



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, AUGUST 23, 2021 – 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 Council may be meeting in the Council Chambers, however, seating is very limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.**

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

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

Webinar ID: 879 6173 3099 Password: 287321

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

***Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaaiowa.org](mailto:kwright@cityofnevadaaiowa.org) by 4:00 p.m. Monday, August 23, 2021***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting held on August 9, 2021
  - B. Approve Payment of Cash Disbursements, including Check Numbers 76265-76393 and Electronic Numbers 984-987 (Inclusive) Totaling \$945,629.09 (See attached list)
  - C. Approve Financial Reports for Month of July, 2021
  - D. Resolution No. 008 (2021/2022): A Resolution approving Beginning Year Transfers for Fiscal Year 2021/2022
5. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify

citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A.

## 6. OLD BUSINESS

A. Approve Pay Request No. 14 for the Central Business District Infrastructure Project from Con-Struct Inc in the amount of \$387,225.70

B. Discussion and Appropriate Follow-up on COVID-19 Policies

## 7. NEW BUSINESS

A. Resolution No. 009 (2021/2022): A Resolution declaring Intent to provide Economic Development Support to Development Project at 1133 6<sup>th</sup> Street (Nevada Journal bldg.)

B. Resolution No. 010 (2021/2022): Resolution for Support of the Fieldhouse Project and Submission of an Enhance Iowa/Community Attraction and Tourism Application and Authorize the Mayor to sign

C. Approve 5-Day Class "B" Beer (BB) (Includes Wine Coolers) Permit and Outdoor Service for Nevada Jaycees to host an Outdoor Service Area at Story County Fairgrounds at the Williams Pavilion on Saturday, August 28<sup>th</sup>, 2021 during Lincoln Highway Days

D. Ordinance No. 1019 (2021/2022): An Ordinance Amending Chapter 69 (Parking Regulations) of the Nevada City Code to Establish No Parking

E. Resolution No. 011 (2021/2022): A Resolution Approving Johnson Controls Service Agreement to provide Inspection of the Fire Alarm System at City Hall Building

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

9. **CLOSED SESSION:** Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

10. Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

## 11. ADJOURN

The agenda was posted on the official bulletin board on August 19, 2021, in compliance with the requirements of the open meetings law.

Posted

E-Mailed

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NEVADA CITY COUNCIL - MONDAY, AUGUST 9, 2021 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, August 9, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

## 2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ray Reynolds, Josh Cizmadia, Ryan Hutton and Larry Stevens.

Also in attendance were: Brenda Dryer, Caleb Weddle, Tanner Jones, Logan Ferriss,

## 3. APPROVAL OF AGENDA

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

## 4. PUBLIC HEARING(S)

## A. Jordan Well No. 4, Plugging and Demolition Project

1. Public Hearing – on proposed plans, specifications, form of contract and estimate of cost for the proposed Jordan Well No. 4 Plugging and Demolition Project

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **July 29, 2021**. The public hearing is **plans and specifications for the Jordan Well No. 4 plugging and demolition project**.

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

2. Resolution No. 005 (2021/2022): A Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Jordan Well No. 4 Plugging and Demolition Project

Motion by Luke Spence, seconded by Sandy Ehrig, to **adopt Resolution No. 005 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Hanson, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

3. Consideration of bids for the Jordan Well No. 4 Plugging and Demolition Project

4. Resolution No. 006 (2021/2022): A Resolution awarding contract for the Jordan Well No. 4 Plugging and Demolition Project

Motion by Jason Sampson, seconded by Brian Hanson, to **adopt Resolution No. 006 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

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

Motion by Dane Nealson, seconded by Barb Mittman, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on July 26, 2021
- B. Approve Minutes of the Special Meeting held on August 5, 2021
- C. Approve Payment of Cash Disbursements, including Check Numbers 76189-76264 and Electronic Numbers 978-983 (Inclusive) Totaling \$561,522.45 (See attached list)
- D. Approve Great Western Bank Cards Disbursements for \$3,580.53 (See attached list)
- E. Approve recommendation of Probationary Firefighter/EMT status for Stephanie Norris, Caleb Weddle and Levi Murphy

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

#### 6. MAYOR'S APPOINTMENT

- A. Approve Mayor Barker's appointment of Ryan Hutton as Building and Zoning Official

Motion by Luke Spence, seconded by Dane Nealson, to **approve Ryan Hutton as Building and Zoning Official**. After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

#### 7. PUBLIC FORUM

- A. Mayor Barker swore in Probationary Firefighters Stephanie Norris, Caleb Weddle and Levi Murphy.

#### 8. OLD BUSINESS

- A. Approve Pay Request No. 2 for the WWTF Improvements, Phase 2 from Williams Brothers Construction Inc., in the amount of \$630,285.42

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Pay Request No. 2 for the WWTF Improvements, Phase 2 from Williams Brothers Construction Inc., in the amount of \$630,285.42**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

#### 9. NEW BUSINESS

- A. Resolution No. 007 (2021/2022): A Resolution to approve the Community Catalyst Building Remediation Grant Agreement with IEDA, Tipton Building



Motion by Sandy Ehrig, seconded by Dane Nealson, to **adopt Resolution No. 007 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Dane Nealson. Nay: None. The Mayor declared the motion carried.

- B. Approval of Neighborhood Improvement Incentive Program Grant Application for 153 West E Avenue for demolition of the house and garage up to \$3,700

Motion by Barb Mittman, seconded by Luke Spence, to **approve the Neighborhood Improvement Incentive Program Grant Application for 153 West E Avenue for demolition of the house and garage up to \$3,700**. After due consideration and discussion the roll was called. Aye: Mittman, Spence, Ehrig, Hanson, Nealson, Sampson, Mittman. Nay: None. The Mayor declared the motion carried.

#### 10. REPORTS:

City Administrator Cook discussed the changes to the No parking ordinance and if any other areas needed amending. The first reading will be placed on the next agenda.

Mayor Barker discussed the Covid Policies and inquired if any changes were needed. He also noted Hy-Vee is getting close to opening and Community Coffee will be held this Saturday.

Council Member Sampson updated council on the upcoming Lincoln Highway Days events. Council Member Nealson reported on the Nevada Runners group.

Director of Fire/EMS Reynolds reported on a recent barn/hay fire that they used Ultra High Pressure to extinguish. He thanked staff for working with the railroad on the upcoming closures. The firefighters will be burning a house for training. Staff is working on nuisance properties.

Police Sergeant Cizmada advised the department will be holding another round of hiring. Police Officer Bailey is back from her National Guard duties and will be returning to work soon.

City Engineer Stevens and Roth updated the council on the projects. The Wastewater Treatment Facility Improvements is still on schedule. The third-party vendor is working through the easements for the trunk sewer line.

#### 11. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:54 p.m. the meeting adjourned.

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

ATTEST:

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

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

**CITY OF NEVADA**  
**CLAIMS REPORT FOR AUGUST 23, 2021 MEETING**  
**8/09/21 THRU 8/23/21**

Item # 48  
Date: 8/23/21

VENDOR	REFERENCE	AMOUNT	CHECK #
WILLIAMS BROTHERS CONSTRUCTION	WWTF,PHASE 2 PR#2	630,285.42	76265
EFTPS	FED/FICA TAX	26,678.07	984
ICMA RETIREMENT TRUST 4 303097	DEFERRED COMP	870.00	76276
COLLECTION SERVICES CENTER	CHILD SUPPORT	832.24	76277
GREAT WESTERN BANK	HSA	664.37	76278
ALLIANT UTILITIES	WTR-PLANT UTILITIES	4,037.72	76287
QUILL CORPORATION	LIB-SUPPLIES	62.59	76288
COMPUTER RESOURCE SPECIALISTS	LIB-12 COMPUTERS	12,531.54	76289
VERIZON WIRELESS	PD-CAR COMPUTERS	415.82	76290
BAKER & TAYLOR BOOKS	LIB-MATERIALS	1,497.64	76291
IA COMMUNICATIONS NETWO	LIB-LONG DISTANCE	7.44	76292
STATE LIBRARY OF IOWA	LIB-OCCL SUBSCRIPTION	201.00	76293
C&K HEATING, AIR CONDIT	LIB-THERMOSTAT RPR	90.00	76294
DEMCO INC	LIB-SUPPLIES	1,790.38	76295
BRODART CO	LIB-SUPPLIES	197.98	76296
STAPLES ADVANTAGE	ADM-SUPPLIES	291.48	76297
WINDSTREAM CORPORATION	ALL-PHONES	1,674.21	76298
SAMS CLUB	4PLEX-CONCESSIONS	514.84	76299
TAYLOR & ASSOCIATES INC	POOL-CHAISES	683.82	76300
AMAZON.COM CREDIT	LIB-HEADPHONES	208.09	76301
CENGAGE LEARNING	LIB-MATERIALS	85.74	76302
JUNIOR LIBRARY GUILD	LIB-MATERIALS	1,276.95	76303
MARCO	22623 LIB PUBLIC	799.00	76304
TREASURER STATE OF IOWA01	SALES TAX 8/1-15/2021	5,829.17	985
TREASURER STATE OF IOWA01	WET 8/1-15/2021	12,605.73	986
WAGEWORKS	2020 FSA PMT	172.57	987
BIG 8 TYRE CENTER	PKM-OIL CHG/TIRE ROTATE	119.60	76305
ALLIANT UTILITIES	STS,K AVE PK LTES	55.49	76306
NEVADA VETERINARY CLINIC	PD-ANIMAL CONTROL	1,030.66	76307
PRATT SANITATION INC	ALL-GARBAGE SVC	801.00	76308
VAN WALL EQUIPMENT-NEVADA	STS-JD6130R MIRROR RPR	1,893.06	76309
STATE HYGIENIC LABORATORY	WWT-LAB ANALYSIS	2,985.00	76310
COMPUTER RESOURCE SPECIALISTS	ADM,CYBER	2,998.06	76311
ARNOLD MOTOR SUPPLY	STS-FILTERS	170.44	76312
IA STATE READY MIX	STS-CONCRETE	3,207.00	76313
STORY CO TREASURER	STS-DRNG ASSMNT #35	1,138.76	76314
ASSAULT CARE CENTER	AD HOC FY21/22 CONTRACT	1,058.00	76315
YOUTH & SHELTER SERVICE	AD HOC FY21/22 CONTRACT	6,592.00	76316
COMMUNITY AND FAMILY RESOURCES	AD HOC FY21/22 CONTRACT	1,580.00	76317
CENTRAL IA RSVP	AD HOC FY21/22 CONTRACT	1,335.00	76318
HEARTLAND SENIOR SERVIC	AD HOC FY21/22 CONTRACT	1,670.00	76319
MID IOWA COMMUNITY ACTI	AD HOC FY21/22 CONTRACT	1,715.00	76320
NEVADA COMM HISTORICAL	AD HOC FY21/22 CONTRACT	5,000.00	76321
LEGAL AID SOCIETY STORY	AD HOC FY21/22 CONTRACT	3,471.00	76322

VOLUNTEER CENTER OF STO	AD HOC FY21/22 CONTRACT	1,216.00	76323
IA DEPT OF NATURAL RESO	WWT-NPDES FEE	1,275.00	76324
GATEHOUSE-DB IOWA HOLDINGS	WWT,RECRUITMENT	1,068.78	76325
HENDERSON, DENNIS	AD HOC FY22 CONTR	200.00	76326
HOKEL MACHINE SUPPLY	STS-PART	6.30	76327
MECHANICAL COMFORT INC	WTR-NORTH DEHUMIDIFIER RPR	194.08	76328
NEVADA COMMUNITY SCHOOL	AD HOC FY21/22 CONTRACT	25,457.88	76329
GOOD AND QUICK	CEM-BLUE DEF	12.99	76330
SANDRY FIRE SUPPLY	FD-HELMET	416.10	76331
AMES CHAMBER OF COMMERCE	CA,MYR-SUMMIT COOK,BARKER	140.00	76332
IA PRISON INDUSTRIES	PD,CLOTHING DICKS	230.00	76333
O'HALLORAN INTERNATIONAL	STS-#15 RPRS	113.91	76334
ACCO	POOL-CHEMICALS	791.90	76335
GALLS INC	PD-#611 SHIRTS	394.83	76336
COPYWORKS	FD,911ACTIVITIES	205.80	76337
NEVADA HARDWARE & PLUMBING	WTR-DISCHRG LINE RPR	3,380.91	76339
STAPLES ADVANTAGE	PKA,BINDER/CLIPS	129.40	76340
HYDRO KLEAN	STRM-TELEVISION	600.00	76341
INT ASSOC OF FIRE CHIEF	FD-MEMBERSHIP	240.00	76342
CON STRUCT INC	CBD-M/6TH PARKING	9,360.00	76343
WINDSTREAM CORPORATION	PD,PHONE	140.88	76344
CONSUMERS ENERGY	WTR,WELL FIELD	7,951.01	76345
PRESLEY, WADE HENRY	ADHOC FY22 DIST	600.00	76346
JOHN DEERE FINANCIAL	STS,TRACTOR UMBRELLA	196.90	76347
HR GREEN, INC	CEM-HEADSTONE GPS DATA	19,756.28	76348
SHILL ELECTRIC	WTR-MOTOR RPR	130.00	76349
BRICK GENTRY PC	ALL-LEGAL	9,390.00	76350
ASCAP	MUSIC LIC	367.00	76351
GOOD NEIGHBOR EMERGENCY	AD HOC FY21/22 CONTRACT	2,286.00	76352
TILLOTSON, KEITH	PKM-REIMB PARTS	33.98	76353
WCI POOLS AND SPAS	POOL,DPD POWDER	27.48	76354
TAC 10, INC	PD-TAC 10 MAINT	688.00	76355
MAX AG	PKM-CHEMICALS	152.30	76356
ALPHA COPIES & PRINT CE	ADM,NEWSLETTER	328.38	76357
HEINTZ, CHRISTINE	ADHOC,FY22PYMT	120.00	76358
PRINCIPAL FINANCIAL GROUP	ALL,INSURANCE	559.55	76359
AMAZON	STS,BU CAMERA	184.48	76360
REYMAN, NOAH	FD,TRNG	334.99	76361
QUADIENT, INC	ADM,POSTAGE RENT	135.00	76362
WEX BANK	ALL-FUEL	1,703.13	76363
21ST CENTURY REHAB	REC-U18 NATLS	875.00	76364
SALVATION ARMY	AD HOC FY21/22 CONTRACT	3,240.00	76365
CENTRAL IA TOWING & RECOVERY	STS-TOWING	505.40	76366
FARMHOUSE CATERING	PD-CONF CATERING	360.00	76367
SPORTSENGINE	REC-SPORTSENGINE	995.00	76368
STORY CO PORK PRODUCERS	REC-U18 NATLS	507.00	76369
BOYS & GIRLS CLUB - MS	AD HOC FY21/22 CONTRACT	2,420.00	76370
MARTIN BROS DISTRIBUTION CO	POOL-CONCESSIONS	1,044.95	76371
GOOD SAMARITAN FUND	AD HOC FY21/22 CONTRACT	2,875.00	76372



PTA OF NEVADA	AD HOC FY21/22 CONTRACT	799.00	76373
RAISING READERS IN STORY CO	AD HOC FY21/22 CONTRACT	1,120.00	76374
LEGACY FIRE APPARATUS	FD-#110 RPR	681.05	76375
AXON ENTERPRISE, INC	PD-EQUIPMENT	3,664.67	76376
EMERY, MICHAEL	POOL PARTY REFUND	225.00	76377
LINCOLN HIGHWAY ASSOC	MYR,DUES-2YRS	80.00	76378
WATCHGUARD VIDEO	PD-VIDEO REIMB BY GTSB	4,609.00	76379
FIRE SERVICE TRNG BUREAU	FD-TRNG GILCHRIST,PYKE,BEATY	575.00	76380
CORE & MAIN	STRM-CONC INCREASER	250.00	76381
HARMONY CLOTHING CLOSET	AD HOC FY21/22 CONTRACT	1,184.00	76382
SMOKIN' CRITTERS	4PLX-CONCESSIONS	243.10	76383
CIT SEWER SOLUTIONS	STRM-TELEVISION 6TH & I	844.00	76384
LUMINOUS LLC	CH-BULBS REPLACED	98.90	76385
JOHNSTON HYVEE	PD,ILEA MEALS DICKS	1,925.00	76386
MATHESON TRI-GAS INC	POOL-CO2	181.00	76387
TINDER, BYRON	ADHOC,COMM BAND	120.00	76388
BARRET, NATHAN	ADHOC,COMM BAND	65.00	76389
PRISMA GRAPHIC CORP	FD-FIRE WEEK MATERIALS	251.10	76390
ATW TRAINING & SOLUTIONS	WTR,WWT-TRNG COOK	395.00	76391
FIRE NINJA	EMS-TACTICAL PACK	93.70	76392
POTTERS INDUSTRIES LLC	STS-SAFETY MRKG SPHERES	747.60	76393
	Accounts Payable Total	862,617.59	
	Refund Checks Total	235.48	
	Payroll Checks	82,776.02	
	***** REPORT TOTAL *****	945,629.09	
GENERAL		124,475.08	
ROAD USE TAX		20,138.50	
RUT CAPITAL		497.78	
LOCAL OPTION SALES TAX		61,419.98	
LIBRARY TRUST		6,925.40	
CBD DOWNTOWN IMPR		9,360.00	
WATER		47,388.65	
WATER DEPOSITS		198.16	
WATER CAPITAL REVOLVING		248.89	
JORDAN WELL		830.25	
SEWER		23,731.51	
SEWER CAP IMP PROJECT		630,285.42	
SEWER EQUIP REVOLVING		248.89	
LANDFILL/GARBAGE		55.67	
STORM WATER		1,768.24	
REVOLVING FUND		17,884.10	
FLEX BENEFIT REVOLVING		172.57	
TOTAL FUNDS		945,629.09	

COUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
01-000-1110	CASH-GENERAL FUND	509,481.08	8,791,457.60
02-000-1110	CASH-HOTEL/MOTEL	1.21	16,756.28
00-000-1110	CASH-ROAD USE TAX	20,926.05	2,038,453.68
02-000-1110	CASH-EMPLOYEE BENEFITS	2,797.63	253,814.28
03-000-1110	CASH-RUT CAPITAL	11.69	162,289.87
09-000-1110	CASH-EMERGENCY FUND	291.64	291.64
01-000-1110	CASH-LOCAL OPTION TAX	78,767.40	1,275,968.80
05-000-1110	CASH-TIF	4,255.78	1,727,771.18
06-000-1110	CASH-LMI SUBFUND		132,931.45
07-000-1111	RESERVE-WELLS	.13	1,779.47
07-000-1113	RESERVE-ZWILLING	.01	111.88
07-000-1114	RESERVE-ALBERRY	.07	1,018.14
08-000-1118	RESERVE-UNDESIGNATED		7.95
08-000-1119	RESERVE-HARMS TRUST, GREEN SP	1.91	26,494.78
09-000-1110	CASH-LIBRARY TRUST	624.45	39,811.36
01-000-1110	CASH-FIRE TRUST	1.26	17,476.46
02-000-1110	CASH-SCORE UNDESIGNATED	.41	5,697.36
03-000-1110	CASH-SCORE O&M	.02	264.70
04-000-1110	CASH-NORTH STORY BASEBALL	2,603.22	3,473.81
05-000-1110	CASH-SENIOR COMM CENTER	.64	8,928.89
05-000-1110	CASH-GH PIANO	1.37	19,034.31
07-000-1110	CASH-POLICE FOREITURE	.88	12,204.27
09-000-1122	RESERVE-GRNBLT MAP 2005	.26	3,611.47
09-000-1124	RESERVE-ST CO TRAIL	.03	398.33
09-000-1125	RESERVE-IND RDG GREENBE	.12	1,719.52
09-000-1127	RESERVE-UNRESTRICTED	847.51	66,459.24
09-000-1128	RESERVE-SCORE SCOREBOAR	.33	4,604.23
09-000-1130	RESERVE-LANDSCAPING	.83	6,453.89
09-000-1131	RESERVE-FIELD MAINT	349.23	12,028.20
09-000-1132	RESERVE-LEW HANSEN SUB	.10	1,415.17
09-000-1133	RESERVE-87 SOUTHWOOD	.55	7,614.97
09-000-1134	RESERVE-MARDEAN PARK	.07	903.78
09-000-1110	CASH-COLUMBARIAN MAINT	280.30	4,146.58
09-000-1110	CASH-TRAIL MAINTENANCE	.47	6,519.00
09-000-1110	CASH-DANIELSON/OTHERTRU	18.15	251,872.37
09-000-1110	CASH-LIB BLDG TRUST	.01	195.86
09-000-1110	CASH-TREES FOREVER	.33	4,568.31
09-000-1110	CASH-4TH OF JULY	.30	4,114.63
09-000-1110	CASH-COMM BAND	.06	850.18
09-000-1110	CASH-DEBT SERVICE	2,395.91	265,302.96
09-000-1110	CASH-CITY HALL/PUBLIC S	.04	587.74
09-000-1110	CASH-LIBRARY BLDG	667.72	3,374.75
09-000-1110	CASH-SC/FIELDHOUSE		56,852.93
09-000-1110	CASH-SIDEWALKIMPROVEMEN	3.57	49,480.83
09-000-1110	CASH-2021STS PROJ 11TH/S14		33,674.00
09-000-1110	CASH-2019 CIP WORK	111.11	1,541,991.19
09-000-1110	CASH-CBD DOWNTOWN IMPR	457,740.81	2,715,860.02
09-000-1110	CASH-TRAIL CIP PROJECTS	22.78	316,120.74
09-000-1110	CASH-PERPETUAL CARE	820.00	157,541.58
09-000-1110	CASH-HATTERY		5,000.00
09-000-1110	CASH-WATER O&M	58,650.57	2,364,961.43

CITY OF NEVADA  
BALANCE SHEET  
CALENDAR 7/2021, FISCAL 1/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
501-000-1110	CASH-WATER DEPOSITS	762.45	81,116.62
502-000-1110	CASH-WATER PLANT UPGRADE RSRV	78.91	1,095,070.01
505-000-1110	CASH-WATER 2012C BOND		199,966.73
507-000-1110	CASH-WTR CAPITAL REVOLV	21.11	292,943.82
508-000-1110	CASH-JORDAN WELL PROJ		13,689.50-
510-000-1110	CASH-WASTEWATER O&M	64,491.74	2,185,352.65
515-000-1110	CASH-SEWER CONSTRUCTION	6,843.69	2,436,091.36
516-000-1110	CASH-WWT CIP	60,212.34-	93,243.98-
517-000-1110	CASH-WWT CAPITAL	20.26	281,234.14
518-000-1110	CASH-SRF SPONSORED PROJECT		122,202.73-
570-000-1110	CASH-GARBAGE UTILITY	29,476.24-	25,774.33-
640-000-1110	CASH-STORM WATER UTILIT	14,651.69	779,591.61
610-000-1139	RESERVE-PARK & RECREATI	23,099.11-	51,898.00
610-000-1140	RESERVE-LIBRARY	2.59	35,922.24
610-000-1141	RESERVE-CEMETERY	8,447.65-	32,617.58
610-000-1142	RESERVE-FINANCE	23,927.13-	316,635.59
610-000-1143	RESERVE-FIRE	501.30	320,295.48
610-000-1144	RESERVE-POLICE	11.87	164,773.87
610-000-1146	RESERVE-PLANNING & ZONI	2.17	30,138.62
610-000-1147	RESERVE-GATES HALL	1.08	15,001.87
610-000-1148	RESERVE-TECHNOLOGY	788.46-	7,463.96
612-000-1110	CASH-FLEXIBLE BENEFITS	314.52-	51.33-
630-000-1110	CASH-SICK & VACATION	22.32	309,701.31
	CASH TOTAL	44,834.54	30,624,061.79
611-000-1120	PETTY CASH - LIBRARY		75.00
611-000-1123	PETTY CASH - POOL		900.00
610-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,575.00
612-000-1168	COUNTY FOUNDATION INVES		87,499.81
	SAVINGS TOTAL	.00	87,499.81
	TOTAL CASH	44,834.54	30,713,136.60



CCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	BALANCE	EXPENDED	UNEXPENDED
	POLICE TOTAL	1,323,187.00	122,077.94	122,077.94	9.23	1,201,109.06
	POLICE-OFFICE TOTAL	130,556.00	12,947.48	12,947.48	9.92	117,608.52
	EMERGENCY MANAGEMENT TOTAL	900.00	56.95	56.95	6.33	843.05
	FLOOD CONTROL TOTAL	27,600.00	985.20	985.20	3.57	26,614.80
	FIRE TOTAL	525,723.00	46,737.85	46,737.85	8.89	478,985.15
	AMBULANCE TOTAL	64,574.00	2,534.69	2,534.69	3.93	62,039.31
	BUILDING INSPECTIONS TOTAL	52,000.00	3,326.27	3,326.27	6.40	48,673.73
	ANIMAL CONTROL TOTAL	5,100.00	9.99	9.99	.20	5,090.01
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	.00	.00	1,500.00
	PUBLIC SAFETY TOTAL	2,131,140.00	188,676.37	188,676.37	8.85	1,942,463.63
	ROADS, BRIDGES, SIDEWALKS TOTA	782,397.00	78,996.52	78,996.52	10.10	703,400.48
	STREET LIGHTING TOTAL	142,000.00	8,407.05	8,407.05	5.92	133,592.95
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	10,000.00	24.58	24.58	.25	9,975.42
	SNOW REMOVAL TOTAL	82,275.00	.00	.00	.00	82,275.00
	TREES & WEEDS TOTAL	50,000.00	.00	.00	.00	50,000.00
	PUBLIC WORKS TOTAL	1,067,172.00	87,428.15	87,428.15	8.19	979,743.85
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,058.00	.00	.00	.00	1,058.00
	NEVADA YOUTH & SHELTER TOTAL	6,592.00	.00	.00	.00	6,592.00
	CENTER FOR ADDICTIONS RCY TOTA	1,580.00	.00	.00	.00	1,580.00
	COMMUNITY RESORCE CENTER TOTA	21,740.00	.00	.00	.00	21,740.00
	STORY CO VOLUNTEER CENTER TOTA	1,216.00	.00	.00	.00	1,216.00
	RETIRED SEN VOLUNTEER PGM TOTA	1,335.00	.00	.00	.00	1,335.00
	HEARTLAND SENIOR SERVICES TOTA	1,670.00	.00	.00	.00	1,670.00
	MIDIOWA COMMUNITY ACTION TOTA	1,715.00	.00	.00	.00	1,715.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,286.00	.00	.00	.00	2,286.00
	STORY CO LEGAL AID TOTAL	3,471.00	.00	.00	.00	3,471.00
	SALVATION ARMY TOTAL	3,240.00	.00	.00	.00	3,240.00
	TOTAL	2,420.00	.00	.00	.00	2,420.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,995.00	.00	.00	.00	3,995.00
	HEALTH & SOCIAL SERVICES TOTA	65,318.00	.00	.00	.00	65,318.00
	LIBRARY TOTAL	459,899.00	40,909.03	40,909.03	8.90	418,989.97
	LIBRARY-DONATED TOTAL	32,500.00	.00	.00	.00	32,500.00
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	900.27	900.27	4.19	20,599.73
	MUSEUM/BAND/THEATRE TOTAL	1,699.00	.00	.00	.00	1,699.00
	PARKS TOTAL	119,436.00	30,459.92	30,459.92	25.50	88,976.08
	PARK MAINTENANCE TOTAL	394,560.00	54,319.37	54,319.37	13.77	340,240.63
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	466.85	466.85	2.33	19,533.15
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00
	FOUR-PLEX COMPLEX TOTAL	49,742.00	6,283.71	6,283.71	12.63	43,458.29
	POOL TOTAL	281,985.00	82,584.77	82,584.77	29.29	199,400.23

CITY OF NEVADA  
BUDGET REPORT  
CALENDAR 7/2021, FISCAL 1/2022

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT EXPENDED	8.3% UNEXPENDED
	RECREATION TOTAL	69,636.00	11,490.25	11,490.25	16.50	58,145.75
	ADULT SOFTBALL TOTAL	1,054.00	74.66	74.66	7.08	979.34
	COMMUNITY HEALTH/WEELNESS TOTA	1,200.00	.00	.00	.00	1,200.00
	SENIOR ACTIVITY TOTAL	1,000.00	.00	.00	.00	1,000.00
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	165,416.00	23,444.96	23,444.96	14.17	141,971.04
	COMMUNITY CTR/ZOO/MARINA TOTA	189,972.00	15,808.09	15,808.09	8.32	174,163.91
	SENIOR COMMUNITY CENTER TOTAL	6,799.00	1,283.61	1,283.61	18.88	5,515.39
	FIELDHOUSE TOTAL	25,000.00	.00	.00	.00	25,000.00
	BASEBALL SOFTBALL TOTAL	43,183.00	2,890.96	2,890.96	6.69	40,292.04
	YOUTH BASKETBALL TOTAL	11,390.00	.00	.00	.00	11,390.00
	VOLLEYBALL TOTAL	2,107.00	.00	.00	.00	2,107.00
	FLAG FOOTBALL TOTAL	6,095.00	.00	.00	.00	6,095.00
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	.00	.00	2,615.00
	CIRL TOTAL	2,000.00	166.08	166.08	8.30	1,833.92
	SOFTBALL TOURNAMENT TOTAL	28,769.00	12,413.52	12,413.52	43.15	16,355.48
	HISTORIC PRESERVATION TOTAL	6,000.00	.00	.00	.00	6,000.00
	OTHER CULTURE/RECREATION TOTA	1,983.00	.00	.00	.00	1,983.00
	CULTURE & RECREATION TOTAL	1,961,790.00	283,496.05	283,496.05	14.45	1,678,293.95
	ECONOMIC DEVELOPMENT TOTAL	507,508.00	.00	.00	.00	507,508.00
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	60,000.00	.00	.00	.00	60,000.00
	PLANNING & ZONING TOTAL	201,820.00	1,778.46	1,778.46	.88	200,041.54
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	10,000.00	.00	.00	.00	10,000.00
	LINCOLN HWY DAYS TOTAL	5,000.00	.00	.00	.00	5,000.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	25,700.00	.00	.00	.00	25,700.00
	COMMUNITY & ECONOMIC DEV TOTA	836,328.00	1,778.46	1,778.46	.21	834,549.54
	MAYOR/COUNCIL/CITY MGR TOTAL	13,720.00	1,320.76	1,320.76	9.63	12,399.24
	COUNCIL TOTAL	9,687.00	433.00	433.00	4.47	9,254.00
	CITY ADMINISTRATOR TOTAL	44,900.00	1,231.07	1,231.07	2.74	43,668.93
	CLERK/TREASURER/ADM TOTAL	504,496.00	48,061.00	48,061.00	9.53	456,435.00
	ELECTIONS TOTAL	3,000.00	.00	.00	.00	3,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	108,800.00	10,565.00	10,565.00	9.71	98,235.00
	CITY HALL/GENERAL BLDGS TOTAL	120,931.00	15,593.33	15,593.33	12.89	105,337.67
	TORT LIABILITY TOTAL	41,660.00	54,894.00	54,894.00	131.77	13,234.00-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	1,035.60	1,035.60	7.97	11,964.40
	GENERAL GOVERNMENT TOTAL	860,194.00	133,133.76	133,133.76	15.48	727,060.24
	CITYHALL/LIBRARY DEBT TOTAL	94,913.00	.00	.00	.00	94,913.00
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	.00	.00	178,600.00

CCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF YTD BALANCE	FISCAL YTD PERCENT EXPENDED	UNEXPENDED
	2019B CIP WORK TOTAL	569,600.00	.00	.00	.00	569,600.00
	DDCE WTR/WWT/STS DEBT TOTAL	669,300.00	.00	.00	.00	669,300.00
	DEBT SERVICE TOTAL	1,512,413.00	.00	.00	.00	1,512,413.00
	ROADS, BRIDGES, SIDEWALKS TOTA	3,600,000.00	457,936.50	457,936.50	12.72	3,142,063.50
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
	FIELDHOUSE TOTAL	8,500,000.00	.00	.00	.00	8,500,000.00
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	.00	.00	2,000.00
	CAPITAL PROJECTS TOTAL	12,132,000.00	457,936.50	457,936.50	3.77	11,674,063.50
	OTHER GENERAL GOVERNMENT TOTA	.00	1,968.71	1,968.71	.00	1,968.71
	WTR 2012C BOND TOTAL	462,200.00	.00	.00	.00	462,200.00
	WATER TOTAL	45,734.00	.00	.00	.00	45,734.00
	WATER-PLANT/PUMPS TOTAL	824,503.00	94,758.10	94,758.10	11.49	729,744.90
	WATER-LINES-INST & O&M TOTAL	99,077.00	7,149.17	7,149.17	7.22	91,927.83
	WATER ACCOUNTING TOTAL	342,473.00	31,414.94	31,414.94	9.17	311,058.06
	WASTEWATER PLANT TOTAL	722,094.00	79,535.57	79,535.57	11.01	642,558.43
	WASTSEWATER COLLECTION TOTAL	22,404,078.00	2,364,148.21	2,364,148.21	10.55	20,039,929.79
	WASTEWATER ACCOUNTING TOTAL	226,206.00	21,805.03	21,805.03	9.64	204,400.97
	LANDFILL/GARBAGE TOTAL	80,700.00	35,745.41	35,745.41	44.29	44,954.59
	STORM WATER TOTAL	35,900.00	74.61	74.61	.21	35,825.39
	ENTERPRISE FUNDS TOTAL	25,242,965.00	2,636,599.75	2,636,599.75	10.44	22,606,365.25
	TRANSFERS IN/OUT TOTAL	8,027,506.00	.00	.00	.00	8,027,506.00
	TRANSFER OUT TOTAL	8,027,506.00	.00	.00	.00	8,027,506.00
	TOTAL EXPENSES	53,836,826.00	3,789,049.04	3,789,049.04	7.04	50,047,776.96



CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 7/2021, FISCAL  
BUDGET  
ESTIMATE

1/2022  
MTD  
BALANCE

PCT OF FISCAL YTD  
YTD PERCENT  
BALANCE RECVD

Page 1  
OPER: KW  
8.3%  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	GENERAL TOTAL	4,080,633.00	1,034,499.11	1,034,499.11	25.35	3,046,133.89
	HOTEL MOTEL TOTAL	11,100.00	1.21	1.21	.01	11,098.79
	ROAD USE TAX TOTAL	955,424.00	106,339.86	106,339.86	11.13	849,084.14
	EMPLOYEE BENEFITS TOTAL	668,498.00	2,797.63	2,797.63	.42	665,700.37
	RUT CAPITAL TOTAL	200,500.00	11.69	11.69	.01	200,488.31
	EMERGENCY FUND TOTAL	74,619.00	291.64	291.64	.39	74,327.36
	LOCAL OPTION SALES TAX TOTAL	922,000.00	93,334.68	93,334.68	10.12	828,665.32
	TAX INCREMENT FINANCING TOTAL	1,220,485.00	4,255.78	4,255.78	.35	1,216,229.22
	LMI-SUBFUND TOTAL	67,487.00	.00	.00	.00	67,487.00
	RESTRICTED GIFTS TOTAL	30.00	.21	.21	.70	29.79
	CEMETARY CIP/LAND TOTAL	100.00	1.91	1.91	1.91	98.09
	LIBRARY TRUST TOTAL	8,750.00	1,524.72	1,524.72	17.43	7,225.28
	FIRE TRUST TOTAL	300.00	1.26	1.26	.42	298.74
	SCORE-UNDESIGNATED TOTAL	100.00	.41	.41	.41	99.59
	SCORE O&M TOTAL	5.00	.02	.02	.40	4.98
	NORTH STORY BASEBALL TOTAL	21,500.00	.25	.25	.00	21,499.75
	SENIOR CENTER TRUST TOTAL	150.00	.64	.64	.43	149.36

CCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 7/2021, FISCAL BUDGET ESTIMATE	1/2022 MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	FISCAL YTD PERCENT RECVD	8.3% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	1.37	1.37	.61	223.63
	ASSET FORFEITURE TOTAL	100.00	.88	.88	.88	99.12
	PARK OPEN SPACE TOTAL	23,950.00	1,200.67	1,200.67	5.01	22,749.33
	COLUMBARIAN MAINTENANCE TOTAL	220.00	280.30	280.30	127.41	60.30-
	TRAIL MAINTENANCE TOTAL	10,200.00	.47	.47	.00	10,199.53
	DANIELSON TRUST TOTAL	500.00	18.15	18.15	3.63	481.85
	LIB BLDG TRUST TOTAL	200.00	.01	.01	.01	199.99
	TREES FOREVER TOTAL	50.00	.33	.33	.66	49.67
	4TH OF JULY TRUST TOTAL	2,020.00	.30	.30	.01	2,019.70
	COMMUNITY BAND TOTAL	1,000.00	.06	.06	.01	999.94
	DEBT SERVICE TOTAL	1,538,991.00	2,395.91	2,395.91	.16	1,536,595.09
	CH CAMPUS PROJ TOTAL	.00	.04	.04	.00	.04-
	LIBRARY ADDITION TOTAL	100,747.00	667.72	667.72	.66	100,079.28
	SC/FIELDHOUSE TOTAL	8,500,000.00	10,636.10	10,636.10	.13	8,489,363.90
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	3.57	3.57	.01	34,996.43
	2019 CIP WORK TOTAL	.00	111.11	111.11	.00	111.11-
	CBD DOWNTOWN IMPR TOTAL	35,000.00	195.69	195.69	.56	34,804.31

CITY OF NEVADA  
REVENUE REPORT  
CALENDAR 7/2021, FISCAL  
BUDGET  
ESTIMATE

1/2022  
MTD  
BALANCE

PCT OF FISCAL YTD  
YTD PERCENT  
BALANCE RECVD

Page 3  
OPER: KW  
8.3%  
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 7/2021, FISCAL BUDGET ESTIMATE	1/2022 MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	8.3% UNCOLLECTED
	TRAIL CIP RESERVE PROJTS TOTA	67,749.00	22.78	22.78	.03 67,726.22
	PERPETUAL CARE TOTAL	3,800.00	820.00	820.00	21.58 2,980.00
	WATER TOTAL	2,332,927.00	72,649.98	72,649.98	3.11 2,260,277.02
	WATER DEPOSITS TOTAL	25,000.00	2,535.97	2,535.97	10.14 22,464.03
	WATER PLANT UPGRADE RSRV TOTA	201,000.00	78.91	78.91	.04 200,921.09
	WATER 2012C/2020B BOND TOTAL	462,200.00	.00	.00	.00 462,200.00
	WATER CAPITAL REVOLVING TOTAL	126,000.00	21.11	21.11	.02 125,978.89
	SEWER TOTAL	1,623,073.00	172,392.68	172,392.68	10.62 1,450,680.32
	SEWER CONSTRUCTION TOTAL	326,000.00	6,843.69	6,843.69	2.10 319,156.31
	SEWER CAP IMP PROJECT TOTAL	25,000,000.00	2,296,707.06	2,296,707.06	9.19 22,703,292.94
	SEWER EQUIP REVOLVING TOTAL	61,500.00	20.26	20.26	.03 61,479.74
	LANDFILL/GARBAGE TOTAL	68,650.00	6,269.17	6,269.17	9.13 62,380.83
	STORM WATER TOTAL	172,900.00	14,726.30	14,726.30	8.52 158,173.70
	REVOLVING FUND TOTAL	437,500.00	548.46	548.46	.13 436,951.54
	FLEX BENEFIT REVOLVING TOTAL	.00	1,654.19	1,654.19	.00 1,654.19-
	OTHER INTERNAL SERV FUND TOTA	2,000.00	22.32	22.32	1.12 1,977.68
	TOTAL REVENUE BY FUND	49,390,183.00	3,833,886.58	3,833,886.58	7.76 45,556,296.42



## RESOLUTION NO. 008 (2021/2022)

### A RESOLUTION APPROVING FISCAL YEAR 2021/2022 TRANSFERS

WHEREAS, the following transfers were scheduled in the FY2021/2022 budget and need to be completed:

FROM	TO	AMOUNT
Local Option Tax 121-910-6910	General Fund (Officer) 001-910-4830	\$100,000.00
Local Option Tax 121-910-6910	General Fund (Live HealthyIA) 001-910-4830	\$2,000.00
Local Option Tax 121-910-6910	General Fund (Scholarship for P&R) 001-910-4830	\$2,000.00
Local Option Tax 121-910-6910	General Fund (Comm Specialist) 001-910-4830	\$50,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Streets 113-910-4830	\$100,000.00
Local Option Tax 121-910-6910	Trail Maintenance 181-910-4830	\$10,000.00
Road Use Tax 110-910-6910	Equipment Revolving – Streets 113-910-4830	\$100,000.00
Water Utility 600-910-6910	2020B Bond, WT Revenue Bond 605-910-4830	\$462,150.00
Water Utility 600-910-6910	Water Equipment Revolving 607-910-4830	\$125,000.00
Water Utility 600-910-6910	WTR Plant Upgrade Reserve 602-910-4830	\$200,000.00
Wastewater Utility 610-910-6910	WWT Equipment Revolving 617-910-4830	\$60,000.00
Wastewater Utility 610-910-6910	WWT-SE Const (Nutrient Removal Pr) 615-910-4830	\$250,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Police 810-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Fire 810-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Library 810-910-4830	\$10,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Park 810-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Cemetery 810-910-4830	\$35,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Administration 810-910-4830	\$65,000.00
Local Option Tax 121-910-6910	Fieldhouse Equipment Revolving 810-910-4830	\$20,000.00

Storm Water Utility 740-910-6910	CBD Project, storm share 315-910-4830	\$25,000
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WHEREAS, it is necessary to complete the budgeted beginning year transfers for FY2021/2022; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorized the completion of these budgeted transfers on August 23, 2021 as scheduled for fiscal year 2021/2022 and that this resolution be made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 23<sup>rd</sup> day of August, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 008 (2021/2022) be adopted.

AYES:            —  
NAYS:            —  
ABSENT:         —

The Mayor declared Resolution No. 008 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 008 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23<sup>rd</sup> day of August, 2021.

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

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Item # 6A  
Date: 8/23/21

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE 1 OF 2

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

PROJECT:  
Central Business District Infrastructure Project

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

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

CONTRACT FOR Infrastructure Reconstruction  
CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$43,166.36	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
TOTALS		\$43,166.36	\$0.00

Net change by Change Orders \$43,166.36

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

CONTRACTOR: Con-Struct, Inc.

BY: [Signature] DATE: 8/17/2021

CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM ..... \$7,850,850.00
2. Net change by Change Orders ..... \$43,166.36
3. CONTRACT SUM TO DATE ..... \$7,894,016.36
4. TOTAL COMPLETED & STORED TO DATE ..... \$6,231,222.86  
(Column G on G703)
5. RETAINAGE:  
a. 5% of completed work ..... \$311,561.14  
(Column D + E on G703)  
b. 5% of stored material ..... \$0.00  
(Column F on G703)

6. TOTAL EARNED LESS RETAINAGE ..... \$5,919,661.71  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$5,532,436.01
8. CURRENT PAYMENT DUE ..... \$387,225.70
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$1,974,354.65  
(Line 3 less Line 6)

AMOUNT CERTIFIED ..... \$387,225.70  
(Attach explanation if amount certified differs from the amount applied for)

By: [Signature] Date: 8/17/2021  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.



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

Period Ending

[illegible]



41.	FIRE HYDRANT ASSEMBLY REMOVAL	EA	13	\$	5,250.00	\$	68,250.00	9.00	\$	47,250.00	3.00	\$	15,750.00	12.00	\$	63,000.00	\$	3,150.00	82.31%
42.	FIRE HYDRANT ASSEMBLY REMOVAL	EA	9	\$	1,800.00	\$	16,200.00	6.00	\$	10,800.00	1.00	\$	3,600.00	7.00	\$	12,600.00	\$	630.00	77.78%
43.	VALVE REMOVAL	EA	25	\$	750.00	\$	18,750.00	16.00	\$	12,000.00	2.00	\$	1,500.00	18.00	\$	13,500.00	\$	630.00	77.78%
44.	SANITARY MANHOLE, SW-301, 48"	EA	8	\$	4,100.00	\$	32,800.00	5.00	\$	20,500.00	2.00	\$	8,200.00	7.00	\$	28,700.00	\$	1,435.00	82.59%
45.	STORM MANHOLE, SW-401, 48"	EA	10	\$	3,900.00	\$	39,000.00	7.00	\$	27,300.00	1.00	\$	3,900.00	8.00	\$	31,200.00	\$	1,560.00	80.09%
46.	STORM MANHOLE, SW-401, 60"	EA	3	\$	5,200.00	\$	15,600.00	3.00	\$	15,600.00	0.00	\$	-	3.00	\$	15,600.00	\$	780.00	100.00%
47.	STORM MANHOLE, SW-401, 72"	EA	1	\$	6,300.00	\$	6,300.00	1.00	\$	6,300.00	0.00	\$	-	1.00	\$	6,300.00	\$	315.00	100.00%
48.	INTAKE, SW-501	EA	11	\$	3,400.00	\$	37,400.00	6.00	\$	20,400.00	2.00	\$	6,800.00	8.00	\$	29,400.00	\$	1,470.00	84.55%
49.	INTAKE, SW-505	EA	10	\$	5,000.00	\$	50,000.00	11.00	\$	55,000.00	0.00	\$	-	11.00	\$	55,000.00	\$	2,750.00	80.00%
50.	REMOVE MANHOLE	EA	34	\$	600.00	\$	20,400.00	28.00	\$	16,800.00	2.00	\$	1,200.00	30.00	\$	18,000.00	\$	900.00	82.24%
51.	REMOVE INTAKE	EA	12	\$	600.00	\$	7,200.00	10.00	\$	6,000.00	1.00	\$	600.00	11.00	\$	6,600.00	\$	330.00	91.67%
52.	PAVEMENT, PCC, 7 INCH	SY	3,066	\$	60.00	\$	183,960.00	2,882.00	\$	172,920.00	439.00	\$	26,340.00	3,321.00	\$	199,260.00	\$	9,963.00	106.32%
53.	PAVEMENT, PCC, 8 INCH	SY	17,434	\$	68.00	\$	1,185,512.00	15,055.00	\$	1,023,740.00	10.00	\$	680.00	15,065.00	\$	1,024,420.00	\$	51,221.00	84.11%
54.	PAVEMENT, PCC, 9 INCH	SY	3,117	\$	73.00	\$	227,541.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
55.	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	10,000.00	\$	10,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
56.	REMOVAL OF SIDEWALK	SY	6,591	\$	10.00	\$	65,910.00	5,976.00	\$	59,760.00	0.00	\$	-	5,976.00	\$	59,760.00	\$	2,988.00	50.67%
57.	REMOVAL OF DRIVEWAY	SY	1,178	\$	10.00	\$	11,780.00	721.00	\$	7,210.00	0.00	\$	-	721.00	\$	7,210.00	\$	360.50	61.21%
58.	SIDEWALK, PCC, 4 INCH	SY	197	\$	50.00	\$	9,850.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
59.	SIDEWALK, PCC, 4 INCH	SY	4,773	\$	60.00	\$	286,380.00	3,967.00	\$	238,020.00	30.00	\$	1,800.00	3,997.00	\$	239,820.00	\$	11,991.00	83.74%
60.	SIDEWALK, PCC REINFORCED, 5 INCH	SY	774	\$	65.00	\$	50,310.00	57.00	\$	3,705.00	0.00	\$	-	57.00	\$	3,705.00	\$	185.25	7.30%
61.	SIDEWALK, PCC REINFORCED, 6 INCH	SY	2,495	\$	120.00	\$	299,400.00	1,358.00	\$	162,960.00	97.00	\$	10,440.00	1,445.00	\$	173,400.00	\$	8,670.00	51.82%
62.	PAVER SIDEWALK WITH PAVEMENT BASE	SF	628	\$	50.00	\$	31,400.00	452.00	\$	22,600.00	0.00	\$	-	452.00	\$	22,600.00	\$	1,130.00	71.81%
63.	DETECTABLE WARNING	SY	1,007	\$	60.00	\$	60,420.00	460.00	\$	27,600.00	91.00	\$	5,460.00	551.00	\$	33,060.00	\$	1,653.00	54.72%
64.	DRIVEWAY, PAVED, PCC, 8 INCH	SY	3,500	\$	10.00	\$	35,000.00	147.00	\$	1,470.00	0.00	\$	-	147.00	\$	1,470.00	\$	73.50	4.00%
65.	GRANULAR SURFACING	SY	924	\$	140.00	\$	129,360.00	22,550.00	\$	183,600.00	259.00	\$	2,072.00	23,209.00	\$	185,672.00	\$	9,283.60	5.00%
66.	FULL DEPTH PATCHING, PCC/HMA	SY	24,873	\$	8.00	\$	198,984.00	73.61	\$	11,777.60	0.00	\$	-	73.61	\$	11,777.60	\$	588.88	31.41%
67.	PAVEMENT REMOVAL	EA	29	\$	420.00	\$	12,180.00	8.00	\$	3,360.00	0.00	\$	-	8.00	\$	3,360.00	\$	168.00	21.57%
68.	PAINTED PAVEMENT MARKINGS, DURABLE	EA	102	\$	160.00	\$	16,320.00	73.61	\$	11,777.60	0.00	\$	-	73.61	\$	11,777.60	\$	588.88	27.11%
69.	GROOVES CUT FOR PAVEMENT MARKINGS	EA	29	\$	210.00	\$	6,090.00	8.00	\$	1,680.00	0.00	\$	-	8.00	\$	1,680.00	\$	84.00	27.88%
70.	GROOVES CUT FOR PAVEMENT MARKINGS	LS	1	\$	50,000.00	\$	50,000.00	0.80	\$	40,000.00	0.00	\$	-	0.80	\$	40,000.00	\$	2,000.00	82.00%
71.	TEMPORARY TRAFFIC CONTROL	LS	75	\$	100.00	\$	7,500.00	42.00	\$	4,200.00	0.00	\$	-	42.00	\$	4,200.00	\$	210.00	50.00%
72.	SWAMP MANAGEMENT	LS	1	\$	5,000.00	\$	5,000.00	0.50	\$	2,500.00	0.00	\$	-	0.50	\$	2,500.00	\$	250.00	100.00%
73.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$	2.00	\$	400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
74.	REMOVAL OF SEDIMENT	LF	200	\$	1.00	\$	200.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
75.	INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$	200.00	\$	5,600.00	6.00	\$	1,200.00	0.00	\$	-	6.00	\$	1,200.00	\$	60.00	21.43%
76.	CONCRETE STEPS, TYPE A	EA	28	\$	30.00	\$	840.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
77.	MOBILIZATION	LS	195	\$	120.00	\$	23,400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
78.	TEMPORARY GRANULAR SIDEWALK	SY	500	\$	20.00	\$	10,000.00	0.70	\$	252,000.00	0.20	\$	72,000.00	95.00	\$	11,400.00	\$	570.00	44.72%
79.	TEMPORARY LONGITUDINAL CHANNELIZING	LF	6,204	\$	5.50	\$	34,122.00	1,793.00	\$	9,961.50	0.00	\$	-	1,793.00	\$	9,961.50	\$	493.08	26.90%
80.	CONCRETE WASHOUT	LS	1	\$	14,000.00	\$	14,000.00	0.25	\$	3,500.00	0.00	\$	-	0.25	\$	3,500.00	\$	350.00	50.00%
81.	REMOVAL OF LIGHT POLE	EA	75	\$	135.00	\$	10,125.00	67.00	\$	9,045.00	0.00	\$	-	67.00	\$	9,045.00	\$	452.25	86.32%
82.	REMOVAL OF CONCRETE FOUNDATION OF LIGHT POLE	EA	4	\$	1,600.00	\$	6,400.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
83.	NEW LIGHT POLE AND FOUNDATION	EA	79	\$	300.00	\$	23,700.00	64.00	\$	19,200.00	0.00	\$	-	64.00	\$	19,200.00	\$	960.00	81.01%
84.	INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	78	\$	7,800.00	\$	608,400.00	54.00	\$	421,200.00	0.00	\$	-	54.00	\$	421,200.00	\$	21,060.00	62.22%
85.	PAD-MOUNT LIGHTING CONTROL STATION	EA	2	\$	10,000.00	\$	20,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
86.	WALL-MOUNT LIGHTING CONTROL STATION	EA	1	\$	6,300.00	\$	6,300.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
87.	METER SOCKET	EA	1	\$	1,000.00	\$	1,000.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
88.	POWER OUTLET, PEDESTAL	EA	12	\$	2,000.00	\$	24,000.00	8.00	\$	16,000.00	0.00	\$	-	8.00	\$	16,000.00	\$	800.00	5.06%
89.	HANDHOLE - TYPE II	EA	13	\$	910.00	\$	11,830.00	1.00	\$	9,100.00	0.00	\$	-	1.00	\$	9,100.00	\$	455.00	19.67%
90.	CONDUIT - 1.5" PVC, TRENCHED	EA	3	\$	1,500.00	\$	4,500.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
91.	CONDUIT - 2" PVC, TRENCHED	LF	7,503	\$	7.00	\$	52,521.00	4,000.00	\$	28,000.00	0.00	\$	-	4,000.00	\$	28,000.00	\$	1,400.00	51.31%
92.	CONDUIT - 2.5" PVC, TRENCHED	LF	511	\$	7.00	\$	3,577.00	180.00	\$	1,260.00	0.00	\$	-	180.00	\$	1,260.00	\$	63.00	25.21%
93.	CONDUIT - 3" PVC, TRENCHED	LF	1,046	\$	8.00	\$	8,368.00	1,046.00	\$	8,368.00	0.00	\$	-	1,046.00	\$	8,368.00	\$	418.40	88.89%
94.	CONDUIT - 1.5" PVC, BORED	LF	450	\$	15.00	\$	6,750.00	200.00	\$	3,000.00	0.00	\$	-	200.00	\$	3,000.00	\$	150.00	30.00%
95.	CONDUIT - 2.5" PVC, BORED	LF	180	\$	25.00	\$	4,500.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	\$	-	0.00%
96.	CONDUIT - 3" GRS	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	\$	-	0.00%
104	WIRE - 1/2" #8 AWG, INSULATED	LF	21,530	\$	1.00	\$	21,530.00	14,000.00	\$	14,000.00	0.00	\$	-	0.00	\$	-	65.00%
105	WIRE - 1/2" #8 AWG, INSULATED	LF	5,612	\$	1.00	\$	5,612.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
106	WIRE - 1/2" #20 AWG, INSULATED	LF	1,335	\$	4.00	\$	5,340.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
107	WIRE - 1/2" #20 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
108	WIRE - 1/2" #20 AWG, INSULATED	LF	7,039	\$	7.00	\$	49,273.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
109	WIRE - 1/2" #20 AWG, INSULATED	LF	326	\$	9.00	\$	2,934.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
110	WIRE - 1/2" #8 AWG, BARE	LF	6,854	\$	1.00	\$	6,854.00	10,580.00	\$	10,580.00	0.00	\$	-	0.00	\$	-	154.25%
111	WIRE - 1/2" #8 AWG, BARE	LF	2,208	\$	1.00	\$	2,208.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
112	WIRE - 1/2" #2 AWG, BARE	LF	40	\$	2.00	\$	80.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
113	WIRE - 1/2" #2 AWG, BARE	LF	40	\$	3.00	\$	120.00	0.00	\$	-	0.00	\$	-	0.00	\$	-	0.00%
114	TEMPORARY CABLE - #10, #10, #2 ALUM	LF	300	\$	6.00	\$	1,800.00	300.00	\$	1,800.00	0.00	\$	-	0.00	\$	-	100.00%
115	TEMPORARY CABLE - #10, #10, #2 ALUM	LF	2,085	\$	7.00	\$	14,595.00	2,095.00	\$	14,595.00	0.00	\$	-	0.00	\$	-	100.00%
116	TEMPORARY LIGHT STRING ASSEMBLY	EA	4	\$	350.00	\$	1,400.00	4.00	\$	1,400.00	0.00	\$	-	0.00	\$	-	100.00%
117	INSTALL/REMOVE TEMPORARY SIDEWALK	EA	20	\$	200.00	\$	4,000.00	20.00	\$	4,000.00	0.00	\$	-	0.00	\$	-	100.00%
118	ADDITIONAL LONGITUDINAL CHANNELING	LS	1	\$	5,900.00	\$	5,900.00	1.00	\$	5,900.00	0.00	\$	-	0.00	\$	-	100.00%
119	REPAIR 10' STORM SEWER, CO #2	LS	1	\$	1,775.24	\$	1,775.24	1.00	\$	1,775.24	0.00	\$	-	0.00	\$	-	100.00%
120	ABANDON WATER MAIN, CO #2	LS	1	\$	7,141.36	\$	7,141.36	1.00	\$	7,141.36	0.00	\$	-	0.00	\$	-	100.00%
121	MATERIALS STORED ON-SITE - LIGHT POLES	EA	0	\$	5,500.00	\$	-	24.00	\$	132,000.00	0.00	\$	-	0.00	\$	-	100.00%
122	ADDITIONAL LANDSCAPING, CO #3	LS	1	\$	4,487.49	\$	4,487.49	1.00	\$	4,487.49	0.00	\$	-	0.00	\$	-	100.00%
123	SIDEWALK DRAIN TILE JUNE AT 6TH ST., CO #4	LS	1	\$	792.00	\$	792.00	1.00	\$	792.00	0.00	\$	-	0.00	\$	-	100.00%
124	WINDOW WELL CONC PAD, 931 6TH ST., CO #4	LS	1	\$	1,771.00	\$	1,771.00	1.00	\$	1,771.00	0.00	\$	-	0.00	\$	-	100.00%
125	ROCK LANDSCAPE AT 624 J AVE., CO #4	LS	1	\$	2,802.03	\$	2,802.03	1.00	\$	2,802.03	0.00	\$	-	0.00	\$	-	100.00%
126	LIGHT POLE BASE MOD. LA201 AND 202, CO #4	LS	1	\$	3,892.35	\$	3,892.35	1.00	\$	3,892.35	0.00	\$	-	0.00	\$	-	100.00%
127	REPLACE UNSUITABLE SOIL, CO #5	TONS	781	\$	18.70	\$	14,604.89	781.01	\$	14,604.89	0.00	\$	-	0.00	\$	-	100.00%
	TOTAL					\$	7,894,016.36		\$	5,823,616.86		\$	5,407,606.00		\$	6,231,222.86	
															\$	311,561.14	



RESOLUTION NO. 009 (2021/2022)

Resolution Declaring Intent to provide Economic Development Support to  
Development Project at 1133 6<sup>th</sup> Street

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

WHEREAS, Tom Richards (the "Developer") has proposed to undertake a commercial development project (the "Project") on the property (the "Property") situated at 1133 6<sup>th</sup> Street in the City; and

WHEREAS, the Project will include the renovation of the Historic storefront, tuckpointing, restrooms, roof, skylight, rear storefront façade, dividing the building into two rental spaces on the Property; and

WHEREAS, the Developer intends to make application to Main Street Iowa and the Iowa Economic Development Authority for Challenge Grant assistance to the Project, and this grant program requires a certain level of local government support for the applicant's project (the "Local Contribution Requirement"); and

WHEREAS, the Developer has requested that the City declare its intent to fulfill the Local Contribution Requirement and provide future fiscal support to the Project through (a) an economic development grant (the "Grant") in the amount of \$20,000 and (b) a TIF rebate arrangement over a period of five years and (c) Waiving of fees for permits and inspections for the selected property and encouraging staff to volunteer in the restoration efforts through the City's Wellness Program;

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

Section 1. The City hereby expresses its intent to support the Project in the future. The City will, in good faith, negotiate a Development Agreement with the Developer with respect to the Project, such proposed Agreement to minimally include the following terms:

A) The Developer will commit to undertaking the Project, investing a certain minimum amount of dollars into the Project and meeting certain performance benchmarks with respect to the completion, maintenance, use and operation of the Project; and

B) In order to satisfy the Local Contribution Requirement and to provide support to the Project, the City will agree to (i) fund a series of TIF rebate payments to the Developer over a period of five fiscal years, with each year's payment equal to a sliding scale rebate percentage of the available incremental property tax revenues from the Property as follows: Year one – 75%, Year 2 – 60%, Year 3 – 50%, Year 4 – 50% and Year 5 – 50%; and (ii) fund an economic development grant to the Developer during the construction of the Project equal to \$20,000. This amount is anticipated to not exceed \$30,000 and (iii) Waiving of fees for permits and inspections



for the selected property and encouraging staff to volunteer in the restoration efforts through the City's Wellness Program.

Section 2. The Mayor is hereby authorized to sign such documentation as may be reasonably requested by the Developer to show the City's support for the Project and the corresponding application for grant assistance, provided that such documentation is consistent with the terms of this Resolution.

Section 3. The City hereby agrees to use its best efforts to complete the statutory requirements of Chapter 403 of the Code of Iowa in order to amend its urban renewal plan and to authorize the Development Agreement. Both the City and the Developer acknowledge that the City's commitment in this Section is merely a present statement of intent and that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

Passed and approved August 23, 2021.

CITY OF NEVADA, IOWA

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

Attest:

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

....

Upon motion and vote, the meeting adjourned.

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

Attest:

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

ADOPT RESOLUTION OF INTENT

Nevada, Iowa

August 23, 2021

The City Council of the City of Nevada, Iowa, met on August 23, 2020, at 6:00 o'clock, p.m., at the Nevada City Hall Council Chambers, Nevada, Iowa for the purpose of considering a certain resolution of intent to provide economic development support.

The meeting was also available via Zoom, which was accessible at the following:  
<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQ9ML0ZOeEI0dz09>

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

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

Present: \_\_\_\_

Absent: \_\_\_\_.

The Mayor announced that resolution of intent to provide economic development support had been prepared, and that it was now necessary to give consideration to said resolution. Accordingly, Council Member \_\_\_\_ moved the adoption of the following resolution entitled "Resolution Declaring Intent to provide Economic Development Support to Development Project at 1133 6<sup>th</sup> Street," and the motion was seconded by Council Member \_\_\_\_\_. Following due consideration and discussion, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_

Nays: \_\_\_\_.

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

## Kerin Wright

---

**From:** Henry T. Corbin <director@mainstreetnevada.org>  
**Sent:** Thursday, August 19, 2021 10:15 AM  
**To:** Jordan Cook; Kerin Wright; Stephen R. Skaggs  
**Subject:** For Council Agenda  
**Attachments:** City support for Briggs Block.pdf; City Support for Gatherings Union Block.pdf; 2021 Iowa Challenge Grant proposal (6).pdf; Journal Building floor plans.pdf

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

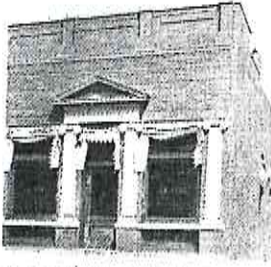
Hello Kerin and Jordan,

Here is our formal information for the council. Main Street Nevada is asking for City support of its latest application in the Iowa Challenge Grant. This year's project is the Journal building. The project outline shows the scope and plan for the project, including the plan for a rear facade to be installed on the building. In IEDA, and Main Street Iowa's latest visits they said this exact type of creative use is what they are hoping to encourage more communities to pursue in the coming years.

I will unfortunately not be in attendance for Monday's meeting but Main Street President Steve Skaggs will be present in my place. Let me know if you have any questions or thoughts.

Thank you,  
Henry Corbin





# THE JOURNAL BUILDING



2021 IOWA  
CHALLENGE GRANT  
PROPOSAL

(515) 382-6538  
WWW.MAINSTREETNEVADA.ORG





# 1133 6th Street

**Built: 1905**

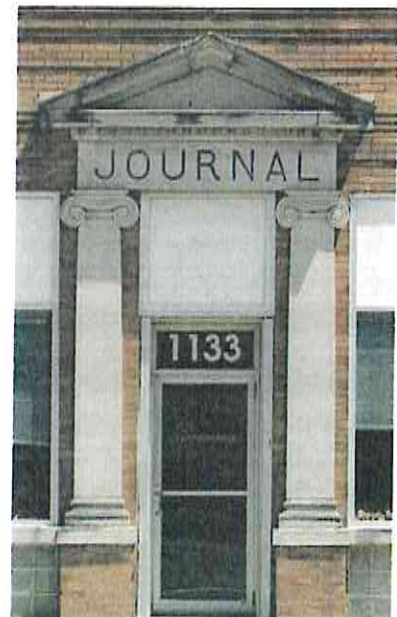
**Home to the Nevada Journal for over 90 years**

**Current use is financial services in the front of the building, and a carpentry shop in the rear of the building.**

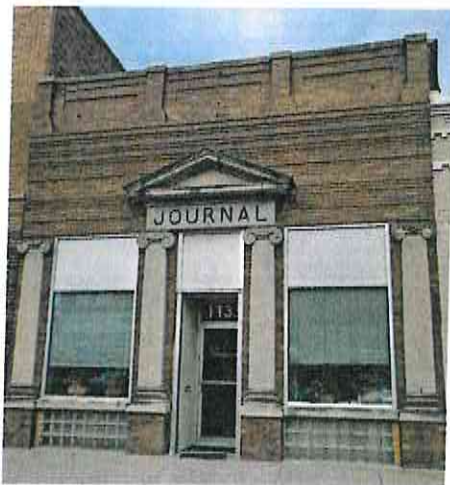
## BUILDING CONTEXT

**The building is a key contributing structure in the downtown Nevada National Register Historic District.**

**The front facade of the building is unique with four stone Ionic columns as key defining elements. Its historic association with the Nevada Journal newspaper, and the word "Journal" carved in stone above the entrance underscores its historic significance.**







**Building is currently occupied and in good condition. The front facade is largely intact with the exception of alterations to the window openings and entryway.**

## **CURRENT CONDITION**

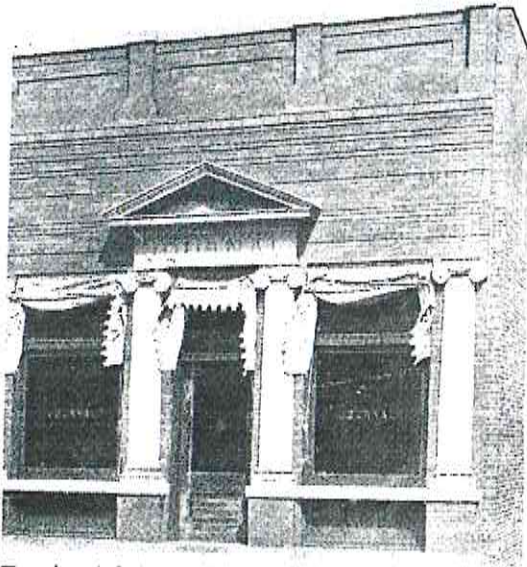


**In 1996 the rear portion of the building suffered a catastrophic collapse and was removed. The owner built a concrete block wall with the goal of someday turning it into another historically themed entrance.**

**The owner has continued to make improvements on the building attempting to develop a courtyard/parklet feel behind the Journal building**





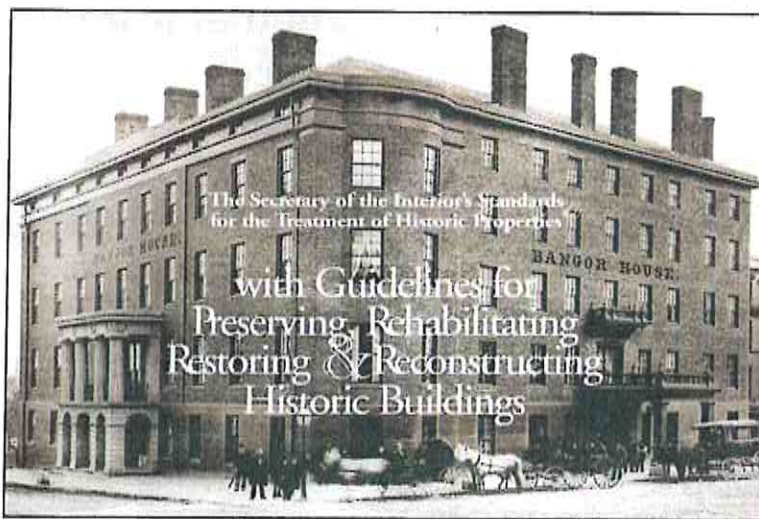


Early 1910's

- Historically accurate storefront glass and building entry
- Facade tuckpointing
- New restrooms
- New HVAC, and services
- Replacement of basement windows
- Replacement of building roof
- Reproducing the original skylight
- Creating a rear storefront facade
- Dividing the building into two rental spaces

## PROJECT SCOPE

All work on the Journal building will be done in compliance with the Secretary of the Interior's Standards for Historic Preservation, with the intent of using Historic tax credit programs.







**The project would include installation of a skylight similar to the original.**

**This skylight will illuminate a shared atrium, that will also send natural light to the basement space.**



## **PROJECT SCOPE CONTINUED**

**The rear facade of the building would be turned into a functional storefront. Parking and room for some green space is available behind the building.**





**2021 Iowa Challenge Grant  
\$100,000 Matching Grant open to only Main  
Street Iowa Communities.**

**In 2020 Nevada received a Challenge Grant to  
fund the Gatherings/ Union Block Project.**



## **FINANCES AND ASKS**

**\$100,000 Iowa Challenge Grant**

**\$100,000 Local Match**

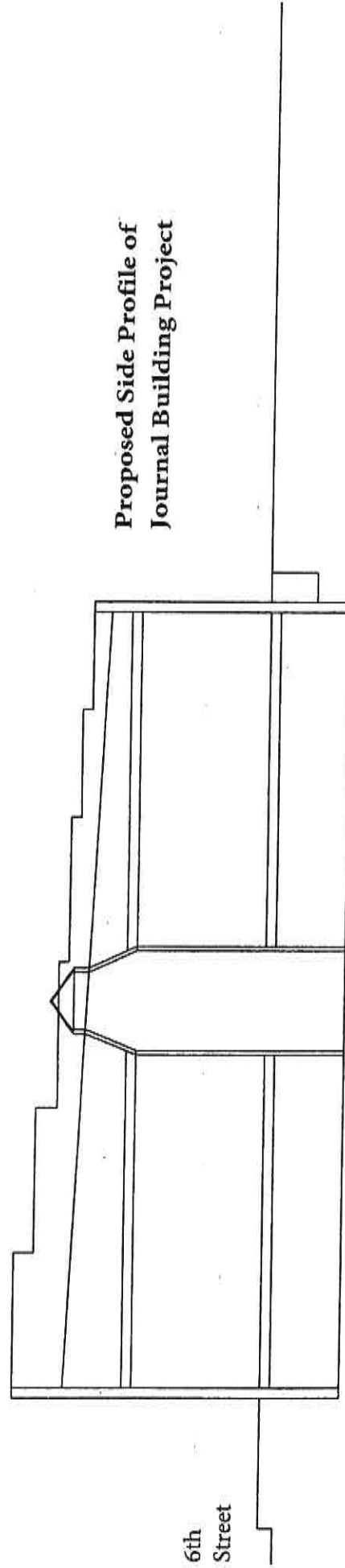
- **+\$80,000 Private funds**
- **Ask of the City of Nevada for a 20%**

**contribution following the example of the 2020  
Challenge grant and 2021 Catalyst Grant. Five year  
rebate agreement on the value of improvements,  
waiving of permit and inspection fees, and  
encouraging city staff to volunteer time on the  
project.**



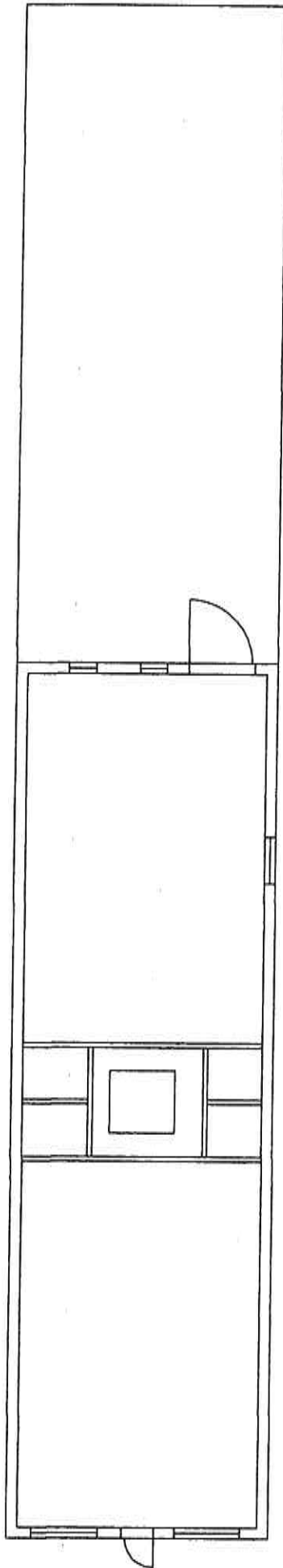
# Nevada Journal Building

Challenge Grant Applicant 2021



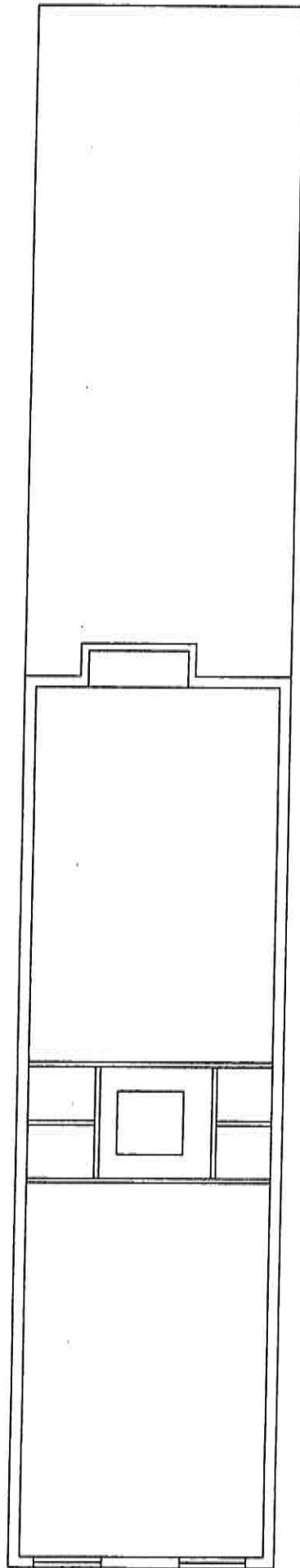
Proposed Side Profile of  
Journal Building Project

Prepared by Tom Richards



**Ground Floor Level  
Proposed Floor Plan**

Prepared by Tom Richards



**Basement Floor Level  
Proposed Floor Plan**

Prepared by Tom Richards



Item # 7B  
Date: 8/23/21

Resolution No. 010 (2021/2022)  
Fieldhouse CAT Support  
Page 1 of 2

**RESOLUTION NO. 010 (2021/2022)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA,  
FOR SUPPORT OF THE FIELDHOUSE AND SUBMISSION OF AN ENHANCE  
IOWA/COMMUNITY ATTRACTION AND TOURISM APPLICATION  
AND AUTHORIZE THE MAYOR TO SIGN**

WHEREAS, the City of Nevada is interested in improving recreational opportunities available to residents in the community; and

WHEREAS, the Fieldhouse Project has received overwhelming support from many residents and businesses in the community; and

WHEREAS, the planned Fieldhouse Project at SCORE Park will provide a variety of recreational facilities for use by area residents and will enhance the livability of the community; and

WHEREAS, an Enhance Iowa/Community Attraction and Tourism Application has been prepared to assist with the costs of the project; and

WHEREAS, the City Council of the City of Nevada desires to commit to additional project support in an amount up to \$707,698; the engineering estimate for project contingencies;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that the City supports the development of the Fieldhouse at SCORE Park complex and approves submission of an Enhance Iowa/Community Attraction & Tourism Application and authorizes the Mayor to sign the necessary documents for the submission. The City Council further pledges additional project support in an amount up to \$707,698 for any project contingencies.

Passed and approved this 23<sup>rd</sup> day of August, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 010 (2021/2022) be adopted.

AYES:           \_\_  
NAYS:           \_\_  
ABSENT:        \_\_

The Mayor declared Resolution No. 010 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 010 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23<sup>rd</sup> day of August, 2021.

ATTEST:

---

Kerin Wright, City Clerk



# State of Iowa

Alcoholic Beverages Division

Item # 70  
Date: 8/23/21

## Applicant

NAME OF LEGAL ENTITY

Nevada Jaaycees

NAME OF BUSINESS(DBA)

Nevada Jaycees

BUSINESS

(515) 460-1414

ADDRESS OF PREMISES

220 H Avenue

CITY

Nevada

COUNTY

Story

ZIP

50201

MAILING ADDRESS

1312 South G Avenue

CITY

Nevada

STATE

Iowa

ZIP

50201

## Contact Person

NAME

William Harrison

PHONE

(515) 460-1414

EMAIL

bharrison83@gmail.com

## License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

Class B Beer Permit

5 Day

EFFECTIVE DATE

EXPIRATION DATE

SUB-PERMITTS/PRIVILEGES

## Status of Business





# State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Sole Proprietor

## Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
William Harrison	Nevada	Iowa	50201	Board Member	100.00	Yes

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Illinois Union Insurance Company

Aug 27, 2021

Aug 31, 2021

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE

## License/Permit Type

License or Permit Type

Class B Beer Permit

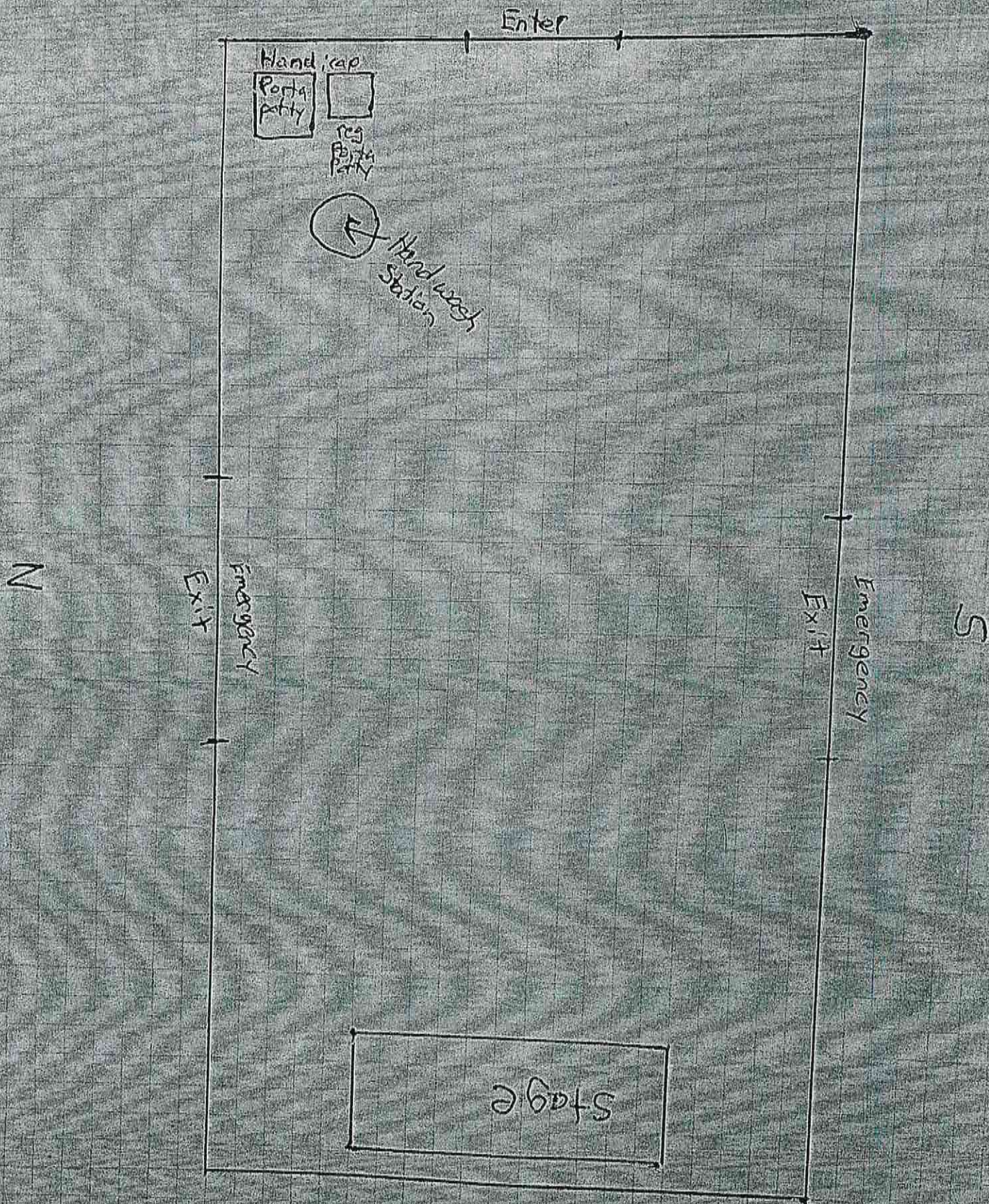
Length of License Requested (Choose one of the following):

5 Day

\*Tentative Effective Date

Aug 27, 2021







**ORDINANCE NO. 1019 (2021/2022)**

**AN ORDINANCE AMENDING CHAPTER 69 (PARKING REGULATIONS) OF THE  
CITY CODE TO ESTABLISH NO PARKING**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA:

SECTION 1. Chapter 69.08 (No Parking Zones) of the Code of Ordinances, which provides that "No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal", is amended with the following language:

**70. The north side of K Avenue from ~~First (1<sup>st</sup>) Street to Second (2<sup>nd</sup>) Street~~ the intersection with First (1<sup>st</sup>) Street to a point 155 feet east as measured along the centerline of K Avenue from the intersection of the centerlines of K Avenue and First (1<sup>st</sup>) Street.**

**71. The north side of J Avenue from ~~First (1<sup>st</sup>) Street to Second (2<sup>nd</sup>) Street~~ the intersection with First (1<sup>st</sup>) Street to a point 155 feet east as measured along the centerline of J Avenue from the intersection of the centerlines of J Avenue and First (1<sup>st</sup>) Street.**

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section or provision of this ordinance shall be adjudicated invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudicated invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in effect after its passage and publication as provided by law.

Passed and approved this 23<sup>rd</sup> day of August, 2021.

Passed and approved this \_ day of \_, 2021.

Passed and approved this \_ day of \_, 2021.

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

Attest:

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

1<sup>st</sup> Reading – August 23, 2021

Motion by Council Member \_\_, seconded by Council Member \_\_, to adopt the first reading of Ordinance No. 1019.

AYES:                    —  
NAYS:                   —  
ABSENT:               —

2<sup>nd</sup> Reading – \_\_

Motion by Council Member Ray Schwichtenberg, seconded by Council Member Andrew Kelly, to approve the second reading of Ordinance No. 1019.

AYES:                    —  
NAYS:                   —  
ABSENT:               —

3<sup>rd</sup> Reading – \_\_

Motion by Council Member \_\_, seconded by Council Member \_\_, to approve the third reading of Ordinance No. 1019.

AYES:                    —  
NAYS:                   —  
ABSENT:               —

The Mayor declared Ordinance No. 1019 (2021/2022) was passed on the \_\_ day of \_\_, 2021.

I certify that the foregoing was published as Ordinance No. 1019 (2021/2022) on the \_\_ day of \_\_\_\_\_, 2021.

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Kerin Wright, City Clerk

**RESOLUTION NO. 011 (2021/2022)**

**A RESOLUTION APPROVING JOHNSON CONTROLS SERVICE AGREEMENT TO  
PROVIDE INSPECTION OF FIRE ALARM SYSTEM AT CITY HALL**

WHEREAS, The City of Nevada performs annual Fire Alarm inspection at the City Hall building at 1209 6<sup>th</sup> Street; and

WHEREAS, Johnson Controls has provided those services in the past; and

WHEREAS, the City of Nevada desires to continue to engage Johnson Controls, to perform the annual inspection for the City Hall building; and

WHEREAS, Johnson Controls, has provided the attached Service Agreement Renewal; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Johnson Controls Service Agreement Renewal (Exhibit attached) between the City of Nevada and Johnson Controls. City Clerk is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 23<sup>rd</sup> day of August, 2021.

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

ATTEST:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 011 (2021/2022) be adopted.

AYES:            -  
NAYS:           -  
ABSENT:        -

The Mayor declared Resolution No. 011 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 011 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23<sup>rd</sup> day of August, 2021.

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





Johnson Controls Fire Protection LP  
14200 E. Exposition Ave  
Aurora, CO 80012  
866-275-5189 Ext: 1052976 Fax : 303-306-4520  
johnsoncontrols.com

### Service Agreement Renewal

Single or Multi - Site Renewal:	Single	Salesperson:	Ship To Address:	Nevada City Hall 1209 6th St Po Box 530 NEVADA STORY IA 50201-0530 United States
Contract Number:	964754	John Streitenberger	Bill To Address:	Nevada City Hall 1209 6th St Po Box 530 NEVADA STORY IA 50201-0530 United States

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

Contract Dates: 9/1/2021 - 8/31/2024

Scope of Service: See Contract Details on Page 2 & 3

Total Annual Amount: \$ 467.25

Renewal Requirements: Customer Requires New Service Agreement

Billing Frequency: Annual

#### Customer Acceptance

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer Name

JOHNSON CONTROLS FIRE PROTECTION LP

By:

X

By:

X

Name:

Name:

John Streitenberger

Date:

Date:

Title:

Title:

ICCR

Email:

Email:

[john.streit@jci.com](mailto:john.streit@jci.com)

PO:

License #:





\* We recently upgraded our Service Plan offerings to provide additional benefits to our customers. Below is a summary of the upgrades made to the Service Plan offerings.

Previous Plan (Fire Alarm)	Previous Plan Includes	Upgraded Plan	Upgraded Plan Includes
<b>Silver</b>	<ul style="list-style-type: none"> <li>• Test &amp; Inspection</li> <li>• PDF Inspection Reporting</li> <li>• No Labor Discount</li> </ul>	<b>Essential</b>	<ul style="list-style-type: none"> <li>• Test &amp; Inspection</li> <li>• Xaap Electronic Inspection reporting</li> <li>• 10% Labor Discount</li> <li>• Customer Portal</li> </ul>
<b>Gold Labor</b>	<ul style="list-style-type: none"> <li>• Test &amp; Inspection</li> <li>• Labor Coverage</li> <li>• No Parts Discounts</li> <li>• No Labor Discount for services not covered</li> <li>• PDF Inspection Reporting</li> </ul>	<b>Enhanced</b>	<ul style="list-style-type: none"> <li>• Test &amp; Inspection</li> <li>• Labor Coverage &amp; Panel Parts Coverage</li> <li>• 15% Labor Discount for services not covered under contract (i.e. Acts of Nature, Faulty Wiring, Moves/Adds/Changes, User Abuse &amp; Vandalism)</li> <li>• Xaap Electronic Inspection Reporting</li> <li>• Battery Replacement Option (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.)</li> <li>• Remote Service Support</li> <li>• Smoke Detector Cleaning</li> <li>• Sensitivity Testing (non - addressable panels)</li> <li>• Customer Portal</li> </ul>
<b>Platinum</b>	<ul style="list-style-type: none"> <li>• Test and Inspection</li> <li>• System Labor Coverage</li> <li>• System Parts Coverage</li> <li>• Peripheral Part Replacement Coverage</li> <li>• EIR/PDF Inspection Reporting</li> <li>• No Discounts for services not covered under contract</li> </ul>	<b>Expert</b>	<ul style="list-style-type: none"> <li>• Test &amp; Inspection</li> <li>• System Labor Coverage</li> <li>• System Parts Coverage</li> <li>• Peripheral Part Replacement Coverage</li> <li>• Xaap Electronic Inspection Reporting</li> <li>• 20% Discount for services not covered under contract</li> <li>• Battery Replacement Coverage (batteries are replaced every 3 years per manufacturer's specification. Excludes additional replacements.)</li> <li>• Remote Service Support</li> <li>• Smoke Detector Cleaning</li> <li>• Customer Portal</li> </ul>



## TERMS AND CONDITIONS

1. **Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

2. **Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Failure to make payment when due will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services, terminate or suspend any unpaid software licenses, and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

3. **Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY.** To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of

Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

9. **Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. **Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. **System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are

intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Remote Service.** If Customer selects Remote Service, Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

**17. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

**F. Communication Facilities.**

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement.



(referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

G. **Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. **COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.**

H. **Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

18. **Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Rev. 4/20

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

19. **Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. **Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. **Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. **Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. **Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. **Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. **Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

26. **Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. **No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

28. **Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this



Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. One-Year Limitation on Actions; Choice of Law.** No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**30. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**31. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**32. Headings.** The headings in this Agreement are for convenience only.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**35. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**36. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



# 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



Date: Monday, August 9<sup>th</sup>, 2021

Raymond Reynolds  
Director of Fire & EMS  
935 Lincoln Highway  
Nevada, Iowa 50201

## **Reference: House Burn at 133 W. E Avenue Road Closure Request**

Dear Ray,

The Nevada Fire Department {NFD} is requesting permission to shut down and close the road on E Ave on August 22<sup>nd</sup>, 2021, to conduct a house burning. This will take place at 153 E Ave. As required, the Iowa Department of Natural Resources (DNR) has been provided the asbestos report and a burn permit has been submitted.

To do this safely, the NFD is requesting road closure on E Avenue. A "Road Closed" sign should be placed at the intersection of W E Avenue at W 3<sup>rd</sup> Street (S-14). Additionally, barricades should be placed east of the easternmost driveway of the First Christian Church, 250 W E Avenue. Road Closed barricades are to be placed at Highview Street.

Make contact with the First Christian Church so they are aware of the activities of the NFD. While it is unlikely the house burn will directly affect the activities of the church, gawkers may park in the church parking lot which may limit people attending worship services.

Please make an effort to inform the neighbors of this event around 153 E Avenue. While in person would be preferred, a letter providing the information and point of contact will suffice.

This event is scheduled to begin at 8:00am. Conclusion is approximated to be about 3:00pm. The roadway is to be opened as soon as practical.

## **Request is Approved**

Contact Nevada Streets Superintendent Joe Mousel about the use of barricades and placement. In the past barricades are normally placed near the locations requested, but you will be responsible to put them up prior to the event, and take them down afterwards. Please be sure to advise Mr. Mousel when his department can pick up the barricades.

As you and I have discussed in the past, this is another opportunity to train and educate your staff. I appreciate you taking the time and making the effort in taking advantage of these events. If you have any other questions please see me.

Respectfully,

  
Ricardo Martinez II  
Public Safety Director  
Chief of Police

Cc: Jordan Cook, Nevada City Administrator  
Jeremy Rydl, Nevada Public Works Director  
Joe Mousel, Nevada Streets Superintendent  
Command Staff NPSD  
Mayor/City Council



# 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



## MEMORANDUM

**TO:** Public Safety Director Ric Martinez  
**FROM:** Ray Reynolds, Director of Fire and EMS  
**REF:** House Burn at 133 W. E Avenue road closure request  
**DATED:** August 9, 2021

The Nevada Fire Department is requesting permission to shut down and close the road on E Ave on August 22<sup>nd</sup>. The house is located at 153 E Ave. The fire department requests road closed barricades be placed on the grass near the east drive of the church located at S-14 and E Ave and in the ditch near Highview Street.

We anticipate having the road closed from 8:15am until approximately 3pm when we can scale back as we get the house to the ground. Probably not a bad idea to put something near 4<sup>th</sup> and E indicating the road is closed ahead so cars can turn around before getting up to Highview.





# 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



Dated: Friday, August 13<sup>th</sup>, 2021

Kathy Pettinger, Block Party Coordinator  
First United Methodist Church  
1036 7<sup>th</sup> Street  
Nevada, Iowa 50201  
O: 515-382-6536  
C: 515-291-7747

## Re: Request for Street & Alley Closure

Dear Kathy,

On Wednesday, August 4<sup>th</sup>, 2021, Nevada Public Safety Department received your request for a block party, a map, and request to close an alley and street. The First United Methodist Church would like to hold their annual party from 2:00pm to 6:30pm on Sunday, August 22<sup>nd</sup>, 2021. This time frame would include set up, tear down, and the event itself. To facilitate this, you are requesting to close the 1000blk of 7<sup>th</sup> Street, in front of the First United Methodist Church, between J Avenue and K Avenue; you are also requesting the closing of the alley adjacent to your parking lot. This would be the southern half of the alley between 6<sup>th</sup> Street & 7<sup>th</sup> Street.

**Your request is Approved.**

### You are required to allow access for emergency services

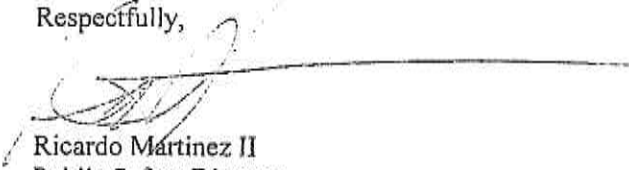
Please let your neighborhood and businesses in the area made aware of this. It makes for better relationships and fewer complaints. Personal contact is best, but if not possible, a note with details and contact information should be provided. No Parking signs are available at the Nevada Public Safety Department; there is no cost to these signs. You may pick them up at the police station. You will need to secure them to post along the street.

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

Should you need any additional barricades, cones, or equipment to facilitate your event contact Nevada Street Superintendent Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

With the cancellation of about everything last year, your event will most likely have many partakers. Thank you for all the time you and your staff put in to make this happen. If you have any questions or concerns please contact me.

Respectfully,

  
Ricardo Martinez II  
Public Safety Director  
Chief of Police

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

August 4, 2021


Ricardo Martinez II  
Public Safety Director  
Chief of Police  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

Mr. Martinez:

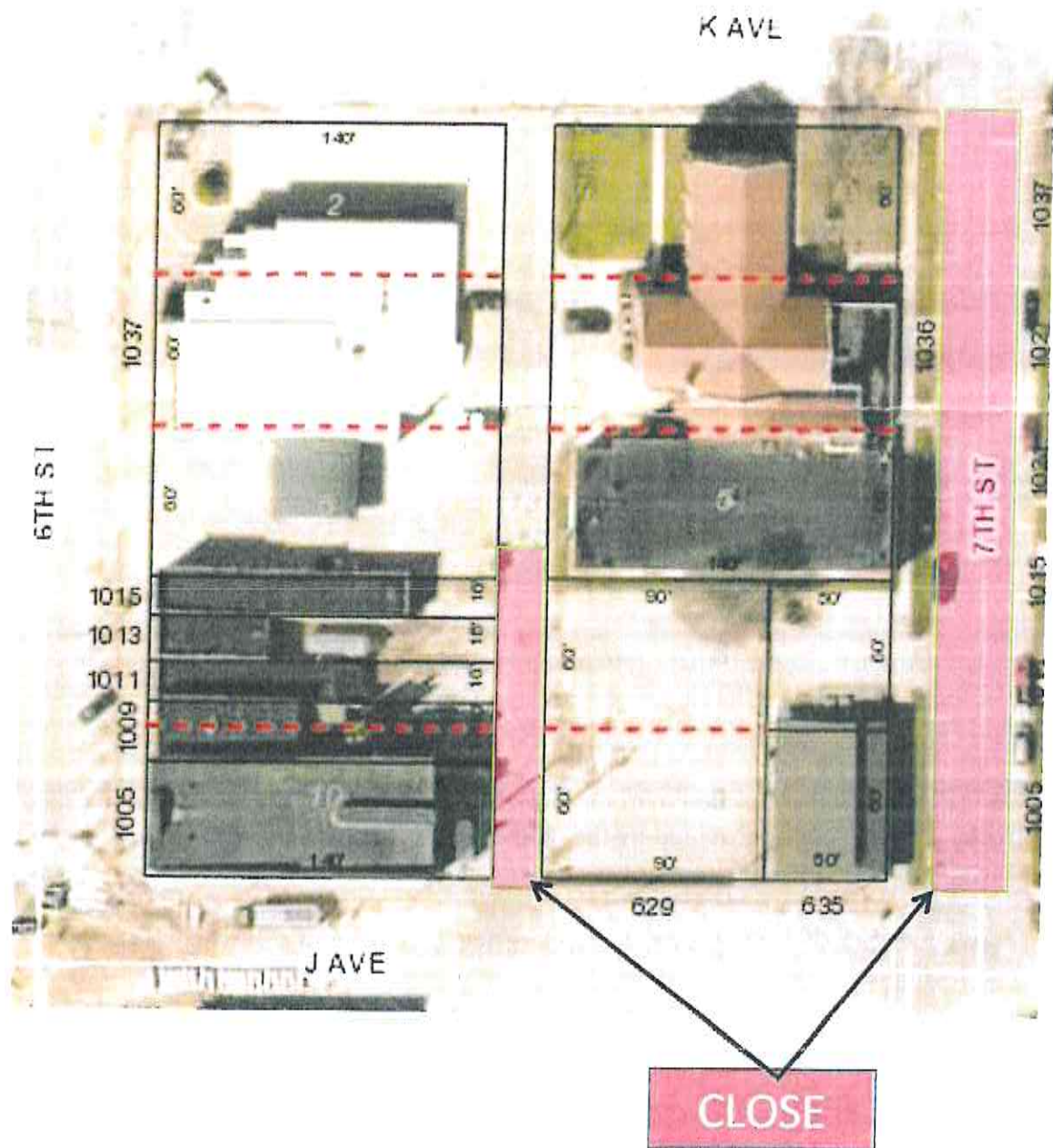
On Sunday, August 22, 2021, the First United Methodist Church will hold their annual Block Party in the church parking lot south of the building. Previously, we have been given permission from the police department to close off the southern half of the alley on the west of the lot and 7<sup>th</sup> Street in front of FUMC for safety reasons. (Please see the attached map for our request to close off these portions of the street.) Parking cones provided by the church and street barricades borrowed from the chamber are used. Hours for the set-up and event are 2:00 to 6:30.

Please give me (515-291-7747) or the church office (382-6536) a call when the approval is granted.

Thank you,



Kathy Pettinger  
515-291-7747  
Block Party Coordinator







# 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



Date: Thursday, August 12<sup>th</sup>, 2021

Steve Skaggs  
President, Main Street Nevada  
1117 H Avenue  
Nevada, IA 50201  
C: 402-414-1608  
E: [SkaggsS@almaco.com](mailto:SkaggsS@almaco.com)

## Ref: 2021 Lincoln Highway Days Celebration and Parade

Dear Steve:

On Tuesday, July 20<sup>th</sup>, 2021, your email with a letter requesting approval for the Lincoln Highway Days {LHD} parade and festivities arrived. On this same date a reply with several questions were included. No response to that email has been received. Since that time some of these questions have been answered with the approval of the Jaycee's Beer Garden and the 5K Dash.

Lincoln Highway Days Parade and Celebration will be Saturday, August 28<sup>th</sup>, 2021. This event will happen at the Story County Fairgrounds. The Lincoln Highway Days Committee is requesting road closures for the parade. In conjunction to this, the Lincoln Highway 5K Dash also requested some road closures for the run which begins at 9:00am. Approval for the run has been forwarded to Dane Nealson. The parade will take place starting at 10:00am. The parade route will be as follows:

- The LHD Parade will head west from 15<sup>th</sup> Street on Lincoln Highway. At 8<sup>th</sup> Street, the parade will turn south (left) to K Avenue. At K Avenue, the parade will turn west (right) to 4<sup>th</sup> Street. At 4<sup>th</sup> Street, the parade will turn north (right) to Lincoln Highway. At Lincoln Highway, the parade will head west (left) to 1<sup>st</sup> Street. At 1<sup>st</sup> Street, the parade will turn south (left). The parade concludes and disburses at I Avenue.

Parade road closures are as follows:

- Street Closure at 9:45am; parade starts at 10:00am
- Close Lincoln Highway at 19<sup>th</sup> Street (at 9:00 to allow parade assembly)
- Close Lincoln Highway between W 1<sup>st</sup> Street to 15<sup>th</sup> Street
- Close 8<sup>th</sup> Street from Lincoln Highway to K Avenue
- Close K Avenue from 8<sup>th</sup> Street to 4<sup>th</sup> Street
- Close 4<sup>th</sup> Street from K Avenue to Lincoln Highway
- Close W 1<sup>st</sup> Street at Lincoln Highway
- Close 1<sup>st</sup> Street between Lincoln Highway and I Avenue
- Close W I Avenue from Sampson Drive to 2<sup>nd</sup> Street
- Close I Avenue at 2<sup>nd</sup> Street

An Officer will set up barricades for eastbound traffic at Sampson Drive on I Avenue at or around 9:00am for the 5K Dash. An Officer will be assigned to W 1<sup>st</sup> Street and Lincoln Highway for traffic control; barricades will be needed at this location. These barricades will be set up at about 9:00am in anticipation of the 5K Dash as well. The Officer assigned to this location will put them up.

There will be two (2) Officers at the end point of the parade to aid in disbursal of the parade partakers. These participants will be directed to turn east or west on I Avenue.

Make contact with the Postmaster and let them know of this event, the road closure, and time frame. A Police escort will be provided to lead the parade. The Officer will be at the start at 9:45am and remain to the end at I Avenue and 1<sup>st</sup> Street; however, if an exigent situation arises the Officer may need to break from the parade.

### **Parade route is Approved**

In regards to the Tractor and Car Show, the Lincoln Highways Days Committee is requesting 6<sup>th</sup> Street to be closed from J Avenue to Lincoln Highway. This is to allow for a Tractor and Car Show. The road closing will be from 8:00am and end at 4:00pm.

The road closure will be at the north side of the intersection of J Avenue and 6<sup>th</sup> Street. The north end of the closure will be closed because of road construction at Lincoln Highway. Arrangements need to be made to place barricades on the east and west side of K Avenue to stop traffic from entering.

### **Tractor and Car Show Closure is Approved**

The Lincoln Highways Days Celebration will be held at the Story County Fairgrounds this year. This event is to begin at about 8:00am and conclude no later than 12:00am, midnight. To assist the events of the day, the LHD Committee is requesting the following:

- ✦ Close 1<sup>st</sup> Street between H Avenue and I Avenue
- ✦ Close 2<sup>nd</sup> Street between G Avenue and H Avenue
- ✦ Close H Avenue between 1<sup>st</sup> Street and 2<sup>nd</sup> Street
- ✦ Close G Avenue between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street, barricades placed west of 225 G Avenue

You are requesting limited parking on 2<sup>nd</sup> Street from H Avenue to I Avenue; restricted parking on H Avenue from 2<sup>nd</sup> Street to 3<sup>rd</sup> Street. You will be allowed to post "NO PARKING SIGNS" on the west side of 2<sup>nd</sup> Street. This will restrict parking to the east side of the street only. On H Avenue, "NO PARKING SIGNS" may be placed on the south side of the street. This will restrict parking to the north side of the street only. NO PARKING SIGNS are available at the Nevada Public Safety Department at no cost. It is your responsibility to post these signs in advance of your event. Vehicles parking in this restricted area after the signs are posted are likely to be ticketed and subject the vehicle to be towed. Please contact your neighbors which will be affected by the restricted parking. It will make for better relationships with the neighborhood and will reduce complaints and potential issues.

### **Street closures are Approved**

The Nevada Public Safety Department will require the following:

- ❖ Post No Parking Signs on the south side of the 100 blk of H Avenue
- ❖ Post No Parking Signs on the north side of the blocks between 2<sup>nd</sup> Street and 5<sup>th</sup> Street on J Avenue
- ❖ Post No Parking Signs on the north side of the blocks between 2<sup>nd</sup> Street and 4<sup>th</sup> Street on K Avenue

**YOU MUST ALLOW ACCESS FOR EMERGENCY  
VEHICLE TRAFFIC IF NECESSARY**

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

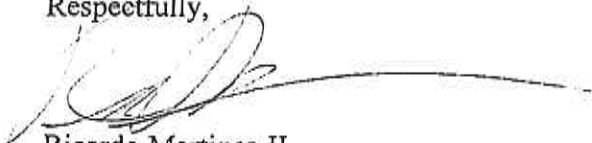
I strongly suggest you contact businesses and residents affected by these closures. This is particularly significant if there is a scheduled event taking place at the Community Building during this same time period. Parking access will be a priority for everything taking place in such close proximity of each other.

Personal contact is always best, but if not possible, a note with details and contact information should be provided. The Nevada Public Safety Department has "No Parking" signs which will be provided to you at no cost. You may acquire signs at the police station. Call ahead for the number of signs needed so they are ready. You will need to secure them to post along the street.

Contact Nevada Street Superintendent Joe Mousel should you need any additional barricades, cones, or equipment to facilitate your event. Mr. Mousel can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

The Lincoln Highways Days Celebration and Parade is an event the community looks forward to each year. This year's festivities will be even more anticipated since it was cancelled last year. It is likely you will see a significant increase in attendance. It is always a challenge in coordinating such an event, which is made even greater with the road construction taking place. Thank you and thank you to your committee for your dedication, time, and effort in organizing this. I am sure it will be well worth the effort. Should you have any questions please let me know.

Respectfully,



Ricardo Martinez II  
Public Safety Director  
Chief of Police

Cc: Jordan Cook, Nevada City Administrator  
Jeremy Rydl, Nevada Public Works Director  
Joe Mousel, Nevada Streets Department Superintendent  
Command Staff NPSD  
Mayor, City Council



July 20, 2021

Mayor, City Administrator, & Police Chief  
1209 6th Street  
Nevada, IA 50201



RE: City Street Closings for Lincoln Highway Days on August 28, 2021

The Lincoln Highway Days Committee requests your support and approval of the following:

- A. The Parade route will be slightly different this year due to the downtown infrastructure project.
  - a. A map has been included for your review
- B. Street Closures & No Parking Signage:
  - a. **8/28 from 9:00 AM until the end of the parade for LHDash and Parade**
    - i. Close Lincolnway from 1st Street to 15th Street
    - ii. Close 8th Street from K to L Avenue
    - iii. Close K Avenue from 4th to 8th Street
    - iv. Close 4th Street from K to L Avenue
    - v. Partial lane closure on the North Side of I Avenue from the trail to 1<sup>st</sup> Street and West Side of 1<sup>st</sup> to Lincoln for the Dash.
    - vi. No Parking between Sampson Dr. & 2<sup>nd</sup> Street to allow for exiting parade route
    - vii. The RUN United Board has volunteers and cones for the LHDash.
  - b. **8/28 from 8:00 am until 4pm for the Tractor Show and Car Show**
    - i. Close 6th street from J to L Avenue
  - c. **8/28 from 8:00 am until midnight for events at the Story County Fairgrounds**
    - i. Close 1st Street between H & I Avenue
    - ii. Close 2nd Street between G & I Avenue
    - iii. Close G Avenue between 2nd & 3rd Street
    - iv. Close H Avenue between 2nd & 3rd Street
- C. Other requests regarding the parade:
  - a. Patrol car blocking 19th Street & L Avenue starting at 9am
  - b. One Officer at 15th & L Avenue to lead the parade
  - c. Help direct traffic at 1st and L Avenue toward the end of the parade
  - d. Assistance at West 1st & L, 1st & L and 1st & I Avenue

The Lincoln Highway Days Committee wishes to express their gratitude and appreciation for all the assistance you have given this event. If you have any concerns, please contact us at [contact@lincolnhighwaydays.org](mailto:contact@lincolnhighwaydays.org). Thank you for your consideration.

Sincerely,

Steve Skaggs - President, Main Street Nevada







# 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

Date: Monday, August 9<sup>th</sup>, 2021

Jon Augustus & Billy Harrison  
P. O. Box 284  
Nevada, Iowa 50201  
C: Jon Augustus - 712-830-3511  
E: [jona@kockler.com](mailto:jona@kockler.com)

## **Ref: 2021 Lincoln Highway Days Beer Garden**

Dear Jon & Billy:

Thank you for your email & letter dated Wednesday, July 28<sup>th</sup>, 2021, requesting on behalf of the Jaycee's, to host a beer garden at the Story County Fairgrounds during Lincoln Highway Days. The beer garden is to be located at the Bob Williams Pavilion, also known as the Horse Arena. The event is to take place on Saturday, August 28<sup>th</sup>, 2021. This event is scheduled to begin at 6:00pm and last until 12:00am Midnight. You anticipate the beer tent will be empty at midnight.

In addition to hosting the Beer Garden, you are requesting to have two (2) individual Beer Sales Locations independent of the Beer Garden. Beer sales at these locations will start at 11:00am and conclude at 10:00pm. As we have discussed, at least one of the locations is required to have seating for a minimum of twenty-five (25) people. On the map you have provided you are electing to have seating near location A, which is in the vicinity of the Williams Pavilion.

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

- A map of the dimensions of the beer garden is on file and approved with the City of Nevada
- No Parking of vehicles north of the Bob Williams Pavilion, up to and including the south side of the access road
- All Fire Inspections requirements are met and approved by the Director of Fire and EMS
- Licensing and approval from the Alcohol Beverage Division (ABD) is in place
- Current Dram Shop Insurance is in place and filed with ABD and the City of Nevada
- Allow Emergency traffic access if necessary
- Advance payment for Police Services of the event

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

Two NPSP Officers are required at the beer garden. Officers are required to be at the event thirty (30) minutes prior to the start of the event. In this case, 5:30pm. Officers will remain on scene unless required to respond to an emergency situation. The cost of Police Services is \$55 per hour per Officer with a two hour minimum; total cost in this case is \$710.00 (2 Officers X 6.5hrs X \$55 per hour)

Officers are not required at the two Beer Sales locations.

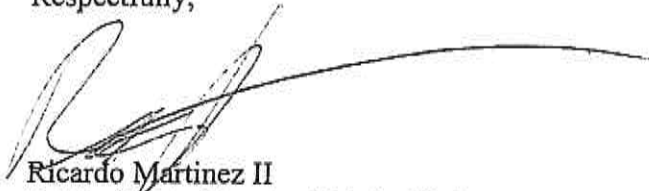
You are responsible for obtaining any liability insurance necessary to protect you against any claims brought in connection with this event. The City of Nevada is not liable for any injuries or claims made by participants.



Should you need street barricades, cones, or any other items please contact Nevada Street Department Superintendent Joe Mousel between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment. It is your responsibility to make these arrangements.

Because of the COVID-19 pandemic and not having a Lincoln Highway Days celebration in 2020, I suspect you will have a very well attended, and well received, event. Should you have any other questions please contact me. A scanned copy of the approval should be sufficient for any questions that may occur.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ricardo Martinez II', with a long horizontal flourish extending to the right.

Ricardo Martinez II  
Public Safety Director/Chief of Police

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

I Ave

N

Parking lot

Gravel road

Beer station

double arm fence

Emergency exit

Williams Pavilion

Beer

Emergency exit

Entrance

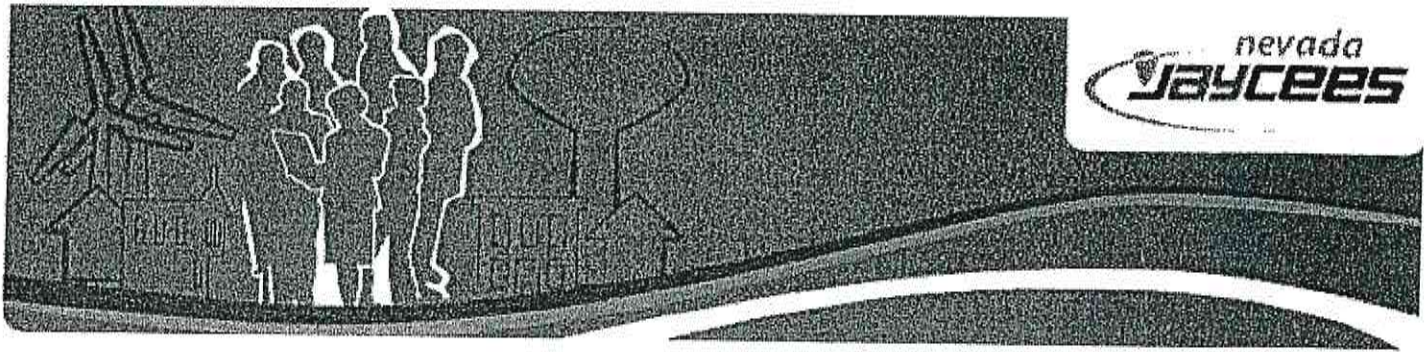
Rodco

Beer

TS  
PUZ  
E

8/5/2021

S



P.O. Box 284 - Nevada, IA 50201 - [nevadajaycees@gmail.com](mailto:nevadajaycees@gmail.com) - [www.facebook.com/NevadaJaycees](https://www.facebook.com/NevadaJaycees)

July 28, 2021

Chief Rick Martinez  
Nevada Police Department  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

RE: Lincoln Highway Days Beer Garden

Chief Martinez:

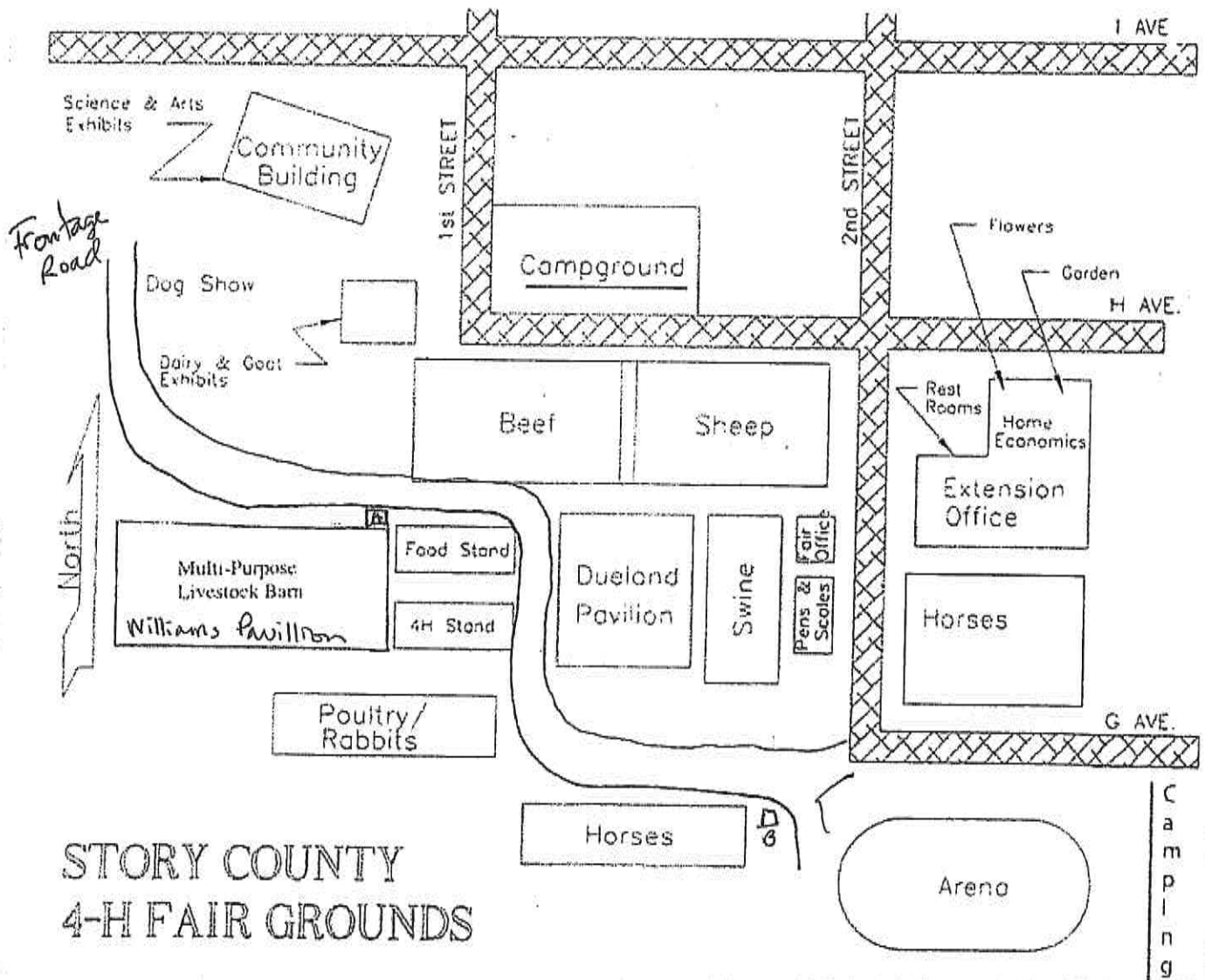
It is time once again for the Nevada Jaycees' Lincoln Highway Days Beer Garden. This year the event will be held on Saturday, August 28th, 2021. The Nevada Jaycees would like to continue a long standing partnership with the Nevada Police Department to ensure community awareness of the event and participant/volunteer safety. Further, we would like to request the following:

1. A **police presence** during the opening of our Beer Garden held at Williams Pavillion on the Story County Fair Grounds from 6:00pm until 12:00am Midnight.
  - i. The beer garden will open at 6:00pm with the band (The Punching Pandas) playing a 4 hour set beginning at 7:00pm. In the past they have sometimes played an extra song or two and played until 11:30pm. Last call will be announced between songs around 11:00-11:15pm with all drinks announced and done by 11:45pm and officially empty at 12:00am midnight.
2. **Two individual sales site approvals** without the presence of continual police support.
  - i. The locations will be as close to these spots located on the attached map as possible and will consist of individual sales sites without reserved areas for consumption. The insurance and license covers the entire location of the fairgrounds under the single address of 220 H ave.

Respectfully Submitted,

Jon Augustus & Billy Harrison  
Beer Garden Coordinators





# STORY COUNTY 4-H FAIR GROUNDS

A + B



# 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



Dane Nealson, President  
Runners United Nevada  
Mobile: (319-331-6014)  
Email: [runnersunitednevada@gmail.com](mailto:runnersunitednevada@gmail.com)

Date: Monday, August 9<sup>th</sup>, 2021

**RE: 2021 Lincoln Highway Days 5K Run**

Dear Dane:

I have your letter by email dated 8/2/2021, with your request to host a 5K Run for Lincoln Highway Days, and a copy of a map outlining the course. It is my understanding the run will take place on Saturday, August 28<sup>th</sup>, 2021. The 5K Dash will start at 9:00am from SCORE Park. The course heads north to the trail from the four-plex, west to 11<sup>th</sup> Street via the trail. The run travels south on 11<sup>th</sup> St to where the trail turns west. The run stays on the trail, crosses S-14 (SW 3<sup>rd</sup> Street), and follows the trail which then treks east. Participants run on W I Avenue to 1<sup>st</sup> Street, turn north to Lincoln Highway, then turns east on Lincoln Highway. Once the run gets to 4<sup>th</sup> Street, runners head south for one block, traverses east on K Avenue to its conclusion at State Bank. As in the past, you will have volunteers assisting runners on the course on city streets, including Lincoln Highway.

Officers & volunteers will close off traffic between I Avenue and Lincoln Highway on 1<sup>st</sup> Street; between 1<sup>st</sup> Street to 4<sup>th</sup> Street on Lincoln Highway; from Lincoln Highway to K Avenue on 4<sup>th</sup> Street; from 4<sup>th</sup> Street to 7<sup>th</sup> Street on K Avenue. You will need to make contact with the Postal Service on K Avenue and advise them of the runners and event taking place. In reference to the north side of West I Avenue between the trail and 1<sup>st</sup> Street, West I Avenue will be closed east of Sampson Drive.


**The LHD 5K Dash is Approved.**

Should you require traffic cones, barricades, or any other equipment to assist you with traffic control, contact Nevada Street Department Superintendent Joe Mousel. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of City of Nevada equipment. It is your responsibility to make these arrangements with Mr. Mousel.

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

I want to thank you for all the work you and your organization put into arranging this event on behalf of our community. It is a lot of hard & time consuming work, but I believe our citizens would thank you for this. It is one more event that highlights our city! Should you have any questions please let me know. Thanks again,

Respectfully,

  
Ricardo Martinez II  
Public Safety Director  
Chief of Police

Cc: Jordan Cook, Nevada City Administrator  
Jeremy Rydl, Nevada Public Works Director  
Joe Mousel, Nevada Streets Superintendent  
Command Staff NPSD  
Mayor/City Council

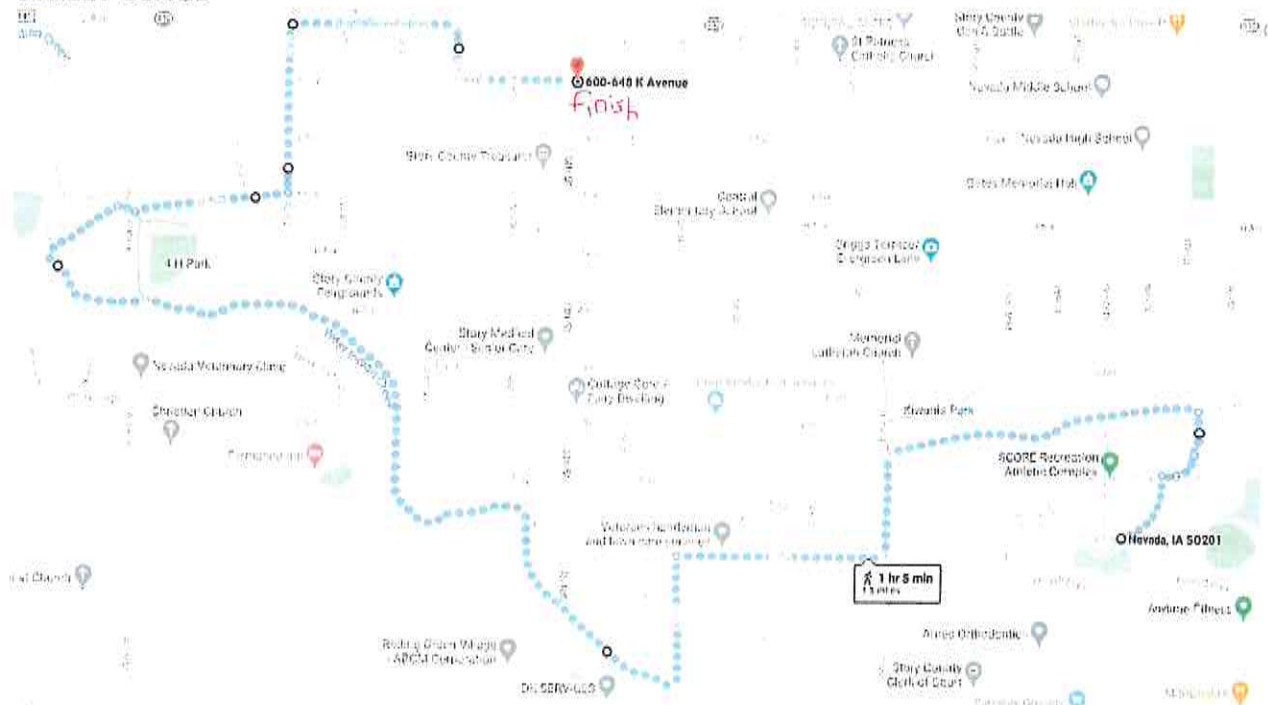
August 2, 2021

City of Nevada  
1209 6th Street  
Nevada, IA 50201

Dear Director Martinez:

I am writing to inform you of the plan for the 2021 Lincoln Highway Dash on Saturday, August 28. The race will once again follow the course we used in 2019, beginning at Score Park and concluding along the parade route. The one alteration, due to construction, will be to finish on K Avenue in front of State Bank, rather than by City Hall as we did two years ago. **The race will begin at 9 am, and will be finished just prior to 10 am**, allowing our group to quickly remove the finisher's arch and chip timing equipment in time for the parade to come through. My sound equipment through U Can't Beetus Entertainment will already be set up in that spot, where I will then announce parade entries and provide music as they come through. This was a smooth process two years ago, and I'm confident it will be again in 2021.

#### STREET USAGE



Though the majority of the course will be along the trail system, runners will need to use roads toward the end of the course, as you can see in the map above. Runners will enter I Avenue by Billy Sunday Field, running east, then turning north on 1<sup>st</sup> Street, east on Lincoln Highway, south on 4<sup>th</sup> Street, then east to the finish line on K Avenue. We will have volunteers station in high traffic areas as usual, including the trail crossing at South 11<sup>th</sup> Street and the street areas where there could be vehicle traffic. We recently invested in safety vests for our volunteers, which worked extremely well during the Freedom Run Half Marathon, 10k, and 5k in June.



### Road Closure Requests

Steve Skaggs with Main Street Nevada already included our road closure request as part of his request, but just to confirm, we are requesting the following closures from 9 am to 10 am for the specific purpose of our race:

- North side of I Avenue from the bike trail to 1<sup>st</sup> Street
- West Side of 1<sup>st</sup> Street from I Avenue to Lincoln Highway
- Lincoln Highway from 1<sup>st</sup> Street to 4<sup>th</sup> Street
- 4<sup>th</sup> Street from Lincoln to K Avenue
- K Avenue from 4<sup>th</sup> Street to 7<sup>th</sup> Street

I do apologize this letter did not get to you sooner. With our volunteers working to get the map finalized, figuring out where the Lincoln Highway Days committee intended to have me set up with the sound equipment, and my own personal addition to the family, time has been stretched very thin and I am sorry for any inconvenience that has caused. If you have any questions or concerns regarding the event, please let me know.

Sincerely,  
Dane Nealson, President  
Runners United Nevada



# 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



Wednesday, August 18, 2021

Kristian Einsweiler  
Principal, Nevada High School  
1001 15<sup>th</sup> Street  
Nevada, IA 50201  
Phone: 515-382-3521

## RE: 2021 Homecoming Parade

Dear Kristian:

I received your emailed letter Tuesday, August 17<sup>th</sup>, 2021, in regards to the 2021 Homecoming Parade. You are requesting to hold the Homecoming Parade on Tuesday, September 21<sup>st</sup>, 2021. The parade is scheduled to begin at 6:00pm. Because of the downtown road and infrastructure construction, the starting point and route will be altered from years past.

Your letter indicates you have received permission from the Story County Board of Supervisors to use the Story County Administration Building Parking lot, located in the 500 blk of J Avenue, as your assembly point. This will start at 5:30pm. The parade will initially head west on J Avenue to 5<sup>th</sup> Street. At 5<sup>th</sup> Street, the parade will traverse north to K Avenue. At K Avenue, the parade will turn east toward 6<sup>th</sup> Street and then turn south at 6<sup>th</sup> Street and drive past the Announcing Stand which will be at State Bank and Trust. On 6<sup>th</sup> Street, the parade will turn east onto J Avenue and continue to 10<sup>th</sup> Street. Once getting to 10<sup>th</sup> Street, the parade will turn south and travel to H Avenue. At H Avenue, the parade will turn east to 15<sup>th</sup> Street. At this point the parade will disband.

## Your request is Approved

The Nevada Public Safety Department will provide a police escort for the parade. Street closures are not being requested, however, you will need traffic control at intersections. Volunteers at intersections reduces costs and assuage the need for barricades. Your request indicates each volunteer will wear a city approved traffic vest. If you need vests the NPSD can provide these at no costs.

Should the need for street barricades become necessary, you must contact Nevada Street Department Superintendent Joe Mousel to make these arrangements. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of city equipment. It is your responsibility to make these arrangements with Mr. Mousel.

This year's parade has been a challenge to put in place and set up, but I am sure it will be worth the time and effort the committee has put into it. Thank you. As always, if you have questions or concerns, please contact me.

Respectfully,

  
Ricardo Martinez II  
Public Safety Director/Chief of Police

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



Nevada High School  
1001 15th Street | Nevada, IA 50201  
(515) 382-3521

Dr. Steve Gray  
Superintendent  
sgray@nevadacubs.org

Mr. Kristian Einsweiler  
Principal  
keinsweiler@nevadacubs.org

Mr. Dustin Smith  
Assistant Principal  
dsmith@nevadacubs.org

Mr. Jeff Baker  
School Counselor  
jbaker@nevadacubs.org

August 17th, 2021

Dear Mr. Richardo Martinez II,

We appreciate you once again allowing our students to have a Homecoming Parade. We are excited to continue this tradition as we believe it is an excellent way for our school to connect with the community and beyond. Here are the proposed details for the 2021 Nevada Homecoming Parade:

- The parade will take place on Tuesday, September 21st, starting at 6:00 PM.
- The parade will assemble in the Story County Administration building parking lot starting at 5:30 PM.
- The parade will leave the Story County Administration parking lot and head West on J Avenue
- The parade will then turn North 5th Street and proceed to K Avenue
- The parade will then turn East on K Avenue and proceed to 6th Street
- The parade will turn South on 6th Street, until J Avenue where it will turn East.
  - *The announcing stand will be stationed in front of State Bank & Trust on 6th Street.*
- The parade will proceed east on J Avenue and then turn south on 10<sup>th</sup> street and once again turn east on H Avenue.
- The parade will continue to head east on H Avenue until it reaches 15<sup>th</sup> street.
- The parade will disassemble at the corner of 15<sup>th</sup> street and H Avenue (Gates Hall & Nevada High School)

[Parade Route Link](#)

I understand that we will need to provide volunteers at each intersection, and volunteers will be required to wear a city-approved traffic vest. I do not believe we will need any street barricades, but if you feel they are necessary, please let me know, and we will make arrangements with Joe Mousel.

Thank you for considering this request, and please let me know of any questions or concerns you might have.

Go Cubs!

Kristian Einsweiler  
NHS Principal



