators and Mayors, some are annoyed the county is recommending when DOE is not. The latest Governor's proclamation is focusing on tax issues pertaining to COVID. May unemployment rate was at 6.9%.

*Iowa State Univ.-* Requiring cloth face coverings starting July 1, Thielen Student Health center is offering employee testing and contact tracing. Board of Regents said there will be classes (in person) on campus- planning on testing 9500 students to assure safety. Everything on campus, including sporting events will be at 50% capacity (this could change)

(Thursday July 2<sup>nd</sup>) Discussed COVID and the Board of Health concerns and recommendations on a Zoom. There were few on the call due to the July 4<sup>th</sup> weekend. Keith Morgan, Emergency Management Director, facilitated and hosted the meeting. Story County Public Health Director, talked about updates and status of COVID-19 in Story County. Keith Morgan discussed the top activities taking place. Participants agreed to keep the weekly meeting in place until COVID settles down.

**Staff Meeting:**

(Monday July 6<sup>th</sup>) City Department Head had staff meetings in the morning (social distancing was adhered)- discussed latest projects as well as the concerns of the pandemic. The main discussion took place on the safety of opening city hall and other functions. Staff has assured that we have not missed/lacked on any level due to COVID and we still have wastewater and front office in police department that are still splitting schedules. Staff feels if City Hall were to open, starting out on a part-time basis Ex: 10am-2pm would be most beneficial for staff and for sanitation purposes. Ray mentioned Public works helped with the fireworks and it was a successful night all around.

**Burke Agreement:**

(Tuesday, July 7<sup>th</sup>) A zoom meeting Between the Mayor, Chad Randick, and I took place in reference to the Burke Agreement. We discussed the agreement in place and agreed on what was in place. Burke would like to talk to their engineers to make sure their Wastewater Design Flows and Loads are accurate.

**Part Time Sanitizer & Custodian:**

Sara started on June 23<sup>rd</sup> and has been sanitizing daily. The new custodian also started on the 23<sup>rd</sup> of June and has been coming in Tuesdays, Thursdays and some Saturdays to clean.

**-End of Report-**

For: July 13, 2020 Council Meeting

To: Mayor  
Nevada City Council  
City Administrator

From: Shanna Speer, Library Director

**Nevada Public Library  
Council Report**

- We've added a new digital resource: hoopla allows patrons immediate access to thousands of movies, TV shows, music, comics, eBooks, and audiobooks! There are no wait lists, holds, or late fees and patrons can stream TV shows and movies on their AppleTV, fireTV, Roku, Android TV, Chromecast, Android or iOS devices. Content can be downloaded to devices, which is perfect when going on a long road trip. Patrons get 5 checkouts per month. We pay per item that is loaned. It's only been up and running for a couple weeks. The average circulation per item is \$2.45 so far.
- Our awesome ALL-AGES Summer Quest is underway through August 14<sup>th</sup>. Patrons gain experience by completing quests to level up their character. When they finish a character, we'll post it in our windows and they'll get a small prize package that includes a small cone at Starbucks, a bookmark, and a gift card to a local business. If they complete additional characters, they will be entered in a drawing to win a caricature of themselves from local artist, Cisco Martinez, who did our drawing class here at the library.
- The board has been discussing replacing our outdoor sign, on which we manually change the messages, to a digital sign. I am currently seeking additional information for the board. If they approve one, you will see an action form for a future council meeting.

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LIBRARY BOARD OF TRUSTEES MONDAY, JUNE 15, 2020, 5:00 P.M.

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Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees via Zoom in accordance with emergency measures as a result of the COVID-19 Pandemic on Monday, June 15, 2020 at 5:00 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Eric Gabrielson, Elizabeth Klaes, Peter Korsching, David Morris, Adam Riedell, and Allison Severson. Absent: Lisa Easley.

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, Linda Wright, and Donna Mosinski.

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

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

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

- (1) Approve **minutes** of the May 18, 2020 regular meeting
- (2) Approve June 2020 **claims** totaling \$14,873.95 (see attached list)
- (3) Accept and place on file the Director's **memo** dated June 12, 2020
- (4) Accept and place on file the May 2020 **financial report**

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

Shanna reviewed the quotes for a digital sign and informed the board that there is approximately \$6,200 in grants and donations to help pay for the sign.

Motion by Board Member Peter Korsching, seconded by Board Member Eric Gabrielson, to approve the purchase of the grayscale red Led sign from FastSigns for \$9,172.28. The roll being called, the following named board members voted. Ayes: Riedell. Nays: Korsching, Gabrielson, Klaes, Morris, and Severson. Chairperson Adam Riedell declared the motion lost.

The board requested that Shanna investigate the functionality of the sign and let the neighbors know. They would like more research before deciding between the grayscale red sign and the color sign.

For Continuing Education this month, the board reviewed Board of Trustees Handbook Chapter 13: Evaluating the Director. They discussed review procedures for 20 minutes.

Eric Gabrielson left at 6:02 p.m.

Motion by Board Member Elizabeth Klaes, seconded by Board Member David Morris, to appoint Adam Riedell as Chair. The roll being called, the following named board members voted. Ayes: Klaes, Morris, Riedell, Severson, and Korsching. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Allison Severson, seconded by Board Member David Morris, to appoint Peter Korsching as Vice Chair. The roll being called, the following named board members voted. Ayes: Severson, Morris, Riedell, Klaes, and Korsching. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Allison Severson, seconded by Board Member David Morris, to appoint Elizabeth Klaes as Secretary. The roll being called, the following named board members voted. Ayes: Severson, Morris, Riedell, Klaes, and Korsching. Nays: None. Chairperson Adam Riedell declared the motion carried.

The following Committee Appointments were made:

Budget – Eric Gabrielson, Adam Riedell, and Allison Severson  
Technology – Elizabeth Klaes, David Morris, and Adam Riedell  
Gift – Lisa Easley and Peter Korsching

The board discussed the reopening of the library. Staff will be taking appointments to use the computers starting June 28. There is a lot of concern on how to keep staff and patrons safe while in the library.

Peter Korsching left at 6:47 p.m.

Library Director Shanna Speer reported on:

- Shanna asks that everyone participate in Summer Quest.
- Shanna introduced Hoopla.

The next meeting will be held at 5:00 p.m. Monday, **July 20, 2020**.

There being no further business to come before the Board, it was moved by Board Member Allison Severson, seconded by Board Member Elizabeth Klaes, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Severson, Klaes, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 6:54 p.m. he adjourned the meeting.

ATTEST:

\_\_\_\_\_  
Lisa Easley, Secretary

\_\_\_\_\_  
Adam Riedell, Chairperson



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



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

## City of Nevada

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July 2020

TO: Mayor - City Council Members  
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Participated in the virtual meeting with the Iowa DOT regarding the proposed S14 bridge over US30.

Worked with Dorsey and Whitney and DA Davidson to finalize the issuance of our 2020B Water Refunding Bonds saving the city over \$100,000.

The Iowa Department of Revenue announced no plan to reduce the estimates for local options sales tax for FY20, however, it is likely there will be some negative impact for FY21 due to COVID-19.

Mike Cerka has joined the City as the new custodian for City Hall. He also works at the Nevada Community Schools. We have also enlisted the help of Sarah Lancaster to help us sanitize and keep our building disinfected.

Spoke with Dorsey and Whitney to discuss the South Glen Subdivision and to begin the Urban Renewal and Revitalization Area amendments and discussions regarding a Development agreement.

Attended a webinar with the Iowa Department of Management regarding COVID-19 and how the funding has been handled. The state has received 48 grants from the Federal government totaling approximately \$2,895,557,432. These dollars cannot be used for any revenue shortfall.

The Annual 2020 Iowa Municipal Clerk's Academy will be held in an online format on July 29-31<sup>st</sup> due to COVID-19 Pandemic.



*Josh Cizmadia*  
*Police Sergeant*

*Chris Brandes*  
*Police Sergeant*

## *NEVADA PUBLIC SAFETY DEPARTMENT*

*1209 6<sup>th</sup> Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593*

*Ricardo Martinez II*  
*Public Safety Director*  
*Chief of Police*



*Ray Reynolds*  
*Director of Fire & EMS*

*Cathy Jager*  
*Chief's Assistant*

**To:** Mayor and City Council

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

**Date:** Thursday, July 9, 2020

**Ref:** Report for City Council Meeting for Monday, July 13<sup>th</sup>, 2020

### **Sex Offender Registry Verification**

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

### **Staffing**

Officer Andrew Swanson is progressing through the NPSD Field Training Program in an acceptable manner. It is anticipated Officer Swanson will go on solo patrol toward the end of July.

Officer Josie Bailey has received orders to go on active duty at the end of July. The orders indicate she will be gone for about one year.

While all positions with the NPSD are filled, with Officer Bailey on orders the NPSD will have one less officer providing police services in Nevada. As most of the City Council knows, the NPSD is unfortunately short staffed on a regular basis. As has been done in the past, schedule adjustments and overtime will be utilized to provide police services to our community.

Respectfully submitted,

Ricardo Martinez II  
Public Safety Director  
Chief of Police



*Josh Cizmadia*  
*Police Sergeant*

*Chris Brandes*  
*Police Sergeant*

## **NEVADA PUBLIC SAFETY DEPARTMENT**

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*Public Safety Director*  
*Chief of Police*



*Ray Reynolds*  
*Director of Fire & EMS*

*Cathy Jager*  
*Chief's Assistant*

### **MEMORANDUM**

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: July 1, 2020

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

Total Calls to date for 2020: 369

Fire calls for June 2020: 7

EMS calls for June 2020: 38

Good intent calls for June 2020: 5

Community Events for June 2020: 1

Narcan administered this month: 1

#### **Grant notification for Nevada Firefighters Association**

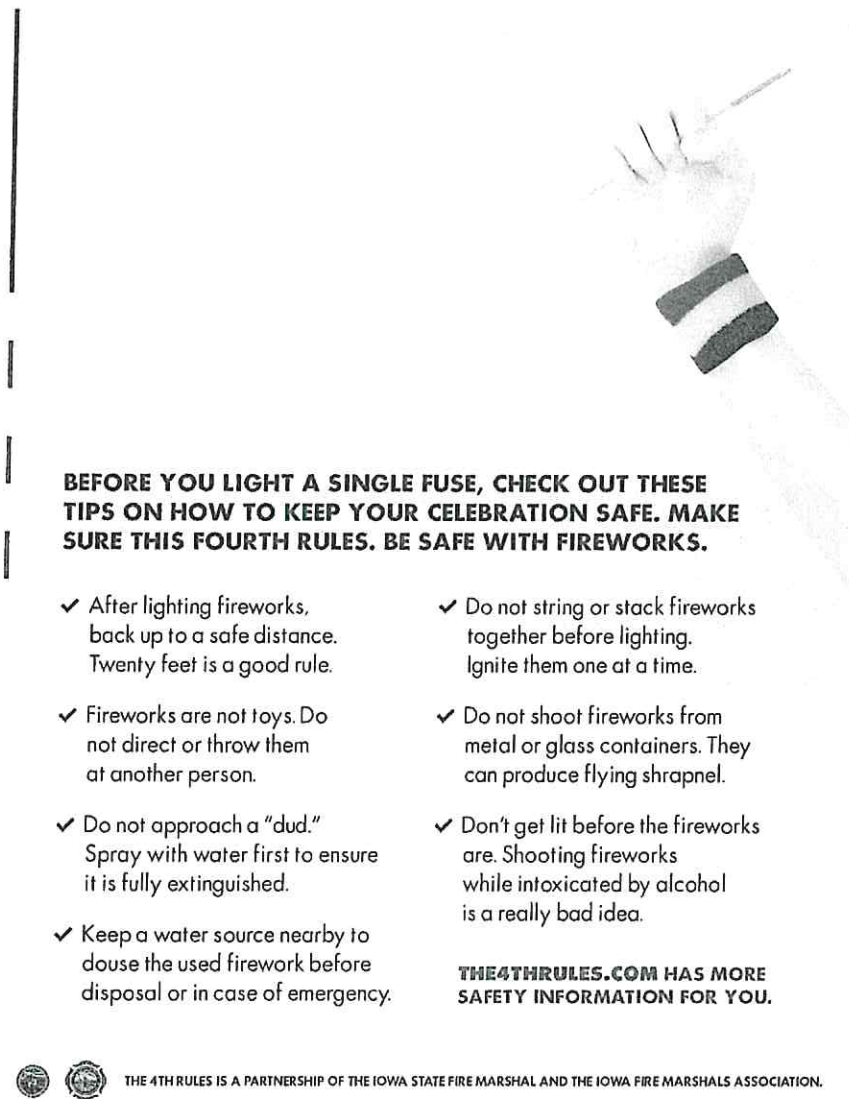
The Nevada Firefighters Association was awarded a \$10,000 non-match grant from Union Pacific Railroad to provide medical and hazmat response capability upgrades. The association is looking to assist the department in upgrading our response capabilities as it applies to hazmat, specialized rescue, medical, and industrial response. This equipment upgrade grant will allow our department to support our growing industrial and rail partners.

Since becoming a 501C3, the association has obtained nearly \$30,000 in equipment grants to help the department and city fund equipment, community education, and training.



## Consumer Fireworks Safety Grant

The Nevada Fire Department completed the work for the \$85,000 fireworks safety grant from the Iowa Department of Public Safety. We wrote the grant on behalf of 34 major Iowa fire departments with the aim of increasing consumer fireworks safety. The University of Iowa Hospital conducted a state-wide research project looking to capture data on fireworks injuries. The State Fire Marshal office awarded 34 Microsoft surface tablets to 34 fire departments for inspections. ZLR produced a safety flyer and three short public safety videos for fire departments to post on their facebook pages. (The flyer below is an example of the public service materials produced).



**BEFORE YOU LIGHT A SINGLE FUSE, CHECK OUT THESE TIPS ON HOW TO KEEP YOUR CELEBRATION SAFE. MAKE SURE THIS FOURTH RULES. BE SAFE WITH FIREWORKS.**

- ✓ After lighting fireworks, back up to a safe distance. Twenty feet is a good rule.
- ✓ Do not string or stack fireworks together before lighting. Ignite them one at a time.
- ✓ Fireworks are not toys. Do not direct or throw them at another person.
- ✓ Do not shoot fireworks from metal or glass containers. They can produce flying shrapnel.
- ✓ Do not approach a "dud." Spray with water first to ensure it is fully extinguished.
- ✓ Don't get lit before the fireworks are. Shooting fireworks while intoxicated by alcohol is a really bad idea.
- ✓ Keep a water source nearby to douse the used firework before disposal or in case of emergency.

**THE4THRULES.COM HAS MORE SAFETY INFORMATION FOR YOU.**



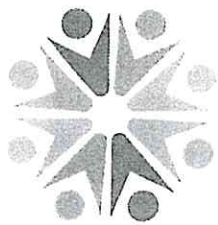
THE 4TH RULES IS A PARTNERSHIP OF THE IOWA STATE FIRE MARSHAL AND THE IOWA FIRE MARSHALS ASSOCIATION.

This flyer was provided to the persons managing the fireworks tent at the Fareway parking lot.

**Update on Capital Projects**

The Lucas device has arrived and members have been trained on the use. It was placed on the medical response truck. The new gear lockers were shipped to the department on July 1<sup>st</sup>, we expect them to arrive soon. The Ford F150 has been ordered from Ames Ford. Delivery date has not been set but it is estimated to be around 8 weeks from now.





CENTRAL IOWA  
**RSVP**  
Connecting People To Purpose

*The Connection*



**Inside this  
issue:**

## RSVP VOLUNTEERS RESPOND DURING THE COVID-19 PANDEMIC

RSVP volunteers focused efforts on safe ways to contribute during the COVID-19 response. Numerous volunteer assignments were halted abruptly in March (i.e. volunteers in the schools, public libraries/offices, non-profits that temporarily suspended volunteer activity, etc.). However, many critical volunteer activities continued and new needs emerged from COVID-19. Central Iowa RSVP volunteers in Story and Marshall County have been an active part of this group of enthusiastic volunteers who have continued to give back during the pandemic.

RSVP COVID-19 response related activities have included:

- Community gardening
- Writing letters of encouragement to nursing home residents and staff, including the Iowa Veteran's Home
- Delivering mobile meals and food boxes with no contact delivery/drop off at the door
- Firing up their sewing machines to make masks for Mary Greeley Medical Center and other organizations (materials provided by RSVP through a special grant from United Way of Story County).

- Made wellness and friendly visitor calls to RSVP Transportation Program clients who were quarantined.
- Continued service at local food pantries, fresh markets and homeless shelters

*As each of you decide if and when you resume volunteer activities, we are here to support you. Masks are available at the RSVP offices and free to RSVP volunteers. The most important thing is that you do what you need to in order to be safe and healthy.*

RSVP Brag Book 2

New Arrivals 2

Current Volunteer Opportunities 3

RSVP Office Locations 4

Story/Marshall County Advisory Council Members 4

### *This and That*

#### RSVP TIMESHEET

Although we no longer insert a volunteer timesheet in the newsletter, your hours are important to us. If you need one, just let any of the RSVP staff know. You can also call in or email your hours to any office.

### Limited RSVP Transportation Resumed June 1

As the RSVP transportation program that was suspended in March due to Covid-19 starts up again, safety of both the driver and the rider is a priority. By implementing trip restrictions, the required use of face masks, increased hygiene measures, and social distancing, RSVP volunteer drivers are once again helping meet critical transportation needs for Story County residents.



#### E-NEWSLETTER OPTION

If you would prefer an electronic RSVP newsletter, sign up for the E-EDITION and receive it via email. Just let Kendra know at [wcmkt@cirsvp.op](mailto:wcmkt@cirsvp.op). 117



# SUMMER

## BRAG BOOK



Shown Above: Volunteer Wanda Holm sewing masks, volunteer Charlene Mullihan displaying the face masks she made, and RSVP Transportation volunteer Roger MaHarry delivering the completed face masks that he picked up.

Even in a season of quarantine and social distancing, Central Iowa RSVP volunteers found a way to serve their community. In an effort to support and care for local healthcare heroes, a group of eighteen volunteers put in nearly 270 hours sewing face masks. To ensure safety and social distancing, volunteers from the transportation program delivered the fabric and supplies to sewers, and then went back to pick up the masks once they were completed. In June, RSVP Volunteer Coordinators Jessica Bullock and Linda Von Holten delivered approximately 500 face masks to Mary Greeley Medical Center in Ames. This opportunity to give back to front-line workers was graciously funded by a special COVID-19 grant that was awarded to Central Iowa RSVP by United Way of Story County.

## WELCOME New Arrivals to RSVP

Emma Bielenberg—Ames

Edwina Formaneh—Story City

Ann Hogle—Ames

Tyler Holck—Gilbert

Wanda Holm—Story City

Michelle Johnson—Ames

Susan Kepley—Ames

Jeanne Lee—Huxley

Charlene Mullihan—Collins

Jeri Saltzman—Gilbert



# CURRENT VOLUNTEER OPPORTUNITIES

## STORY COUNTY

**PLEASE CALL 515-292-8890 TO VOLUNTEER  
OR GET MORE INFORMATION ABOUT THESE  
VOLUNTEER ASSIGNMENTS**

### Habitat for Humanity of Central Iowa

The store in Ames has reopened and they are looking for **volunteers** to help staff the store Tuesday-Saturday between 9 AM-4 PM. Any amount of time offered would be appreciated.

### The Salvation Army (TSA)

**Representative Payee Volunteer:** Distribute weekly checks, review receipts, and visit with payees. Volunteers should be able to communicate well, write legibly, and keep accurate records. Training and supervision will be provided. Two volunteers are needed for 1-3 hours on Tuesdays between 9 AM—Noon.

**Food Pantry/Doing the Most Good Attendants:** Looking for volunteers to help Mon-Thurs 12:45-3:30 PM. Volunteers will meet and greet families, direct them through the Pantry & Market and assist with sorting, shelving, and restocking. Volunteers must pass a background check and be able to lift 20 lbs.

### RSVP Volunteer Driver Transportation Program

Join a pool of volunteers willing to provide occasional rides to individuals for essential services. Volunteers use their own vehicles. Drivers in the Nevada area are especially needed.

### Food at First

Volunteers are needed every month on the 2nd Monday to prepare and serve food from 3:00-5:00 PM and again on the 4th Thursday to repackage food and staff stations at the market place from 2:30-5:30 PM. (Current food service restrictions are in place).

## MARSHALL COUNTY

**PLEASE CALL 641-752-0279 TO VOLUNTEER  
OR GET MORE INFORMATION ON THESE  
VOLUNTEER ASSIGNMENTS**

### ISU Extension & Outreach Marshall County

Extension is looking for volunteers to help with maintenance and harvesting of the gardens at area schools in Marshalltown.

### Northeast Iowa Area Agency on Aging

There is a critical need for volunteers to deliver meals to homebound seniors. Help make someone's day by sharing a smile, a kind word and delivering a hot meal to homebound seniors in this time of need.

### Unity Point - Meals on Wheels

Volunteers are needed to deliver meals through the Meals on Wheels program in Marshalltown. By giving a little of your time, you can help someone in need by delivering a hot meal today.

Please note that because of the COVID-19 pandemic, many volunteer assignments are still on hold. However, if you see an opportunity that you are interested in, please contact any RSVP office.

Please also note that many of these assignments require using new social distancing procedures and safety measures that volunteer sites/stations are implementing.

Your RSVP Connections

**Primary Business  
Address**

503 Elm Avenue  
Story City, IA 50348  
515-733-4917

**Ames Office**

110 Crystal Street, 50010  
515-292-8890

**Marshalltown Office**

08 S. 2nd Street, 50158  
641-752-0279

For RSVP staff contact  
information, including email  
addresses, please call one of  
our offices or visit the staff  
page of our website:

[www.rsvpvolunteer.org](http://www.rsvpvolunteer.org)

Facebook:

[www.facebook.com/  
rsvpcentraljowa](http://www.facebook.com/rsvpcentraljowa)

2020 RSVP Advisory Council Members

Nancy Long - Chair, Gilbert

Mike Fritz, Vice-Chair, Nevada

John Abrams, Ames

Ron Matthews, Ames

Diana Schwendinger, Ames

Doni Sheldon, Marshalltown

Norma Dorado-Robles, Marshalltown

Deb Grove, Marshalltown

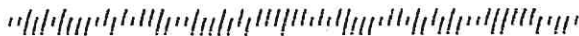
Roe Welker, Marshalltown

Dina McKenna, Nevada/Ankeny

Gaylan Scofield, Story City

Find us. Follow us.

Like us. Love us.



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City of Nevada  
PO Box 530  
1209 - 6th Street  
Nevada, IA 50201

Central Iowa RSVP  
Serving Story and Marshall County  
503 Elm Avenue  
Story City, IA 50248  
RETURN SERVICE REQUESTED

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