

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, SEPTEMBER 9, 2019 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

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 26, 2019
 - B. Approve Payment of Cash Disbursements, including Check Numbers 72090-72147 and Electronic Numbers 671-675 (Inclusive) Totaling \$257,765.59 (See attached list)
 - C. Resolution No. 008 (2019/2020): A Resolution Approving Beginning Year Transfers for FY2019/2020
 - D. Receive Recommendation from Planning & Zoning Commission on Rezoning of South Glen Subdivision and Set Public Hearing for October 14, 2019 at 6:00 p.m. and Authorize Publication of Notice
 - E. Approve Purchase of CD for the following:
 - 1) General Fund - \$4,000,000 from Availa Bank
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. Alliant Energy annual update

6. OLD BUSINESS

- A. Resolution No. 009 (2019/2020): Resolution Amending Resolution No. 009 (2016/2017) Assenting to the Annexation of Certain Real Estate to the City of Nevada, Iowa
- B. Resolution No. 010 (2019/2020): A Resolution Approving the Second Amendment to the July 2007 Option for Purchase of Treated Water with Iowa Regional Utilities Association

7. NEW BUSINESS

- A. Resolution No. 011 (2019/2020): A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Corporation, Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$325,000
- B. Approve Purchase of P25 Radios for the Public Safety Department-Police Services
- C. Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue

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

9. ADJOURN

The agenda was posted on the official bulletin board on September 5, 2019, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2019-2020\2019-09-09.DOC

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



Phone: (515) 382-5466
Fax: (515) 382-4502
www.cityofnevadaiaowa.org

September 3, 2019

Financial Institution-

The City of Nevada requests your proposal for the Certificate of Deposit investment of available cash amounts and terms as specified below.

| SOURCE OF FUNDS (Please type name on CD) | AMOUNT | INVESTMENT DATE |
|---|-----------------------|---------------------------|
| <u>FUND 001</u> | <u>\$4,000,000.00</u> | <u>September 10, 2019</u> |
| BANK NAME <u>Availa Bank</u> | | |
| NUMBER OF MONTHS <u>12 MONTHS</u> | | |
| RATE <u>1.98 %</u> | | |

Please sign and return to the City Clerk before 12:00 Noon on September 5, 2019.

The City of Nevada reserves the right to reject all bids.

City of Nevada

By: Kevin Wright

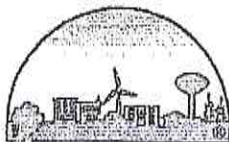
Financial Institution

By: Sharon L. Johnson
Bank Officer Market President

Thank you for your interest in Nevada local government.

I witnessed the opening of this bid Donna Maxwell

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



City of Nevada

Phone: (515) 382-5466
Fax: (515) 382-4502
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| SOURCE OF FUNDS (Please type name on CD) | AMOUNT | INVESTMENT DATE |
|---|----------------|--------------------|
| FUND 001 | \$4,000,000.00 | September 10, 2019 |
| BANK NAME <u>U.S. BANK</u> | | |
| NUMBER OF MONTHS <u>12 MONTHS</u> | | |
| RATE <u>1.51</u> % | | |

Please sign and return to the City Clerk before 12:00 Noon on September 5, 2019.

The City of Nevada reserves the right to reject all bids.

City of Nevada

By: Kerrin Wright

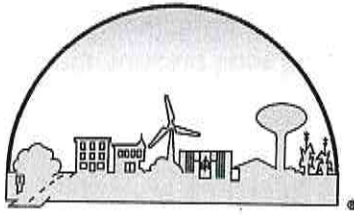
Financial Institution

By: JEFFREYS. JARVY

Bank Officer 9419

Thank you for your interest in Nevada local government.

I witnessed the opening of this bid Donna Mestis



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W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2019-2020\2019-09-09.DOC

Council Packet Memo
September 9, 2019

5. PUBLIC FORUM

A. Alliant Energy annual update

Mason Adams with Alliant Energy will be in attendance to provide the council with an annual update.

6. OLD BUSINESS

A. Resolution No. 009 (2019/2020): A Resolution Amending Resolution No. 009 (2016/2017) Assenting to the annexation of certain real estate to the City of Nevada, Iowa

Enclosed you shall find Resolution No. 009 (2019/2020): Resolution to approve Annexation of South Glen that was drafted by City Attorney Erin Clanton. As discussed at the August 26, 2019, Nevada City Council meeting, this resolution addressing the annexation and rezoning process for the South Glen, LLC Development Resolution No. 009 (2016/2017); A Resolution Assenting to the Annexation of Certain Real Estate to the City of Nevada, Iowa was passed on October 10, 2016. The point in question is that the resolution outlined the developers must buy out the CIWA's rights to provide water supply services to the property. The developers did not buy out the water rights, but have entered into an agreement with Iowa Regional Utilities Association (formerly CIWA) to serve the water supply with a connection to the City of Nevada. Due to agreement with CIRU, City Administrator Mardesen recommends approval of Resolution No. 009 (2019/2020): A Resolution Amending Resolution No. 009 (2016/2017) Assenting to the annexation of certain real estate to the City of Nevada, Iowa.

B. Resolution No. 010 (2019/2020): A Resolution amending the 2007 Agreement with Iowa Regional Utilities Association

Enclosed you shall find Resolution No. 010 (2019/2020): A Resolution amending the 2007 Agreement with Iowa Regional Utilities Association. Also included is the proposed Second Amendment; the Water Service Territory Transfer Agreement from April 29, 2013; and the Option for Purchase of Treated Water from July 16, 2007. The Second Amendment has been reviewed by staff and requested two changes; infrastructure be built to SUDAS standards and that the City of Nevada be allowed to electronically read the IRUA water meter to bill for sewer. I continue to work with Jim LaPlant on these two additions and hope to be able to provide them to the council prior to the meeting. City Administrator Mardesen recommends approval of Resolution No. 010 (2019/2020): A Resolution amending the 2007 Agreement with Iowa Regional Utilities Association.

7. NEW BUSINESS

A. Resolution No. 011 (2019/2020): A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Corporation, Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$325,000

Enclosed you shall find Resolution No. 011 (2019/2020): A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Corporation, Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$325,000. John Danos has prepared the enclosed documents in preparation to renew the City of Nevada and the NEDC agreement. The

previous agreement ended June 30, 2019, but it is the desire for both organizations to renew the agreement. The Public Hearing is set for September 23, 2019 at 6:00 p.m. Enclosed you shall also find a lined version of the previous agreement with all of the proposed changes to the current agreement. Executive Director John Hall has approved all of the changes to the proposed agreement. Therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 011 (2019/2020): A Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Corporation, Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$325,000.

B. Approve Purchase of P25 Radios for the Public Safety Department-Police Services

Enclosed you shall find an Action Form providing the historical background information and recommendation for the purchase of P25 radios for the Nevada Public Safety Department-Police Services.

C. Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue

Enclosed you shall find Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue. In consideration of the project, the width of W Ave is 26 feet wide due to the limited right-of-way at the time of purchase. Generally speaking, most reconstructed streets in Nevada are 31 feet wide. Therefore, city staff has recommended No Parking on both sides of W Avenue between 10th Street and 11th Street. Therefore, it is the recommendation of City Administrator Mardesen to approve Ordinance No. 1005 (2019/2020): An Ordinance Amending Chapter 65 (Stop or Yield Required) and Chapter 69 (Parking Regulations) of the City Code to Make Necessary Additions for W Avenue.

NEVADA CITY COUNCIL - MONDAY, AUGUST 26, 2019 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, August 26, 2019, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Barb Mittman, Dane Nealson, Jason Sampson, Luke Spence, Sandy Ehrig. Absent: Brian Hanson.

Staff Present: Erin Clanton, Matt Mardesen, Larry Stevens, Mike Roth, Kerin Wright, Ric Martinez, Ray Reynolds and Tim Hansen.

Also in attendance were: Marlys Barker, John Hall, Theresa Presley, Wade Presley, Daniel Stadler, Al Kockler and Joseph Rude.

3. APPROVAL OF AGENDA

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

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

Motion by Luke Spence, seconded by Sandy Ehrig, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting and Work Session held on August 12, 2019
- B. Approve Payment of Cash Disbursements, including Check Numbers 71995-72089 and Electronic Numbers 667-670 (Inclusive) Totaling \$339,582.12 (See attached list)
- C. Approve Class C Liquor License, "Temporary" Outdoor Service, License for Charles Schadt, d/b/a George's Pizza, 1220 6th Street, Nevada, Iowa, Effective August 23rd and 24th, 2019

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

5. PUBLIC FORUM

- A. Mayor Barker read the Proclamation for designating National Overdose Awareness Day on August 31, 2019.

6. OLD BUSINESS

- A. Resolution No. 005 (2019/2020): A Resolution approving the Main Street Iowa Program Agreement and authorizing the Mayor to execute the Agreement

Motion by Dane Nealson, seconded by Jason Sampson, to **adopt Resolution No. 005 (2019/2020)**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- B. Discussion and Appropriate Follow-up on Annexation for South Glen Subdivision

Consensus of the Council was to follow the timeline presented and bring back a Resolution for council to adopt.

7. NEW BUSINESS

- A. Resolution No. 006 (2019/2020): A Resolution to approve 28E Agreement for Mutual Aide among Story County Entities

Motion by Luke Spence, seconded by Sandy Ehrig, to **adopt Resolution No. 006 (2019/2020)**. After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 007 (2019/2020): A Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment, NEDC

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 007 (2019/2020)**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Approve Amendment to HR Green Master Agreement for Municipal Services for the W Avenue Paving Improvements, Construction Phase not to exceed \$13,750

Motion by Luke Spence, seconded by Barb Mittman, to **approve amendment to HR Green Agreement for Municipal Services for W Avenue Paving Improvements, Construction Phase not to exceed \$13,750**. After due consideration and discussion the roll was called. Aye: Spence, Mittman, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- D. Approve Amendment to HR Green Master Agreement for Municipal Services for the South D Avenue Paving Improvements, Construction Phase Services not to exceed \$15,130

Motion by Sandy Ehrig, seconded by Luke Spence, to **approve Amendment to HR Green Master Agreement for Municipal Services for South D Avenue Paving Improvements, Construction Phase not to exceed \$15,130**. After due consideration and discussion the roll was called. Aye: Ehrig, Spence, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- E. Approve Wastewater Facility Plan and submittal to the Iowa Department of Natural Resources

Motion by Jason Sampson, seconded by Barb Mittman, to **approve the Wastewater Facility Plan presented and submit to the Iowa Department of Natural Resources.** After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Neilson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

8. REPORTS

City Administrator Mardesen reported:

- ICS100 & ICS700 Training for staff is scheduled for September 12th at Gates Hall. Mardesen will also be taking ICS300 and 400 this fall.
- Attended JCG Land Service ribbon cutting celebrating their 25th year of service.
- August 20th attended a meeting with HR Green and city staff to discuss the Wastewater Facility Plan being submitted to the Iowa DNR.
- The Field House RFP has been distributed. There have been several inquiries regarding the specifications. September 16th is the deadline for submission.

Mayor Barker relayed the excitement with the announcement of Nevada becoming a Main Street community. Lincoln Highway Days was well attended and enjoyable and thanked city staff that contributed to the event. He also attended the Verbio reception. He relayed the meeting with rural water was rescheduled for this Friday.

Council Member Sampson remarked Lincoln Highway Days went well. Council Member Neilson heard good comments from attendees.

Al Kockler thanked the city staff, mayor and council for their cooperation with the Rodeo. It was well attended.

Director of Fire/EMS Reynolds noted the firefighter's lunch during Lincoln Highway Days went well.

Public Safety Director Martinez advised Lincoln Highway Days went well. Debriefing should help next year's event. The two new police officers have started at the Academy with graduation on December 13th. Officer Brown has completed field training and is now on solo patrol.

City Clerk Wright relayed to council August 26th through September 19th is the filing period for turning in nomination petitions. The State Auditors will begin the audit this week. Also, update on Moe's Mart liquor license, the state has not approved it yet.

City Engineer Stevens updated the council on the current projects. There is a Windstream issue at Lincoln Highway/W 18th Street intersection that needs resolved before the project can be completed. Construction should begin on South D and W Avenue next week.

9. 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 6:49 p.m. the meeting adjourned. The Mayor declared the motion carried.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 4B
 Date: 9/9/19

CITY OF NEVADA
CLAIMS REPORT FOR SEPTEMBER 9, 2019
8/27/19 THRU 9/9/19

| | | | |
|----------------------------|---|-----------|-------|
| ALLIANT | ALL-UTILITIES | 5,362.06 | 72090 |
| NEVADA POSTMASTER | UTILITY BILLING POSTAGE | 855.12 | 72091 |
| WINDSTREAM | ALL-UTILITIES | 1,981.37 | 72092 |
| IPERS | IPERS | 46,785.82 | 671 |
| TREASURER STATE OF IOWA | STATE TAXES | 12,850.00 | 672 |
| EFTPS | FED/FICA TAX | 26,767.02 | 673 |
| AMER'N FAMILY | AFLAC | 4,339.92 | 72100 |
| ICMA RETIREMENT TRUST | DEFERRED COMP | 645.00 | 72101 |
| UNITED WAY | UNITED WAY | 135.00 | 72102 |
| COLLECTION SERVICES CENTER | CHILD SUPPORT | 305.71 | 72103 |
| WELLMARK | HEALTH 9/2019 | 25,011.30 | 72104 |
| DELTA DENTAL | DENTAL 9/2019 | 1,279.94 | 72105 |
| TREASURER STATE OF IA | SALES TAX 8/16-31/2019 | 810.07 | 675 |
| GREAT WESTERN BANK | CEM,RECPTCL LIDS | 5,066.48 | 674 |
| CENTRAL IOWA DIST | CH-SUPPLIES | 300.30 | 72106 |
| ALLIANT | CEM/CD-UTILITIES | 683.03 | 72107 |
| MARTIN MARIETTA | STS-GRAVEL | 307.37 | 72108 |
| VAN WALL EQUIPMENT | WWT/CEM/PKM/WWT-RPRS-SUPPLIES | 2,417.21 | 72109 |
| SCHENDEL PEST CONTROL | 4PLX-PEST CONTROL | 28.00 | 72110 |
| ARNOLD MOTOR SUPPLY | STS-SAFETY GLASSES./WRENCH/FILTERS | 436.60 | 72111 |
| IA ONE CALL | WTR/WWT-ONE CALLS | 142.80 | 72112 |
| STORY CO TREASURER | 2018 SIDEWALK PAYMENTS | 1,680.00 | 72113 |
| IA ASSN MUNICIPAL UTIL | STS/WTR/WWT-CIASSO9/19-11/19 | 1,675.53 | 72114 |
| NORTHLAND PRODUCTS | STS-BULK OIL | 1,149.75 | 72115 |
| HOKEL MACHINE SUPPLY | STS-WRENCHES/BITS | 32.98 | 72116 |
| IA DOT | STS-SUPPLIES | 357.47 | 72117 |
| NATL REC & PARK ASSOC | PKA-NRPA MEMBERSHIP | 175.00 | 72118 |
| GOOD AND QUICK | PD-#22 BATTERY /#23 HEADLIGHT/#33 OIL C | 152.45 | 72119 |
| BLUETARP FINANCIAL | STS-ADVANTAGE MEMB | 39.99 | 72120 |
| STOREY KENWORTHY | WTR/WWT-UTILITY BILLS | 1,161.53 | 72121 |
| IA PRISON INDUSTRIES | LHW-SIGNS | 2,250.90 | 72122 |
| DINGES FIRE CO | FD-FIREADE CLASS A FOAM | 76.99 | 72123 |
| ACCO | POOL-LIQUID CHLORINE | 323.70 | 72124 |
| GALLS INC | PD-CELENTANO/SOUBAYI UNIFORM | 229.20 | 72125 |
| MIDIOWA NET | PKA/PKM-INTERNET | 82.50 | 72126 |
| CONTINENTAL RESEARCH CO | GH-SUPPLIES | 417.10 | 72127 |
| VANSICKEL PLUMBING | GH-KITCHEN FAUCET | 212.97 | 72128 |
| IA STATE TRUCKING | STS-TRUCKING | 216.00 | 72129 |
| GRIMES ASPHALT & PAVING | STS-COLD MIX | 1,644.38 | 72130 |
| ALLEYS PIZZA | POOL-PIZZA | 82.00 | 72131 |
| GLOCK | PD-ARMORER'S COURSE (BRANDES) | 250.00 | 72132 |
| ALPHA COPIES | ADM-NEWSLETTERS | 283.50 | 72133 |
| UTILITY SERVICE CO | WTR-8TH STREET TANK/PLANT TOWER | 10,180.44 | 72134 |
| SPORTS BOWL | WWT/STS-EMBROIDERY | 120.00 | 72135 |

| | | | |
|--------------------------------|-------------------------------|-------------------|-------|
| MEDIACOM | ALL-INTERNET SVC | 316.90 | 72136 |
| NEVADA SENIORS | WTR/WWT-SEPT BILLS | 225.00 | 72137 |
| KRUCK P & H CO | CH/PD-LOST REFRIGERANT | 690.00 | 72138 |
| SHRED-IT | PD-SHREDDING | 125.50 | 72139 |
| CENTRAL IA TELEVISION | WWT-W N AVE/10 ST RPRS | 9,750.00 | 72140 |
| SCHULING HITCH CO | FD-TRUCK BED COVER | 580.00 | 72141 |
| DEERY BROTHERS OF AMES | PD-#10 KEY FOBS | 480.66 | 72142 |
| AXON ENTERPRISE | PD-TASER/HOLSTER/BATTERY/PORT | 2,718.00 | 72143 |
| HAWKEYE COMM COLLEGE | P&Z-IAHO CONF COLE | 300.00 | 72144 |
| END VIOLENCE AGAINST WOMEN INT | PD-CONFERENCE | 545.00 | 72145 |
| BITUMINOUS MATERIALS & SUPPLY | STS-CRS-2 ASPHALT | 789.91 | 72146 |
| AMRICAN TOPPER & ACCESSORIES | PD-TRUCK TOPPER | 1,746.23 | 72147 |
| | TOTAL ACCOUNTS PAYABLE | <u>177,571.70</u> | |
| | PAYROLL CHECKS | <u>80,193.89</u> | |
| | **** PAID TOTAL **** | 257,765.59 | |

| | |
|-----------------------------|-------------------|
| GENERAL | 144,572.44 |
| ROAD USE TAX | 28,560.78 |
| LOCAL OPTION SALES TAX | 3,401.44 |
| PARK OPEN SPACE | 2.31 |
| SIDEWALK IMPROVEMENTS | 1,680.00 |
| WATER | 30,412.72 |
| WATER CAPITAL REVOLVING | 10,180.44 |
| SEWER | 36,200.26 |
| REVOLVING FUND | 2,755.20 |
| **** PAID TOTAL **** | 257,765.59 |

GREAT WESTERN PURCHASING "p" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 9/9/2019 W/CLAIMS

| Tran Date | Merchant Name | Description | Amount | Invoice # | ACCOUNT |
|--------------------|----------------------------|------------------------------------|----------|--------------|--------------|
| 7/23/2019 | Amazon | 4PLX, Water cups | 30.51 | 2288230 | 001-434-6599 |
| 7/24/2019 | Hy-Vee, Ames | REC, SB tournament | 65.73 | 4806625905 | 001-478-6599 |
| 7/27/2019 | Treetop Products | CEM, Receptacle Lids | 1,971.01 | TP00022335 | 810-450-6727 |
| 7/29/2019 | Spartan Athletic Co | PKM, Tennis Nets | 784.19 | 867645 | 810-431-6729 |
| 8/2/2019 | Sirius XM | POOL, Music | 14.27 | 1188003783 | 001-435-6474 |
| 7/26/2019 | American Water Works Assoc | WWT, AWWA Conf, Neal/See/Kingsbury | 660.00 | 895 | 610-816-6240 |
| 8/5/2019 | Internation ICMA | CA, ICMA Conference, Nashville | 745.00 | BPQPFDF5C7A7 | 001-613-6240 |
| 7/25/2019 | Int'l Code Council | PZ, IPMC Commentary | 63.47 | 116843 | 001-170-6210 |
| 7/29/2019 | American Water Works Assoc | WTR, AWWA Conf, Ludwig | 190.00 | 900 | 600-811-6240 |
| 8/1/2019 | GoDaddy | ADM, Website | 13.12 | 1532876871 | 121-613-6431 |
| 8/12/2019 | Iowa Secretary of State | ADM, Notary renewal, Ellsworth | 30.00 | 7466644 | 001-620-6220 |
| 8/15/2019 | AP Air | PKM, Condenser | 282.04 | 516474-00 | 001-431-6341 |
| 8/19/2019 | Xtremedigitlgraphix | PD, Vehicle Graphics | 214.99 | 2975 | 001-110-6499 |
| 8/19/2019 | Internation | PD, Vehicle Graphics | 2.15 | 2975Fee | 001-110-6499 |
| September 19, 2019 | | | 5,066.48 | | |

POSTING & PAYMENT DATE:

City Administrator

W:\Office\City clerk\p Cards\p Cards, All

RESOLUTION NO. 008 (2019/2020)

A RESOLUTION APPROVING FISCAL YEAR 2019/2020 TRANSFERS

WHEREAS, the following transfers were scheduled in the FY2019/2020 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 | Equipment Revolving-Streets 113-910-4830 | \$75,000.00 |
| Local Option Tax 121-910-6910 | Trail Maintenance 181-910-4830 | \$30,000.00 |
| Local Option Tax 121-910-6910 | Sidewalk Program 307-910-4830 | \$25,000.00 |
| Road Use Tax 110-910-6910 | Equipment Revolving – Streets 113-910-4830 | \$150,000.00 |
| Water Utility 600-910-6910 | 2012C Bond, WT (Refunded SRF) 605-910-4830 | \$573,575.00 |
| 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 | \$250,000.00 |
| 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 | \$60,000.00 |
| 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 | \$5,000.00 |
| Local Option Tax 121-910-6910 | Equipment Revolving-Park 810-910-4830 | \$70,000.00 |
| 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 | \$50,000.00 |

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorized the completion of these budgeted transfers on August 12, 2019 as scheduled in fiscal year 2019/2020 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 9th day of September, 2019.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 008 (2019/2020) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 008 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 008 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 9th day of September, 2019.

Kerin Wright, City Clerk

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Memo

To: City Council

From: Shawn Cole, Zoning Supervisor

CC: City Administrator, Matt Mardesen

Date: 09/23/19

RE: Setting Public Hearing for Proposed Rezoning of South Glen Subdivision

1. **Set Public Hearing to Review rezoning request for South Glen Subdivision:** The Planning & Zoning Commission reviewed the rezoning request from the developers of South Glen Subdivision to rezone South Glen from AR (Agriculture Reserve) to R-3 (Urban Family Residential) on its April 2, 2018 meeting and recommended approval to the City Council.

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

South Glen Subdivision – Rezoning Application Narrative

Explanation of the reasons for requesting rezoning

The applicants are requesting rezoning in order to develop a residential subdivision on the site. The current concept includes creating 18 townhouse lots and 48 single-family residential lots on the property.

Explanation showing consistency of the proposed rezoning with the Comprehensive Plan

The property is currently outside of the City of Nevada's corporate boundary but is shown as future residential in the City's Comprehensive Plan. The applicant's current plan includes the creation of 66 residential lots on the site. There is no plan for uses other than residential on the site.

Current Zoning

A-R, Agriculture Reserve

Proposed Zoning

R-3, Urban Residential

Proposed use of the property

Residential development consisting of single-family attached housing (townhouses) and single-family lots. There will also be outlots created to provide open space and accommodate storm water management.

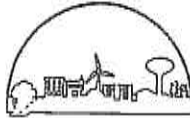
Legal Description of the property

The Northeast Quarter of the Southeast Quarter, except the East 60.00 feet thereof, in Section 18, Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa.

Land Area

40.0 acres (gross)

38.17 acres (net, minus existing street right-of-way)



Rezoning Application Form

(This form must be filled out completely before your application will be accepted.)

1. Property Address for this Rezoning Request: N/A

2. Legal Description (attach, if lengthy): The Northeast Quarter of the Southeast Quarter, except the East 60.00 feet thereof, in Section 18, Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa.

3. Applicant: South Glen LLC (c/o Jim Frevert)

Address: 539 Oak Lane Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-290-5241
(Home) (Business) (Fax)

4. Property Owner: South Glen LLC (c/o Jim Frevert)

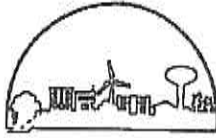
Address: 539 Oak Lane Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-290-5241
(Home) (Business) (Fax)

5. Contact Person: FOX Engineering (Scott Williams)

Address: 414 S. 17th Street, Ste. 107 Ames IA 50010
(Street) (City) (State) (Zip)

Telephone: 515-233-0000
(Home) (Business) (Fax)



Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada, and have submitted all the required information which is accurate, true and correct.

Signed by: *Allen Kockler, MBR* Date: *2/28/18*
Applicant

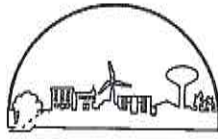
(Note: No other signature may be substituted for the Property Owner's Signature)

and: *South Glen, LLC* Date: *2/28/18*
(Property Owner) *By Allen Kockler, MBR*

and: *Al Kockler* Date: *1-575-382 5481*
(Contact Person)

→ Ned Williams

2/28/18



Rezoning Checklist

(This form must be filled out completely and the required information must be attached to this form before your application will be accepted.)

The following information is required as part of a submittal for a request for to Rezone. Please attach your answers to each item.

- A written explanation of the reasons for requesting rezoning. Please state facts, not conclusions.
- A **petition** signed by owners of at least **50% of the area to be rezoned.**
- A written explanation showing the consistency of the proposed rezoning with the Comprehensive Plan.
- **Current zoning** of the subject property.
- **Proposed zoning** of the subject property.
- **Proposed use** of the property in sufficient detail to determine code compliance.
- A **Legal Description** of the property(ies) proposed for rezoning.
- The **land area** (measured in square feet and/or acres) for each property proposed for rezoning.

A drawn to scale **map** that includes the following:

- Drawn to scale
- Date of submittal
- North arrow; and
- Boundaries of the property proposed for rezoning

A Site Plan may also be required if determined applicable by the Zoning Administrator

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

The City Council of the City of Nevada, Iowa, has received a request from the property owner, South Glen LLC, to amend the zoning ordinance of the City of Nevada, Iowa, by changing the zoning classification on the following described property, south of US HWY 30, west of South 11th Street & east of Indian Creek, owned by them and proposed to be located within the corporate limits of the City of Nevada, Iowa, from an AR (Agricultural Reserve) to an R-3 (Urban Family Dwelling) District.

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

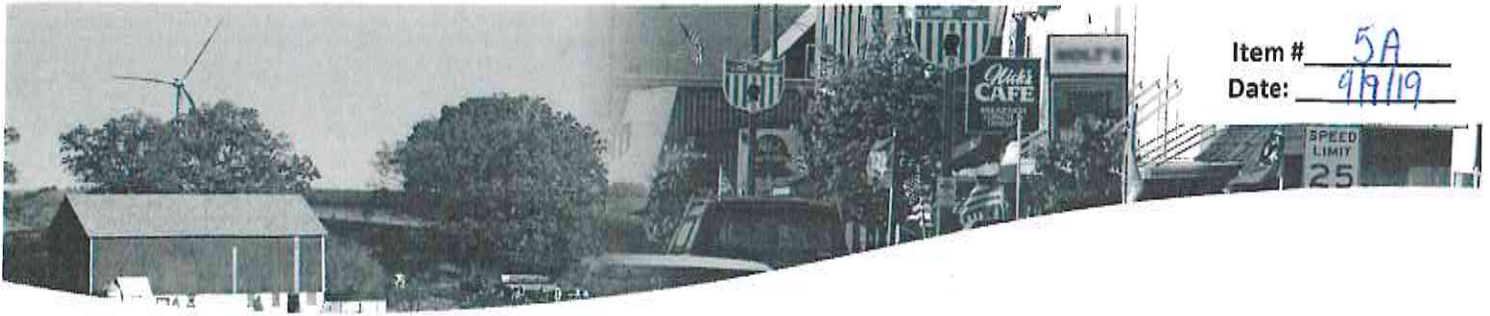
The Northeast Quarter of the Southeast Quarter,
except the East 60.00 feet thereof, in Section 18,
Township 83 North, Range 22 West of the 5th P.M.,
Story County, Iowa.

The City Council of the City of Nevada, Iowa, will conduct a public hearing on this request on the 14th day of October, 2019 at the Planning & Zoning Commission Meeting which is set to begin at 6:00 o'clock P.M., in Nevada City Hall, 1209 Sixth Street, Nevada, Iowa.

It is your right to attend this hearing and express your views concerning the proposed change, or you may submit your comments in writing to the City Clerk not later than 9:00 o'clock A.M. on the 11th day of October, 2019.

Respectfully submitted,
City of Nevada, Iowa

Kerin Wright, City Clerk



Item # 5A
Date: 9/19/19

COMMUNITY ANNUAL PARTNERSHIP ASSESSMENT

Nevada, IA 2018 Recap

Economic Development Support - \$3,250

- Assist in the economic development efforts in the community through program support of the Nevada Chamber of Commerce and Nevada Economic Development Council

Community Support - \$2,100

- Contribution through the AE Hometown Safety Grants:
 - City of Nevada - Gas Detection Meter Project
 - Nevada Fire Dept – Keeping Emergencies Small
- Corporate Contribution – 2018 Nevada RAGBRAI

Energy Efficiency Participation and Impacts - \$273,140.24 (up 151%)

- Number of Rebates – 605 (up 110%)
- Annual kWh Impact – 986,754 (up 180%)
- Annual Therm Impact – 46,779 (up 180%)

Community Infrastructure Investment - \$312,942 (up 150%)

- Electric - \$172,186
- Natural Gas - \$140,756

Property Taxes - \$100,536

Employment

- Ames Operating Facility - 98

Please visit www.alliantenergy.com to learn more about Alliant Energy's community programs and services.

Prepared by: Erin M. Clanton, Attorney at Law, 6701 Westown Parkway, Suite 100, West Des Moines, IA (515) 274-1450
Return to: City of Nevada, 1209 6th Street, PO Box 530, Nevada, Iowa 50201 (515)382-5466

RESOLUTION NO. 009 (2019/2020)

**A RESOLUTION AMENDING RESOLUTION NO. 009 (2016/2017) ASSENTING TO
THE ANNEXATION OF CERTAIN REAL ESTATE TO THE CITY OF NEVADA,
IOWA**

WHEREAS, on October 16, 2016, the City Council of Nevada, Iowa approved Resolution No. 009 (2016/2017) assenting to the annexation of real property legally described as follows:

The Northeast Quarter of the Southeast Quarter, in Section 18, of the West 60.00 feet of the Northwest Quarter of the Southwest Quarter, in Section 17, All in Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa. Containing 41.83 acres, more or less, including approximately 3.66 acres lying within existing right-of-way.
(the "Property")

WHEREAS, the acceptance of the application for annexation was conditioned upon the property owners successfully buying out Central Iowa Water Association ("CIWA") rights to provide water supply services to the Property.

WHEREAS, the property owners have not bought out CIWA's (now known as Iowa Regional Utilities Association "IRUA") rights to serve the Property, however they were successful in negotiating an agreement in which IRUA will provide water supply services to the Property in accordance with the parties' August 15, 2019 Water Service Agreement (the "Agreement.")

WHEREAS, the City Council, in an effort to support and encourage the development proposed on the Property, finds it in the best interest of the community to amend its previous resolution (Resolution No. 009 (2016/2017)), such that the August 15, 2019 Water Service Agreement satisfies any conditions necessary for annexation.

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

1. That the Application for Annexation of the Property is hereby approved.
2. That upon passage of this Resolution and all other requirements necessary for annexation have been completed, this territory shall thereafter become a part of the City of Nevada, Iowa.

3. That the City Clerk shall forthwith cause this Resolution to be filed with the Iowa Secretary of State, Story County Board of Supervisors, each affected public utility, the District Iowa Department of Transportation, and the Story County Recorder as required by Section 368.7 of the Code of Iowa.

PASSED AND APPROVED this 9th day of September, 2019.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member Dane Nealson, seconded by Council Member Jason Sampson that Resolution No. 005 (2019/2020) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 009 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 009 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 9th day of September, 2019.

Kerin Wright, City Clerk

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Timeline for South Glen Subdivision

Item # 6B
Date: 8/26/19

8/26/19 Nevada City Council Meeting:

- Review Resolution No. 009 (2016/2017) A resolution assenting to the annexation of certain real estate to the City of Nevada, Iowa.
- Review the Agreement between South Glen, LLC and Iowa Rural Utilities Association

Before 8/30/19: Receive Preliminary Plat from Fox Engineering

9/9/19 Nevada City Council Meeting:

- Council reviews Planning & Zoning's recommendation to approve voluntary annexation request from South Glen, annexation request is sent to State Development Board.
- Council sets Public Hearing for proposed rezoning of South Glen from AR to R-3 for 10/14 P&Z has reviewed & recommended approval
- Council presented with the City of Nevada & Iowa Rural Utilities Association Amendment to the current agreement for approval.

10/7/19 Nevada Planning and Zoning Meeting:

- P&Z reviews Preliminary Plat & makes recommendation to Council

10/9/19 State Annexation Board Meeting:

- State Development Board reviews voluntary annexation

10/14/19 Nevada City Council Meeting:

- Council holds Public Hearing to review rezoning from AR to R-3 1st of 3 readings

10/28/19 Nevada City Council Meeting:

- Council holds 2nd reading of rezoning

11/4/19 Nevada Planning and Zoning Meeting:

- P&Z reviews Final Plat & makes recommendation to Council

11/12/19 Nevada City Council Meeting:

- Council holds 3rd reading of rezoning, reviews Preliminary & Final Plats

Construction Drawings will be reviewed by staff & recommended to Council during timeline.

Dirt may be moved & work may be done on site prior to Construction Drawings approved by Council at Developer's own risk.

Prepared by: Kerin Wright, 1209 6th Street, P O Box 530, Nevada IA 50201
Return to: City of Nevada, 1209 6th Street, P O Box 530, Nevada IA 50201

Phone: 515-382-5466
Phone: 515-382-5466

RESOLUTION NO. 009 (2016/2017)

**A RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN REAL ESTATE
TO THE CITY OF NEVADA, IOWA**

WHEREAS, the City of Nevada, State of Iowa, is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City Applications for Annexation, as required by Section 368.7 of the Code of Iowa, executed by the owners of the real estate to be annexed, said property being described as follows:

Estate of Ivan Everett Hansen, 1500 South 11th Street, Nevada, IA 50201. The area is generally described as South 11th Street, south of Shagbark Drive.

The property is legally described below:

The Northeast Quarter of the Southeast Quarter, in Section 18, and The West 60.00 feet of the Northwest Quarter of the Southwest Quarter, in Section 17, All in Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa. Containing 41.83 acres, more or less, including approximately 3.66 acres lying within existing public right-of-way

(the "Property").

WHEREAS, the City of Nevada, Iowa desires to annex said territory upon the Applications heretofore presented,

WHEREAS, the City of Nevada, Iowa has complied with Section 368.7 of the Iowa Code by publishing and sending required notices by certified mail to the Story County Board of Supervisors, and

WHEREAS, on the 10th day of October, 2016, this Council held a public hearing on said proposed annexation pursuant to published notice, and

WHEREAS, this Council finds that the Property proposed to be annexed is not within the urbanized area of any city other than the City of Nevada, Iowa, and


WHEREAS, the property owners are currently negotiating with the rural water provider, Central Iowa Water Association ("CIWA"), to buy out CIWA's right to provide water supply services to the Property, and

WHEREAS, this Council, after having heard and considered all comments for and against this proposed annexation, finds and determines that it is in the best interest of the citizens of this community that, upon the property owners successfully buying out CIWA's rights to provide water services to the Property, that the application be granted and said Property be annexed into the City.


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

1. That the Application for Annexation of the real estate as described in Exhibit "A" attached hereto are hereby approved, contingent upon the property owners successfully buying out CIWA's rights to provide water services to the Property.
2. That on the passage of this Resolution and all other requirements provided herein, this territory shall thereafter be and become a part of the City of Nevada, Iowa.
3. That the City Clerk shall forthwith cause this Resolution and the exhibit attached hereto to be filed with the Iowa Secretary of State, Story County Board of Supervisors, each affected public utility, the District Iowa Department of Transportation, and the Story County Recorder as required by Section 368.7 of the Code of Iowa.

PASSED AND APPROVED this 10th day of October, 2016.


Lynn Lathrop, Mayor

ATTEST:


Kerin Wright, City Clerk

Motion by Council Member Ray Schwichtenberg, seconded by Council Member Andrew Kelly, that Resolution No. 009 (2016/2017) be adopted.


Ayes: Schwichtenberg, Kelly, Mittman, Walker, Barker

Nays: None

Absent: Hanson

The Mayor declared Resolution No. 009 (2016/2017) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 009 (2016/2017) at the regular Council Meeting of the City of Nevada, Iowa, held on the 10th day of October, 2016.



Kerin Wright, City Clerk

SEAL

RELAYED

AUG 15 2019

CITY OF NEWTON

Prepared by Todd D. Rozendaal, Iowa Regional Utilities Association, 1351 Iowa Speedway Drive, Newton, Iowa 50208. Telephone: (641) 792-7011

WATER SERVICE AGREEMENT

THIS AGREEMENT is made this 15 day of August 2019, by and between **Iowa Regional Utilities Association**, an Iowa nonprofit corporation having its principal place of business at Newton, Jasper County, Iowa (hereinafter referred to as "IRUA" or the "Association") and **South Glen, LLC** (hereinafter referred to as the "Developers"); **PROVIDES AS FOLLOWS:**

WHEREAS, the Developers affirmatively and materially represent and warrant that said Developers are the record owners of the legal and equitable title of real estate located in Story County, Iowa, that is, currently described as:

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

WHEREAS, the Developers have subdivided and/or plan to subdivide the Territory and the Developers acknowledge that said land contained within such aforesaid subdivision plat(s), will be used solely for residential purposes and will require a supply of treated potable water suitable for human consumption in average quantities for normal residential property uses.

WHEREAS, the Developers acknowledge and absolutely warrant to the Association, its successors and assigns, that said Developers are the only owners of legal and equitable title of record at present relative to the above-described real estate; and

WHEREAS, the Territory is within the Association's public water supply service territory and the Association is capable of providing public water supply services to the Territory; and

WHEREAS, the Association stands ready, willing and able, pursuant to the terms and conditions hereinafter set forth, to modify its public water supply and distribution system to provide for the presently-anticipated and future needs for public water supply services of the Territory as it is developed.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. SUPPLY AND DELIVERY OF WATER. Subject to each of the terms hereinafter set forth, the Association will furnish, as soon as is reasonably practicable, to each lot contained in Phase 1 of South Glen Subdivision, such quantity of potable water fit for human consumption as is presently anticipated to be necessary to serve the present needs of the respective owners of said Lots upon conveyance from the Developer. For the purposes of this agreement, Phase 1 shall include Lots 1-18, 28, 29, 38-43, and 60-65 as shown on the attached Water Main Layout for South Glen Subdivision and such development is referred to as "South Glen Phase 1".

2. CONSTRUCTION OF FACILITIES/WATERLINE AND METER EASEMENTS. The Association shall construct, install, and thereafter own, operate and maintain such public water supply system infrastructure and related appurtenances and facilities upon the proposed road right of way shown on the Water Main Layout, and/or upon easements granted under this Agreement as the Association may, in its sole discretion, deem reasonably necessary to provide the public water supply services contemplated herein. Said public water supply system infrastructure and appurtenances and other facilities shall be and at all times remain the sole property of the Association, its successors and assigns. During initial construction, the Association shall install curb stops to each Lot to be served. The location of such curb stops shall be at the discretion of the Association. All service lines from the curb stop to the dwelling shall be the responsibility of the Lot owner.

3. CONVEYANCE OF SYSTEM CONSTRUCTION/MAINTENANCE EASEMENTS. The Developers hereby grant, sell, assign and convey to the Association, its successors and assigns, absolutely and without reservation, affirmative and perpetual easements in, to and running with all streets and ways (and also including all designated utility easement areas) and the front (i.e., adjacent to street) thirty feet of each Lot in South Glen Phase 1 and such other parts of the Territory as necessary to allow the Association to provide the public water supply services contemplated herein; together with general rights of ingress and egress upon the whole of each such Lot/Street/Way/Outlot/Existing Easement in South Glen Phase 1 and such other parts of the Territory as necessary for the purposes of construction and placement of lines and necessary appurtenances and thereafter using, operating, inspecting, maintaining, repairing, replacing or removing such lines and appurtenances. The Developers expressly guarantee, warrant and materially represent that the Developers presently hold all legal and equitable interests in and to the Territory and have the exclusive and absolute right to grant, sell, assign and convey the aforementioned easements to the Association, its successors and assigns, without exception or reservation. Regardless of placement area, all meters and other equipment placed under this Agreement shall be and remain the sole property of the Association.

4. INITIAL PAYMENT AND ADDITIONAL REQUIRED PAYMENTS. The Developers, individually and on behalf of all present and future record owners of any part of the Territory, tender, and the Association accepts in settlement therefore, a non-refundable waterline construction and contract fee in the sum of **\$206,930** which shall entitle Developers to receipt of potable water from the Association to 32 lots in South Glen Phase 1. One half of the waterline construction and contract fee in the amount of \$103,465 shall be due upon execution of this Agreement and the remaining balance of \$103,465 shall be due upon completion of construction of the waterlines to South Glen Phase 1. All lines and appurtenances shall be solely the property of the Association. Such initial construction fees are in addition to the connection fees for individual service to each lot in South Glen Phase 1. The Association shall not be required to place waterlines on all sides of an access easement or street or way. Upon request for water service from the record equitable titleholder of any of the subject Lots, such owner shall pay to the Association a connection fee of \$500.00 for all service connections requested and paid for before December 31, 2020, and a connection fee as determined by the Association for all service connections requested and paid for after December 31, 2020, failing which the Association can not and does not assume any present or any later/future obligation to provide any water services to such Lot. Once all fees have been fully paid and the Association has provided the owner of a given Lot a water meter, to be installed by the Lot owner's plumber, water service capacity for normal use and purposes shall be considered "reserved" to that particular Lot within such subdivision. Upon the initial conveyance of equitable title from the Developer to any purchaser of any of the aforesaid Lots, which are subject to this Agreement for service, such initial owner must seek and pay the aforesaid connection fees for water service from the Association within thirty days from the date of acquisition of title or shall be deemed to have forfeited without further notice any future right to receive water services from the Association.

5. COVENANT TO TAKE, RECEIVE AND PAY FOR WATER; AND, PROVISION FOR RELEASE THEREFROM. Developers hereby create and establish a covenant running with the land and attaching to each said Lot in South Glen Phase 1 and in all other lots to be later platted in the Territory, the same to be forever binding upon the owner(s) of each of said Lot, their respective heirs, successors and assigns, as follows: That the respective owner(s) of each said Lot shall each: (a) Take and receive all water to be used in any manner upon each said Lot solely from the Association, its successors or assigns, commencing within thirty (30) days from the date any such owner acquires equitable title to the subject Lot; and, (b) Accept and retain membership in good standing in said Association, its successors or assigns, in accordance with its Articles of Incorporation, Bylaws, Rules and Regulations and other policies, as may now exist and/or be hereinafter established or amended; and, (c) Pay for such water services in such manner, at such times and places, and upon such terms and at such rates as may now or hereafter be fixed and determined by said Association, its successors or assigns. NOTE: Such fees and charges for such water services, together with interest, costs, and reasonable attorneys' fees for enforcement of Association interests, shall be a charge on the land and shall be a continuing lien upon the numbered Lot to which such water services are provided or are to be provided. Each such charge, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the legal and equitable owner(s) of record at the time when such charges were first due and shall be deemed a continuing lien and charge upon the land. In addition, the personal obligation for delinquent charges, interest, costs, and reasonable attorneys' fees shall pass to record successors and assigns of legal and/or equitable title to the subject numbered Lot unless expressly released by the Association. All future purchasers of interests in and to said Lots of such subdivision

are subject to this Agreement are cautioned to inquire before purchase whether all charges have been paid to date of purchase.

6. FUTURE DEVELOPMENT. This non-refundable waterline construction and contract fee in the sum of \$206,930 applies only to South Glen Phase 1. Any other development in the Territory shall be covered under a separate agreement and such fees as are then applicable.

If the Developers construct water system improvements to the remaining 33 lots the Developers shall pay the sums set out below based on the attached South Glen Water Main Layout (Drawing C3.1 & C3.2):

| Year of Improvement | Base Cost | Additional Cost | Total Developer Cost |
|---------------------|-----------|-----------------|----------------------|
| 2020 | \$206,930 | \$108,070 | \$315,000 |
| 2021 | \$206,930 | \$108,070 | \$315,000 |
| 2022 | \$206,930 | \$113,070 | \$320,000 |
| 2023 | \$206,930 | \$118,070 | \$325,000 |
| 2024 | \$206,930 | \$118,070 | \$325,000 |
| 2025 | \$206,930 | \$120,570 | \$327,500 |
| 2026 | \$206,930 | \$123,070 | \$330,000 |

7. TIME OF PERFORMANCE. In the performance of each of the provisions of this Agreement, time shall be of the essence.

8 REPRESENTATIONS. No party hereto may reasonably rely upon any oral or other representations made in the negotiation of this Water Service Agreement. This Agreement constitutes the entire agreement of the parties; and, any subsequent modifications hereof shall be made in writing and signed by the party to be charged.

9 CONTINGENCIES. The initial and continuing provision of water services by the Association is contingent upon its receipt of potable water of sufficient quantities in accord with existing and any future contracts for purchase thereof.

10. SUCCESSORS AND ASSIGNS. This Agreement is binding upon, and inures to the benefit of, the parties hereto and, except as otherwise provided herein, each party's successors and permitted assigns.

11. COUNTERPART EXECUTION. This Agreement may be executed in any number of counterparts, with the same effect as if the parties had signed the same document. For purposes of this Agreement, a photographic, photostatic, facsimile, electronic or similar reproduction of a writing signed by a Person will be regarded as an original copy signed by that Person.

12. RECORDING. Once fully executed the original of this Agreement shall be recorded in

the Office of the Story County, Iowa Recorder.

13. COSTS OF LITIGATION. In any legal or arbitration proceedings, or other actions between any of the parties hereto, to enforce any of the terms or conditions of this Agreement of any or any action in any other way pertaining to the Company affairs or this Agreement, the prevailing party, in addition to any other damages or compensation received, will be entitled to recover that party's litigation or arbitration costs, including reasonable attorneys' fees, expenses and costs of any appeals.

14. REFERENCES TO THIS AGREEMENT; HEADINGS; SCOPE. All headings and captions in this Agreement are for convenience of reference only and are not intended to define or limit the scope or intent of this Agreement. The attached schedules and exhibits are an integral part of this Agreement.

15. CONSTRUCTION. This Agreement is to be construed according to its fair meaning and not strictly for or against any party hereto. Both parties were represented by counsel in the development of this Agreement and agree they are the joint scrivener's hereof and the presumption that the terms hereof shall be interpreted against the interest of the scrivener shall not apply. Any reference to forms, schedules, the Act, Code, Treasury Regulations or other Laws includes any amendments or modifications thereof or replacements thereto.

16. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision hereof is invalid or unenforceable for any reason whatsoever under the Laws of a particular jurisdiction, this Agreement will be construed and enforced as if the invalid or unenforceable provision were not a part of this Agreement for purposes of that jurisdiction, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement. Moreover, a provision as similar in terms to the invalid or unenforceable provision as may be possible and be valid and enforceable in the applicable jurisdiction will be substituted automatically as part of this Agreement in lieu of the illegal, invalid or unenforceable provision. If the Act or other controlling Law is subsequently amended or interpreted by an appropriate governmental authority in a way that causes any provision of this Agreement that was formerly invalid or unenforceable to become valid or enforceable, that provision (to the extent that it subsequently becomes valid and enforceable) will be considered to be adopted as part of the Agreement as of the effective date of that amendment or interpretation or this Agreement, whichever is later.

17. FURTHER ACTION AND ASSURANCES. The Association and the Developers agree to perform all further acts and execute, acknowledge and deliver any instruments or documents as may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

18. GOVERNING LAW. The validity, construction and interpretation of this Agreement and all questions arising out of or relating to either the organization of, or the investment in, the Company, or this Agreement, or the rights, duties and responsibilities of the parties hereunder (including claims alleging fraud, misrepresentation or similar torts), are to be governed by the laws of the State of Iowa, without regard to the choice or conflicts of laws principles of any jurisdiction. This Agreement shall be enforced in any federal or state court sitting in Jasper County, Iowa and each party to this Agreement

hereby consents to the jurisdiction and venue of such court and waives any and all arguments that it may have relating to such matters.

IN WITNESS WHEREOF the parties have executed this Agreement as their voluntary act and deed as of the dates hereinafter indicated and agree to be bound by the terms hereof.

SOUTH GLEN, LLC

James G. Frevert 8/15/19 Allen L. Kockler 8-15-19
James G. Frevert, Manager Date Allen L. Kockler, Member Date

IOWA REGIONAL UTILITIES ASSOCIATION:

Ronald Dunsbergen Pres.
Ronald Dunsbergen, President

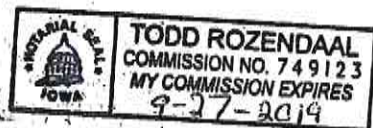
Delwin Van Zante, Sec.
Delwin Van Zante, Its Secretary

Notary Acknowledgements

STATE OF _____ IOWA >> COUNTY OF Story >> SS:

On August 15, 2019, before me the undersigned, a Notary Public in and for said state, personally appeared **James G. Frevert**, to me personally known, who, being by me duly sworn, did say that the person is the Manager of said LIMITED LIABILITY COMPANY executing the foregoing instrument; that NO SEAL has been procured by the said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its managers and the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

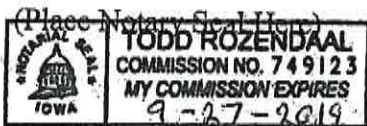
(Place Notary Seal Here)

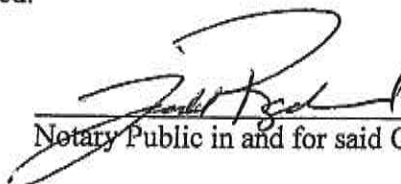


Todd Rozendaal
Notary Public in and for said County and State

STATE OF _____ IOWA >> COUNTY OF Story >> SS:

On August 15, 2019, before me the undersigned, a Notary Public in and for said state, personally appeared **Allen L. Kockler**, to me personally known, who, being by me duly sworn, did say that the person is a Member of said LIMITED LIABILITY COMPANY executing the foregoing instrument; that NO SEAL has been procured by the said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its managers and the said Member acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



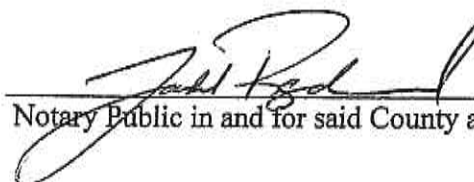

Notary Public in and for said County and State

STATE OF Iowa >> Jasper COUNTY >> SS:

On this 15 day of August, 2019, before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared **Ronald Dunsbergen** and **Delwin Van Zante**, to me personally known, who, being by me duly sworn, did say: that such persons are, respectively, the President and the Secretary of Iowa Regional Utilities Association, the aforesaid corporation executing the within and foregoing instrument, that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that the aforesaid persons, as said officer such corporation the execution of said instrument to be the voluntary act and deed of said corporation, and by said officers voluntarily executed.

(Place Notary Seal Here)




Notary Public in and for said County and State

CITY OF NEVADA

VOLUNTARY ANNEXATION PETITION

APPLICATION FORM

(This form must be filled out completely before your application will be accepted)

1. Property Address for this Voluntary Annexation or a description of the General Location if an Address has not been

assigned: Parcel ID 11-18-400-200 and adjacent right-of-way (South 11th Street, south of Shagbark Drive)

2. Legal Description (attach, if lengthy):

The Northeast Quarter of the Southeast Quarter, in Section 18, and

The West 60.00 feet of the Northwest Quarter of the Southwest Quarter, in Section 17,

All in Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa.

Containing 41.83 acres, more or less, including approximately 3.66 acres lying within existing public right-of-way.

3. Property Owner: ESTATE OF DELVIN HANSEN, EXECUTOR,
Ivan Everett Hansen, DECEASED, By: Donald S. Juhl, ATTY. FOR EXEC.

Address: 1500 South 11th Street Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515.382.4292 (ATTY.) 515.382.3790
(Home) (Business) (Fax)
e.mail: donjuhlaw@yahoo.com

4. Applicant: Jim Frevert

Address: 539 Oak Lane Nevada IA 50201
(Street) (City) (State) (Zip)

Telephone: 515-382-4251
(Home) (Business) (Fax)

5. Contact Person: Scott Williams - FOX Engineering

Address: 414 South 17th Street, Suite 107 Ames IA 50010
(Street) (City) (State) (Zip)

Telephone: 515-233-0000
(Home) (Business) (Fax)

Obtaining approval of this Voluntary Annexation does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, IDOT access permits, et cetera.

I (We) certify that I (We) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Nevada and have submitted all the required information.

*ESTATE OF IVAN E. HANSEN, DECEASED,
DELVIN HANSEN, EXECUTOR*
Signed by: *By: Donald G. Smith, Atty. General* Date: *8/17/16*
(PROPERTY OWNER)

(Note: No other signature may be substituted for the Property Owner's Signature.)

and: *James G. Zwerdt* Date: *8/18/16*
(APPLICANT)
and: *Lee Williams* Date: *8/4/16*
(Contact Person)

This Annexation Petition must include signatures by the owners of 50% of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of 50% of the area of all real estate lying outside of said tract but within 200 feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such 200 feet.



RESOLUTION NO. 010 (2019/2020)

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE JULY 2007 OPTION FOR PURCHASE OF TREATED WATER WITH IOWA REGIONAL UTILITIES ASSOCIATION

WHEREAS Iowa Regional Utilities Association (the "Association") and the City of Nevada, Iowa (the "City") are parties to a July 2007 Option for Purchase of Treated Water (the "Option Agreement"); and

WHEREAS the Option Agreement was amended pursuant to the terms of a Water Service Territory Transfer Agreement dated April 29, 2013; and

WHEREAS the Association timely exercised its option under the terms of the Option Agreement; and

WHEREAS South Glen L.L.C. ("South Glen") proposes to develop the following described real estate located in the Association's water service territory, which has been annexed to the City, to-wit:

The Northeast Quarter of the Southeast Quarter, in Section 18, of the West 60.00 feet of the Northwest Quarter of the Southwest Quarter, in Section 17, All in Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa. Containing 41.83 acres, more or less, including approximately 3.66 acres lying within existing right-of-way.
(the "Property")

WHEREAS the City has determined it to be in the public interest that the Property proposed for development by South Glen receive water when needed, at flows and pressures exceeding that required for domestic potable water use; and

WHEREAS in order to facilitate South Glen's proposed development and assure the Property is supplied with water meeting those City adopted enhanced flow and pressure conditions when needed, it is necessary to amend the Option Agreement as amended.

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

1. The Second Amendment to the July 2007 Option for Purchase of Treated Water with Iowa Regional Utilities Association is hereby approved.
2. The Mayor and City Clerk are authorized to execute said amendment and take any action necessary to effectuate authorization of the same.

PASSED AND APPROVED this 9th day of September, 2019.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member _ that Resolution No. 010 (2019/2020) be adopted.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Resolution No. 010 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 010 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 9th day of September, 2019.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2019-2020\010- Amended IRUA Agreement (002).docx

SECOND AMENDMENT TO JULY 2007 OPTION FOR PURCHASE OF TREATED WATER

WHEREAS Iowa Regional Utilities Association (the "Association") and the city of Nevada, IA (the "City") in July of 2007 entered into one certain *Option for Purchase of Treated Water* (the "*Option Agreement*") (a copy of which is attached hereto, marked Exhibit 1 and by this reference made a part hereof); and

WHEREAS the *Option Agreement* was amended pursuant to the terms of one certain *Water Service Territory Transfer Agreement* dated April 29, 2013 (a copy of which is attached hereto, marked Exhibit 2 and by this reference made a part hereof); and

WHEREAS the Association timely exercised its option under the terms of the *Option Agreement*; and

WHEREAS South Glen L.L.C. ("South Glen") proposes to develop the following described real estate located in the Association's water service territory which has been annexed to the City, to-wit:

The NE ¼ of the SE ¼ of Section 18, Township 83 North, Range 22 West of the 5th P.M., except road, Story County, Iowa (the "Territory"); and

WHEREAS the City has determined it to be in the public interest that the Territory proposed for development by South Glen receive water when needed at flows and pressures exceeding that required for domestic potable water use; and

WHEREAS the Association and the City want to facilitate South Glen's proposed development and assure the Territory is supplied with water meeting those City adopted enhanced flow and pressure conditions when needed - and in order to do so desire to further amend the terms and provisions of the *Option Agreement* as amended; and

WHEREAS the Association and the City are desirous of memorializing the amendment of the terms and provisions of the *Option Agreement*.

NOW THEREFORE in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged, the Association and the City agree as follows:

1. On Demand Receipt of Water. The Association and the City agree that the Association shall be able to receive on demand and purchase water from the City for the benefit of the Territory at all such times as needed.

2. Connection Point. The Association shall connect to the City's public water supply system at in the west road right-of-way of South 11th Street, approximately 140 feet south of the centerline of Shagbark Drive (the "Connection Point"). The real property containing the Connection Point and appurtenant structures shall be supplied by the City. The Association shall install a water meter, a water connection pit and related appurtenant structures at the Connection Point.

3. Easement. The City grants the Association a perpetual easement including but not limited to the right of ingress and egress to the Connection Point and for all purposes necessary and incidental to accessing, constructing, maintaining, repairing and replacing such infrastructure and appurtenant structures necessary to maintain the Connection Point and to assure that the Association has on demand access to the City's water at the Connection Point and is able to transfer same to the Territory for meeting those above referenced City adopted enhanced flow and pressure conditions when needed.

4. Compensation. The Association shall pay the City for the water the City supplies to the Association for the benefit of the Territory for meeting those above referenced City adopted enhanced flow and pressure conditions when needed pursuant to the terms of this Agreement at the same rate and in accordance with the same terms as the Association pays the City for water provided pursuant to the terms of the *Option Agreement* as amended.

5. Term. Notwithstanding any other provision of the *Option Agreement* as amended or any other term hereof, this Agreement shall remain in effect and the City shall supply water to the Association pursuant to the terms hereof for the benefit of the Territory until such time and date as the parties mutually agree to terminate this Agreement.

6. Other Terms. Except as expressly changed by this Agreement all other terms and provisions of the *Option Agreement* as amended remain unchanged and apply with full force and effect to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in _____ counterparts, each of which shall be deemed to be an original.

CITY OF NEVADA, IOWA:

By: _____,
its Mayor

Attest: _____
City Clerk/Administrator

IOWA REGIONAL UTILITIES ASSOCIATION:

By: _____
Ronald Dunsbergen, its President

By: _____
Delwin Van Zante, its Secretary

STATE OF IOWA>> _____ COUNTY>> ss:

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Nevada, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance Number _____ passed (the Resolution adopted) by the City Council, under Roll Call Number _____ of the City Council on the _____ day of _____, 2019, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Iowa Notary Public

STATE OF IOWA>> JASPER COUNTY>> SS:

On this _____ day of _____, 2019, before me the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Ronald Dunsbergen and Delwin Van Zante, to me personally known, who, being by me duly sworn, did say: that such persons are, respectively, the President and the Secretary of Iowa Regional Utilities Association, the aforesaid corporation executing the within and foregoing instrument, that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that the aforesaid Ronald Dunsbergen and Delwin Van Zante, as said officers of such corporation, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by said officers voluntarily executed.

Iowa Notary Public

THIS AGREEMENT IS APPROVED on behalf of the United States of America (USDA/RD) this _____ day of _____, 2019.

UNITED STATES OF AMERICA:

Area Director

THIS AGREEMENT IS APPROVED on behalf of National Bank for Cooperatives (CoBank) this _____ day of _____, 2019.

NATIONAL BANK FOR COOPERATIVES:

Julia McCusker, Vice President

Prepared by Frank M. Smith, 4215 Hubbell Avenue, Des Moines, IA 50317 / 515-265-6210

OPTION FOR PURCHASE OF TREATED WATER

THIS IS AN AGREEMENT by and between CIWA and Nevada upon the following terms and conditions:

1. **DEFINITIONS.** Unless the context otherwise requires, terms used in this Agreement are defined as follows:

1.1. "CIWA" means Iowa Regional Utilities Association Inc. d/b/a Central Iowa Water Association, an Iowa chapter 504 nonprofit corporation, with principal offices at 3801 Iowa Speedway Drive, Newton, Iowa 50208, which provides regional water utility services throughout central Iowa including Story County.

1.2. "Nevada" means the City of Nevada, Iowa, an Iowa municipal corporation located in Story County, with principal offices at 1209 6th Street, Nevada, Iowa 50201.

2. **OPTION TO PURCHASE.**

[a] Nevada hereby grants to CIWA the option to purchase up to 250,000 gallons of treated water daily averaged over the billing cycle. By way of example, if the billing cycle consists of 30 days, Nevada agrees to sell CIWA up to 7,500,000 gallons of treated water during the billing cycle. If the billing cycle consists of 28 days, then Nevada agrees to sell CIWA up to 7,000,000 gallons of treated water during the billing cycle. CIWA will not exceed the 250,000 gallons daily averaged over the billing cycle without Nevada's prior approval. Maximum daily demand shall not exceed 300,000 gallons per day.

[b] This option shall be exercised by CIWA providing written notice by certified mail to the Nevada City Clerk of its intention to exercise said option. If not sooner exercised, this option shall lapse at midnight August 31, 2011. The postmarked date of mailing shall determine the date that said option is exercised.

[c] If CIWA timely exercises said option, then Nevada agrees to supply to CIWA up to 250,000 gallons of treated water daily averaged over the billing cycle and CIWA agrees to pay to Nevada the sum of \$3.50 per thousand (1,000) gallons of treated water so supplied. The price of \$3.50 per thousand (1,000) gallons of treated water supplied is guaranteed by Nevada to CIWA through August 31, 2011.

[d] Commencing September 1, 2011, CIWA shall pay Nevada \$3.50 per thousand gallons plus an additional amount equivalent to all water rate increases assessed by Nevada

to its residential customers on or after September 1, 2011, through the termination date of this contract. By way of example, if Nevada increases the water rate it charges its residential customers 10% on September 2, 2011, then the water rate which CIWA will pay Nevada will be increased by 10% from \$3.50 per thousand gallons to \$3.85 per thousand gallons. CIWA shall have the right to audit and confirm the proper calculation of such rate increases.

[e] Nevada's obligation to sell water to CIWA pursuant to the timely exercised option shall terminate twenty (20) years after CIWA exercises said option. A residential customer is defined to be a customer who uses water for domestic and household purposes and not for commercial or industrial uses.

^{dlw}
32. NEVADA'S DUTIES IF CIWA EXERCISES ITS OPTION. If CIWA timely exercises the option set forth in paragraph 2 then Nevada agrees, in addition to the provisions of paragraph 2, as follows:

[a] Nevada will supply CIWA at the mutually agreeable point of delivery up to 250,000 gallons daily of potable treated water meeting applicable purity standards of all local, state and federal agencies and entities having regulatory jurisdiction with regard thereto. CIWA may, however, exceed 250,000 gallons on peak usage days during the billing cycle or to meet additional demands in the event of an emergency. CIWA shall notify Nevada at least 48 hours prior to the start of any planned usage of Nevada treated water. In the event of an emergency, CIWA shall notify Nevada within 2 hours of the opening of the Nevada supply and may be required to adjust flow based upon Nevada operational considerations during the 48-hour notification period.

[b] Nevada will supply water at a location able to provide^{dlw} an average static pressure of 40 psi. Emergency failures of pressure due to force majeure, main breaks, use for fire fighting, or other catastrophic events will excuse Nevada from this provision for such reasonable period of time as may be necessary to restore service.

[c] Nevada will construct, install, operate and maintain, at its expense, the necessary metering equipment and devices for measuring the quantity of water at the points^{dlw} of delivery in meter pits^{dlw} to be constructed by CIWA. Nevada shall have access to the meter pits^{dlw} at reasonable times to read the meters^{dlw} and confirm the accuracy of the metering equipment. Any testing of the metering equipment shall be at the expense of Nevada. Measurement within 2% of the actual amount shall be deemed to be proper calibration. An inaccuracy greater than 2% shall require the parties to adjust the billing amount. If the parties are unable to agree on the adjustment, the adjustment shall be an amount which equals the average of the previous two (2) years recorded usage for the identical period.

[d] Nevada shall read the master meters within the first ten (10) days of each month and shall transmit a written statement of such readings to CIWA within the first ten (10) days of the following month. CIWA shall remit payment of the amount due Nevada on or before the 25th of the month following the reading.

[e] Nevada will at all times operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish CIWA with quantities of water as provided by this agreement. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, the supply of water available to CIWA will be reduced or diminished in the same ratio and proportion as the supply to Nevada's residential customers is reduced or diminished. A residential customer is defined to be a customer who uses water for domestic and household purposes and not for commercial or industrial uses.

4. ^{ch}**CIWA'S DUTIES IF IT EXERCISES ITS OPTION.** If CIWA timely exercises the option set forth in paragraph 2 then CIWA agrees, in addition to the provisions of paragraph 2, as follows:

[a] CIWA will construct, install, operate and maintain, at its expense, the necessary improvements, including the meter pits that house the metering equipment, to accept delivery of water from Nevada in full compliance with all applicable engineering standards and the regulatory requirements of the state of Iowa. The meter pits shall be deemed the property of CIWA.

5. ^{ch}**BINDING ON SUCCESSORS IN INTEREST.** This contract is binding on the successors and assigns of each party.

6. ^{ch}**ASSIGNMENT.** Neither party may assign this contract or the rights and responsibilities hereunder without the express consent of the other party, which consent shall not be unreasonably withheld if the assignee is financially responsible; provided, however, that this provision shall not interfere with or preclude any present or future security or other interests granted by CIWA to the United States of America acting through the United States Department of Agriculture, Rural Development Administration or any other secured lender of CIWA.

7. ^{ch}**DEFAULT.** Each of the following shall be considered acts of default by CIWA: [a] Failure to pay the consideration or any part thereof, provided, however, that a default for the failure to pay the consideration or any part thereof shall not be deemed to have occurred until after Nevada has given CIWA written notice [a] by certified mail, restricted delivery and return receipt requested, or [b] or in a manner prescribed the Iowa Rules of Civil Procedure of nonpayment and opportunity to cure and CIWA has failed within thirty (30) days from the date of the mailing of said notice by certified mailing or within thirty (30) days of service of said notice in the manner prescribed by the Iowa Rules of Civil Procedure, whichever first occurs, to make full payment of the consideration due hereunder. [b] Failure to do, observe, keep and perform any of the other terms, covenants, conditions, agreements and provisions required under this agreement to be done, observed, kept and performed by CIWA; provided, however, that a default shall not be deemed to have occurred regarding CIWA's failure to do, observe, keep and perform any of the other terms,

covenants, conditions, agreements and provisions required of CIWA under this agreement until after Nevada has given by certified mail, restricted delivery and return receipt requested, or in a manner prescribed the Iowa Rules of Civil Procedure served CIWA written notice of such failure and opportunity to cure and CIWA has failed to cure within thirty (30) days of the service receipt of said notice of such failure; PROVIDED that in all events, if CIWA acts promptly upon receipt of such notice to cure such failure and diligently pursues rectifying said failure and substantially rectifies said failure within thirty (30) days of receipt of said notice, then CIWA shall not be deemed in default so long as it completes rectifying said failure with due diligence.

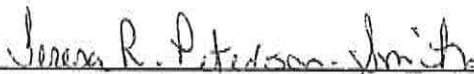
The following shall be considered acts of default by Nevada: Failure to do, observe, keep and perform any of the other terms, covenants, conditions, agreements and provisions required under this agreement to be done, observed, kept and performed by Nevada; provided, however, that a default shall not be deemed to have occurred regarding Nevada's failure to do, observe, keep and perform any of the other terms, covenants, conditions, agreements and provisions required of Nevada under this agreement until after CIWA has given by certified mail, restricted delivery and return receipt requested, or in a manner prescribed the Iowa Rules of Civil Procedure served Nevada written notice of such failure and opportunity to cure and Nevada has failed to cure within thirty (30) days of the service receipt of said notice of such failure; PROVIDED that in all events, if Nevada acts promptly upon receipt of such notice to cure such failure and diligently pursues rectifying said failure and substantially rectifies said failure within thirty (30) days of receipt of said notice, then Nevada shall not be deemed in default so long as it completes rectifying said failure with due diligence.

§ 7. **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties.

IN WITNESS WHEREOF, the parties, acting under authority of their respective governing bodies, have caused this contract to be executed in three counter parts, each of which shall be deemed to be an original.

City of Nevada

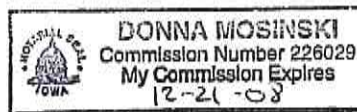
By: 
Gearold E. Gull, Mayor

By: 
Teresa R. Peterson-Smith, City Clerk

STATE OF IOWA, STORY COUNTY, SS:

This instrument was acknowledged before me on the 25th day of July, 2007, by Gearold E. Gull and Teresa R. Peterson-Smith as mayor and clerk of the City of Nevada, Iowa.

Donna Mosinski
Notary Public



Iowa Regional Utilities Association Inc.

By Ronald Dunsbergen Pres
President

STATE OF IOWA, COUNTY OF JASPER, ss:

This instrument was acknowledged before me on the 16th day of July, 2007, by RONALD D. DUNSBERGEN as PRESIDENT of Iowa Regional Utilities Association, Inc.

Duane C. Rozendaal
Notary Public



WATER SERVICE TERRITORY TRANSFER AGREEMENT

THIS AGREEMENT is entered into between Iowa Regional Utilities Association d/b/a Central Iowa Water Association ("CIWA") and the City of Nevada (the "City" or "Nevada") as of the 29th day of April, 2013.

WHEREAS, CIWA currently has the exclusive right to serve and provide public water supply services to certain property known as Tract 1 as described on Exhibit A which is attached hereto and by this reference made a part hereof; and

WHEREAS, the City wishes to purchase the right to serve raw and potable water to Tract 1 and develop the water and sewer utility infrastructure to serve Tract 1; and

WHEREAS the City has determined that it is in the City's best interests (as such authority is granted to the City under Iowa Code §26.9) to enter into this agreement with CIWA to accomplish its goals;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, terms herein shall have the following meanings:

1.1 "CIWA" means Iowa Regional Utilities Association d/b/a Central Iowa Water Association, an Iowa non-profit corporation with its principal offices currently located at 1351 Iowa Speedway Drive, Newton, Iowa 50208.

1.2 "Nevada" means the city of Nevada, Iowa, an Iowa municipal corporation located in Story County, Iowa, with its principal offices currently located at 1209 6th Street, Nevada, Iowa 50201.

1.3 "Tract 1" or "Property" means the real property legally described on Exhibit A, which is attached hereto and by this reference made a part hereof.

1.4 "Projects" means collectively [a] the Interconnection Project, [b] the Potable Water Main Extension, [c] the Raw Water Main Extension and [d] the Sanitary Sewer Extension as referred to in paragraphs 4, 5, 6 and 7 of this Agreement.

2. **Circumstance and Purpose.**

2.1 CIWA is a non-profit Iowa corporation that has the exclusive right to provide regional public water supply services in certain areas throughout central Iowa, including to Tract 1.

2.2 CIWA is a federally indebted water association under 7 U.S.C. §1926(b).

2.3 Nevada is an Iowa municipal corporation that operates a municipal public water supply system and has annexed Tract 1.

2.4 CIWA presently has the exclusive right to provide public water supply services to Tract 1 and Nevada desires to provide public water supply services to Tract 1.

2.5 CIWA is willing to relinquish its right to exclusively provide public water supply services to Tract 1 subject to the terms and conditions hereof.

2.6 CIWA is willing to construct the Projects necessary, among other things, to connect Tract 1 to the City's existing infrastructure, as shown in aerial map, attached hereto as Exhibit B, which by this reference is made a part hereof.

2.7 Nevada has determined that it is in its best interests under the provisions of Iowa Code §26.9 to enter into this Agreement.

2.8 In consideration of the covenants set forth the herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CIWA and the City agree as hereinafter set forth.

3. **Relinquishment of Service Rights and Compensation Due to CIWA.** CIWA shall permanently relinquish its right to provide public water supply services, including treated and raw water services, to Tract 1 and in consideration thereof and in consideration of the other covenants set forth herein, Nevada shall pay CIWA the sum of Six Hundred Fifty-Seven Thousand Dollars (\$657,000.00) (the "Purchase Price"). Nevada shall pay the Purchase Price to CIWA on or before May 2, 2013.

4. **Interconnection Project.** In further consideration of this Agreement, the City approves CIWA's plans and specification for CIWA's interconnection with the City's water supply pipelines, as detailed in the attached Exhibit C, which by this reference is made a part hereof (the "Interconnection Project"). The City shall pay for and construct the valve and control building and the other infrastructure required of it for the Interconnection Project by November 15, 2013, unless there are circumstances beyond the City's control such as weather delays, which delay construction; and if such circumstances beyond the City's control occur, then in all events the City shall proceed with reasonable dispatch in regard to the construction of the valve and control building and the other infrastructure required of it for the Interconnection Project so as to bring such to completion as close as reasonably possible to November 15, 2013.

5. **Potable Water Main Extension.** Prior to the execution of this Agreement, Nevada has provided CIWA a final set of plans and specifications for the Potable Water Main Extension to Tract 1, which includes approximately 1,100 feet of 12" main in front of Lincoln Way Energy facility, south to Lincoln Way Highway, and west along the Property (the "Potable Water Main Extension"). A copy of said plans and specifications is attached hereto as Exhibit D and by this reference made a part hereof. The City agrees to obtain all necessary permits and right-of-way agreements for the Potable Water Main Extension project, and CIWA agrees to pay for and construct the Potable Water Main Extension in accordance with Exhibit D.

6. **Raw Water Main Extension.** Prior to the execution of this Agreement, Nevada has provided CIWA a final set of plans and specifications for the Raw Water Main Extension to Tract 1, which includes approximately 1,500 feet of 12" main in front of Lincoln Way Energy facility, south to Lincoln Way Highway, and west along the Property (the "Raw Water Main Extension"). A copy of said plans and specifications is attached hereto as Exhibit E and by this reference made a part hereof. The City agrees to obtain all necessary permits and right-of-way agreements for the Raw Water Main Extension project, and CIWA agrees to pay for and construct the Raw Water Main Extension in accordance with Exhibit E.

7. **Sanitary Sewer Extension.** Prior to the execution of this Agreement, Nevada has provided CIWA a final set of plans and specifications for the Sanitary Sewer Extension to Tract 1, which includes approximately 9,800 feet of 4" force main (the "Sanitary Sewer Extension"). A copy of said plans and specifications is attached hereto as Exhibit F and by this reference made a part hereof. The City agrees to obtain all necessary permits and right-of-way agreements for the Sanitary Sewer Main Extension project, and CIWA agrees to pay for and construct the Sanitary Sewer Extension in accordance with Exhibit F.

8. **Right of Review.** The parties hereby agree that the City shall retain its right to review¹ CIWA proposed projects pursuant to the City's 1992 Resolution 65 (91-92), with the following modifications:

- (a) For each proposed project, CIWA will furnish the City a proposed design, which has been approved by the Iowa Department of Natural Resources ("IDNR"). CIWA agrees to modify said design and construct the project to meet City requirements, subject to the City paying CIWA, within thirty (30) days of completion of construction, for all additional costs incurred by CIWA directly delegated to the project over and above those incurred by CIWA to construct the project as originally approved by IDNR. Further, the City does not have the right to curtail or limit CIWA providing public water supply services to customers within CIWA's water service territory.
- (b) Service connections to CIWA along CIWA's water lines in existence as of the date of this Agreement are not subject to this right of review.
- (c) The City will review all emergency service connection requests made to CIWA by customers within CIWA's water service territory, which customers are located within two (2) miles of the City, within forty-eight (48) hours of the City receiving notification thereof. The City will advise CIWA within seventy-two (72) hours of the City receiving notification whether the City desires that the connection be modified to meet City

¹ The City's right of review shall not be utilized to curtail CIWA's provision of service to its (CIWA's) customers within its (CIWA's) service territory, and the granting by CIWA to the City of the right to review CIWA's proposed projects shall not be construed to be an abrogation or limitation in any way of the protections accorded CIWA by 7 U.S.C. §1926(b) *et. seq.*

requirements, provided that CIWA agrees to modify said design and construct the connection to meet City requirements, subject to the City paying CIWA, within thirty (30) days of completion of construction, for all additional costs incurred by CIWA directly delegated to the connection over and above those incurred by CIWA to construct the connection as originally approved by IDNR; and provided further that CIWA may, in its discretion construct a temporary connection to meet the immediate needs of the customer, pending notification from the City. For purposes of this Agreement, "emergency service connection" shall be defined as any connection necessary to prevent loss of life or property, or which is required to ensure public health, safety or welfare, as demonstrated by the customer. Examples would include a well running dry or becoming contaminated or potable water not being available to the customer for similar reasons.

- (d) The City will review all other CIWA proposed projects within thirty (30) days of receiving notification from CIWA of CIWA's general plans and specifications for each such proposed project.

9. **Purchase of Treated Water.** The parties hereby agree that the water rate established pursuant to the parties' 2007 *Option for Purchase of Treated Water Agreement* ("Water Agreement") will be fixed at \$3.50/1000 gallons of water until December 31, 2013. After December 31, 2013, the water rate will be adjusted according to paragraph 2(d) of the Water Agreement.

10. **Timeline for Completion.** CIWA agrees that it shall begin construction on the Projects upon approval of the *Agreement* by all parties, or as soon thereafter as weather permits. Construction of these Projects, in compliance with CIWA's and the City's plans and specifications as set forth on Exhibit C, Exhibit D, Exhibit E and Exhibit F attached hereto, shall be completed no later than 120 days from the issuance of the permits authorizing commencement of the Projects, unless there are circumstances beyond CIWA's or the City's control such as weather delays, which delay construction; and if such circumstances beyond CIWA's or the City's control occur, then in all events CIWA and the City shall proceed with reasonable dispatch in regard to the construction of said Projects so as to bring them to completion as close as reasonably possible to within 120 days from the issuance of the permits authorizing commencement of the Projects .

11. **Permit Fees & Change Orders.** All permit fees, tapping fees and related fees otherwise chargeable to CIWA are waived and/or shall be paid for by the City All Projects shall be constructed in accordance with the plans and specifications submitted to CIWA by Nevada on about February 7, 2013. Any deviation from the said plans and specifications submitted to CIWA by Nevada on about February 7, 2013, shall require a change order approved by the City and CIWA prior to the commencement of the work for such.

12. **Ownership of Infrastructure.** During the course of construction and upon completion of the Projects, the City shall inspect the work on such Projects to ensure compliance

with CIWA's and the City's plans and specifications as set forth on Exhibit C, Exhibit D, Exhibit E and Exhibit F attached hereto. Upon completion of the aforesaid Projects, ownership of the infrastructure for the Projects shall transfer to the City to own, maintain, and service. Nevada and CIWA agree to take any steps necessary to effectuate this transfer of ownership.

13. **Permanent Relinquishment of CIWA's Right to Serve Tract 1.** If the City complies with all terms of this Agreement, then

- (a) CIWA shall relinquish all right, title, interest and claims to provide public water supply services, including treated water, raw water, sanitary sewer services, and storm water services to Tract 1 effective upon completion of construction of the Projects;
- (b) The City will be entitled solely and exclusively to provide public water supply services to Tract 1; and
- (c) The City shall not be required to pay any further compensation to CIWA over and above the compensation required herein for the right to provide public water supply services to Tract 1.

14. **Default/Remedies.** In the event of default, the parties shall be entitled to utilize any and all remedies as are at law or in equity available to them (including specific performance or injunctive relief) and the prevailing party in any such action shall be entitled to recover from the non-prevailing party all attorney fees, court costs and all other expenses incurred by the prevailing party in any such action or in otherwise enforcing the terms of this Agreement. The existence of an adequate remedy at law or in money damages shall not be a defense to an action for specific performance or injunction.

15. **General Provisions.** This Agreement is binding on the successors and assigns of each party. This instrument constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this Agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties.

16. **Approval of USDA and National Bank for Cooperatives.** This Agreement is subject to the approval of the United States Department of Agriculture and the National Bank for Co-operatives and shall not be deemed effective until such approvals have been obtained. In the event either the United States Department of Agriculture or the National Bank for Co-operatives do not approve this Agreement, then same shall be deemed void and of no force and effect.

In witness whereof, the parties, acting under authority of their respective governing bodies, have caused this contract to be executed in three (3) counter parts, each of which shall be deemed to be an original.

CITY OF NEVADA, IOWA:

By: Andrew Kelly
Its Mayor

Attest: Elizabeth A Hansen
Its City Clerk/Administrator

STATE OF IOWA

)) ss:

STORY COUNTY

On this 29th day of April, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Andrew Kelly and Elizabeth A Hansen to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Nevada, Iowa, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance Number 081 passed (the Resolution adopted) by the City Council, under Roll Call Number 5 of the City Council on the 29th day of April, 2013, and that Andrew Kelly and Elizabeth A Hansen acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Kerin L. Wright
Iowa Notary Public



IOWA REGIONAL UTILITIES ASSOCIATION,
d/b/a CENTRAL IOWA WATER ASSOCIATION:

By: Ronald Dunsbergen, Pres.
Ronald Dunsbergen, its President

And By: Delwin Van Zante, Sec.
Delwin Van Zante, its Secretary

STATE OF IOWA

)ss:

JASPER COUNTY

On this 26th day of April, 2013, before me the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Ronald Dunsbergen and Delwin Van Zante, to me personally known, who, being by me duly sworn, did say: that such persons are, respectively, the President and the Secretary of Iowa Regional Utilities Association, d/b/a Central Iowa Water Association, the aforesaid corporation executing the within and foregoing instrument, that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and, that the aforesaid Ronald Dunsbergen and Delwin Van Zante, as said officers of such corporation, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by said officers voluntarily executed.



Gayla E. Hannagan
Iowa Notary Public

The Agency concurs in the release of territory.
~~THIS AGREEMENT IS APPROVED~~ on behalf of the United States of America
(USDA/RD) this 23rd day of May, 2013.

UNITED STATES OF AMERICA:

Randall D. Campbell
Randall D. Campbell, Area Director

THIS AGREEMENT IS APPROVED on behalf of CoBANK, ACB (formerly known as
National Bank for Co-operatives) this 10 day of May, 2013.

COBANK, ACB:

Shannon Davoren
Shannon Davoren, Assistant Corporate Secretary
Shannon Davoren

EXHIBIT A—TRACT 1
Legal Description herein referred to as Tract 1

The area generally described as 22740 590th Avenue (former Prairie View Golf Course), legally described as follows:

Parcel "A" in the Southwest Quarter (SW ¼) of Section Three (3), Township Eighty-three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the Office of the Recorder, Story County, Iowa, on September 4, 1992, in Book 11, page 48 (Parcel 10-03-300-305) (90.37 acres).

AND

The area generally described as 59219 Lincoln Highway, legally described as follows:

Parcel "B" a part of the West Half (W½) of the Southwest Quarter (SW¼) of Section Three (3), Township Eighty-Three (83) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the Office of the Recorder, Story County, Iowa, on September 4, 1992, in Book 11, page 48 (Parcel 10-03-300-375) (1.4 acres).

AND

Parcel "E" located in the Southwest Quarter ¼ (SW ¼) of the Southwest Quarter (SW ¼) and in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Three (3), Township Eighty-Three (83) North, Range Twenty-Three (23) West of the 5th P.M., Story County, Iowa, and lying entirely within Parcel "A" and Parcel "B" of the Southwest ¼ of said Section 3 as described on the "Plat of Survey" filed in the Office of the Recorder, Story County, Iowa, in Book 11, Page 48.

EXHIBIT B—AERIAL MAP

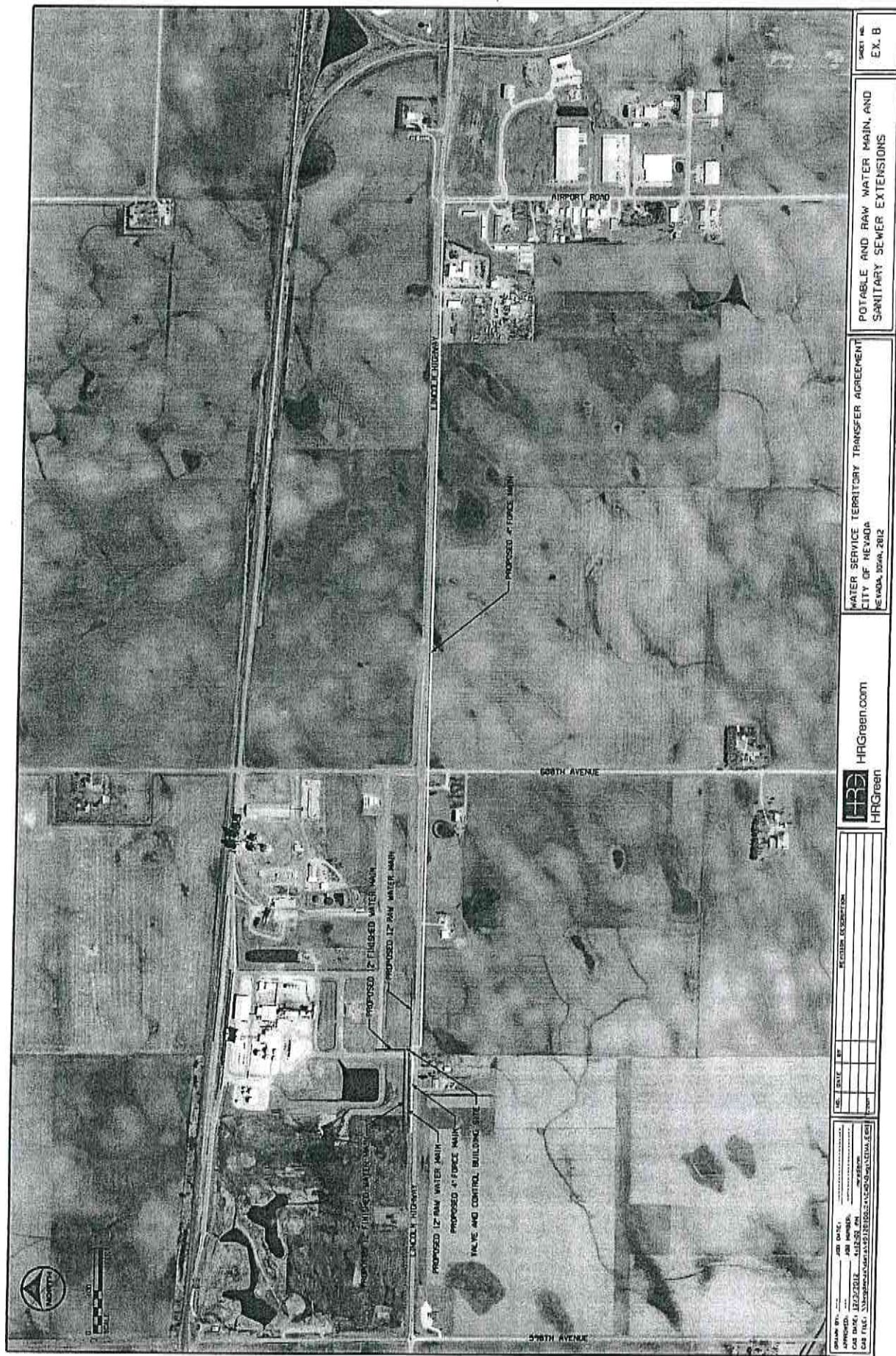


EXHIBIT C—PLAN OF INTERCONNECTION

As part of this Agreement, the City will approve the following proposed plan for CIWA's interconnection with the City's water supply pipelines:

(1) The City will construct a Valve and Control Building which will contain all necessary piping, valves, electrical and controls for an interconnection with CIWA. The building will also contain all necessary piping, valves, electrical, and controls for separate raw water service to DuPont and Lincoln Way Energy. Piping will be extended outside the building foundation footprint for connection to underground utility pipelines installed by CIWA. The City will provide all site development and restoration for the Valve and Control Building and will also provide a separate meter vault for the sanitary force main to be installed by CIWA. The infrastructure shall include a 6" pressure-reducing valve to maintain a preset pressure on the discharged side of the interconnection.

(2) CIWA will perform all underground utility work to connect its existing pipelines to the City's pipelines at the Valve and Control Building. The interconnection shall be completed in accordance with IDNR regulations and City ordinances.

EXHIBIT D—POTABLE WATER MAIN EXTENSION

Below are the preliminary plans and budget for the potable water main extension. Final plans and quantities may vary, but shall be reasonably close to those detailed below.

| Item Description | Quantity | Unit | Unit Cost | Total Cost |
|---|----------|------|-----------|-----------------|
| 12" PVC AWWA C900, DR18, Trenched | 980 | LF | \$46 | \$45,080 |
| 12" PVC AWWA C900, DR18, Horizontal Directional Drill | 120 | LF | \$100 | \$12,000 |
| Fire Hydrant Assembly | 2 | EA | \$3,570 | \$7,140 |
| DuPont Billing Meter Vault | 1 | EA | \$3,000 | \$3,000 |
| Estimated Total | | | | \$67,220 |

EXHIBIT E—RAW WATER MAIN EXTENSION

Below are the preliminary plans and budget for the raw water main extension. Final plans and quantities may vary, but shall be reasonably close to those detailed below.

| Item Description | Quantity | Unit | Unit Cost | Total Cost |
|--|----------|------|-----------|------------|
| 12" PVC, AWWA C900, DR18, Trenched | 1,430 | LF | \$46 | \$65,780 |
| 12" PVC, AWWA C900, DR18, Horizontal Directional Drill | 70 | LF | \$100 | \$7,000 |
| Estimated Total | | | | \$72,780 |

EXHIBIT F—SANITARY SEWER MAIN EXTENSION

Below are the preliminary plans and budget for the sanitary sewer main extension. Final plans and quantities may vary, but shall be reasonably close to those detailed below.

| Item Description | Quantity | Unit | Unit Cost | Total Cost |
|--|----------|------|-----------|------------|
| 4" PVC AWWA C900, DR18, Trenched | 9,610 | LF | \$25 | \$240,250 |
| 4" PVC AWWA C900, DR18, Horizontal Directional Drill | 190 | LF | \$50 | \$9,500 |
| Air Release Valve Manhole | 1 | EA | \$6,250 | \$6,250 |
| Connection to existing sewer | 1 | EA | \$2,000 | \$2,000 |
| Cleanouts/Isolation Valves | 6 | EA | \$4,000 | \$24,000 |
| Estimated Total | | | | \$282,000 |

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Nevada Economic Development
Corporation)

420131-91

Nevada, Iowa

September 9, 2019

A meeting of the City Council of the City of Nevada, Iowa, was held at _____ o'clock p.m., on September 9, 2019, at the Nevada City Hall Council Chambers, Nevada, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 011 (2019/2020)

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Nevada Economic Development Corporation, Including Annual Appropriation Tax Increment Payments in an Amount Not to Exceed \$325,000

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

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

WHEREAS, the City proposes to enter into an agreement (the "Development Agreement") with the Nevada Economic Development Corporation ("NEDC") in connection with the provision of services, programs and initiatives for the promotion of economic growth and development in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to NEDC in the form of annual appropriation incremental property tax payments in an amount not to exceed \$325,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This City Council shall meet on the 23rd day of September, 2019, at 6:00 o'clock p.m., at the Nevada City Hall Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
NEVADA ECONOMIC DEVELOPMENT CORPORATION AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Nevada, Iowa, will meet at the Nevada City Hall Council Chambers, on the 23rd day of September, 2019, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and the Nevada Economic Development Corporation ("NEDC"), in connection with the provision of services, programs and initiatives for the promotion of economic growth and development in the Nevada Urban Renewal Area, which Agreement provides for certain financial incentives to NEDC in the form of annual appropriation incremental property tax payments in a total amount not exceeding \$325,000, as authorized by Section 403.9 of the Code of Iowa.

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

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

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

Kerin Wright
City Clerk

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

Passed and approved September 9, 2019.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

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

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2019.

Kerin Wright, City Clerk

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

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



September 3, 2019

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Development Agreement
Nevada Economic Development Corporation
File No. 420131-91

Dear Kerin:

Attached are copies of proceedings to enable the City Council to act on September 9, 2019 to set September 23, 2019 as the date for a public hearing on the proposed Development Agreement with Nevada Economic Development Corporation, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) nor more than twenty (20) days prior to the City Council meeting at which the hearing will be held. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice, and email or fax a copy of the published notice to us. Our fax number is (515) 283-1060.

We will prepare and forward to you in time for the September 23, 2019 meeting the necessary proceedings to approve the Agreement.

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

Please contact Amy Bjork or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Matt Mardesen

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and the Nevada Economic Development Council (the "NEDC") as of the _____ day of _____, 2019 (Commencement Date").

WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City and NEDC have cooperatively undertaken the promotion of economic development within the Urban Renewal Area and the City; and

WHEREAS, NEDC has provided, and intends to continue providing, services and initiatives for the promotion of economic development opportunities in the Urban Renewal Area; and

WHEREAS, the City has provided, and intends to continue providing, fiscal support to the economic development initiatives of NEDC; and

WHEREAS, the City and NEDC have previously entered into certain development agreements known as the East Business Park Agreement, the 2009 Development Agreement and the 2015 Economic Development Agreement (collectively the "Prior Agreements"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. NEDC's Covenants

1. NEDC agrees to use its best efforts to carry out initiatives, activities and projects in the Urban Renewal Area to promote the economic development of the City. These efforts will be focused on marketing activities for the attraction of business development and job creation in the City and the Urban Renewal Area.

2. NEDC agrees to provide two board seats on both its Board of Directors and Executive Board to the City. For both such Boards, one of the seats shall be held by the City Administrator. The other seat shall be held by a member of the Nevada City Council or the Mayor of the City, as appointed by the Nevada City Council.

From time to time, upon request by the City Council, a representative of NEDC will attend a City Council meeting and provide a report detailing the activities and initiatives undertaken by

NEDC in the Urban Renewal Area including an accounting of expenditures of funds on NEDC activities and initiatives therein. NEDC hereby acknowledges that failure to comply with the reporting requirements set forth herein will give the City the right to withhold Payments, as hereinafter defined, and to deny requests made in connection with the Incentive Plan, as hereinafter defined.

3. NEDC agrees to maintain at least 30 distinct paid investors (the "Required Investment") as part of the organization and to require that each such investor shall contribute not less than \$250 per year to NEDC as an investment (the "Required Contribution"). By no later than November 1 of each year, commencing November 1, 2019, NEDC shall submit an investment report (the "Annual Investment Report") to the City detailing the identities of the then-current investors, how much each investor paid as a Required Contribution in the preceding twelve months and when such investment was made, and the aggregate amount (the "Annual Total Contributions") of all Required Contributions received by NEDC in the preceding twelve months. NEDC hereby acknowledges that failure to demonstrate full, ongoing compliance with the Required Investment and the Required Contribution provisions set forth above in the Annual Investment Report will give the City the right to withhold the Matching Payments, as hereinafter defined, and the payments to be made under the Incentive Plan, as hereinafter defined.

4. NEDC agrees to use all TIF Funds, as hereinafter defined, received from the City under this Agreement for the carrying out of the activities detailed in Section A.1 hereof and to spend such funds only within the boundaries of the Urban Renewal Area.

B. City's Obligations

1. The City agrees to make a series of annual payments to NEDC as contributions to its annual operations. Each year the City shall make a payment of \$40,000 to be funded from local option sales and services tax receipts of the City (the "LOST Payments"). In addition, each year the City shall make a payment of \$40,000 to be funded from Incremental Property Tax Revenues to be derived from the Urban Renewal Area (the "TIF Payments"). In addition, the City, assuming full compliance with the Required Investment and Required Contribution provisions set forth in Section A.3 above, each year shall make a payment (the "Matching Payment"), to be funded from Incremental Property Tax Revenues to be derived from the Urban Renewal Area, matching the Annual Total Contributions reported by NEDC in the most recent Annual Investment Report (collectively hereinafter the LOST Payments, the TIF Payments and the Matching Payments shall be referred to as the "Payments"), provided however no single Matching Payment shall exceed \$25,000 and that all Payments under the agreement shall be subject to annual appropriation by the City Council.

The Payments will be made on June 1 of each fiscal year, beginning on June 1, 2021 and continuing to and including June 1, 2025.

Prior to the adoption of a budget for any particular fiscal year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the LOST Payment due in the following fiscal year, an amount of local option sales and services tax revenues to be collected in the following fiscal year equal to or less than

\$40,000. The City shall then include the amount so-appropriated in the budget for the next succeeding fiscal year.

The TIF Payments and the Matching Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Story County Treasurer which are attributable to the Urban Renewal Area.

Each TIF Payment and Matching Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, commencing December 1, 2019, the City Council of the City shall consider the question of obligating for appropriation to the funding of the TIF Payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year equal to or less than \$40,000 plus an amount equal to the lesser of (i) the most recently reported Annual Total Contributions; or (ii) \$25,000 (the "Appropriated Amount").

The City agrees to certify by December 1 of each year, beginning December 1, 2019, to the Story County Auditor an amount equal to the most recently determined Appropriated Amount.

2. The City agrees to cooperate with NEDC on the implementation of a project-by-project incentive plan (the "Incentive Plan") whereby additional fiscal benefits would be provided to NEDC as additional business interest are brought to the City. Exhibit A hereto sets forth the intended process and benefit schedule for the City to follow as such successes occur. The City will negotiate in good faith with NEDC and will undertake the necessary public hearings and authorizing processes necessary to draft and approve future incentive agreements with respect to each such success during the term of this Agreement.

C. Administrative Provisions

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

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

3. This Agreement is intended to be supplemental to the Prior Agreements. Nothing herein shall be construed as nullifying or replacing the terms and provisions provided for therein. The Prior Agreements are attached hereto as Exhibit B.

4. The term (the "Term") of this Agreement shall commence on the Commencement Date and shall end on July 1, 2025. Provided that no breaches of obligations under this Agreement have occurred, the City agrees, prior to the end of the Term, to consider in good faith the authorization and approval of a successor agreement to further the purposes set forth herein.

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

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

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

NEVADA ECONOMIC
DEVELOPMENT COUNCIL

By: _____

EXHIBIT A – ADDITIONAL INDUSTRIAL INCENTIVES PROGRAM AND SCHEDULE

POLICY STATEMENT: The City has full intentions of providing the incentives described below; however the City cannot legally set a public hearing to appropriate dollars without more concrete numbers. Additionally, this city council does not have authority to bind future city councils; therefore it would be appropriate to refer to the policy established in the TIF development agreement as a guide in order to establish new TIF agreements with NEDC for an incentive payment for every project.

TIF Project Incentive Plan, NEDC receives .5% of the minimum assessment as an incentive payment each year for 5 years for any industrial developments and any development park owned by NEDC or any City-owned property that NEDC has a partnership with in working on their recruitment. Incentive payments may be made only if a minimum assessment and development agreement has been approved between the developer and the City of Nevada.

Requirements

1. Incentive payments may be used at the discretion of the Land Acquisition and Marketing Committees of NEDC to be used specifically for putting options on land, land purchase, infrastructure not being installed by the City, rebating a company for the purchase of land, website development, newsletter development and annual meeting planning and promotion.
2. The City of Nevada may provide an incentive payment to NEDC beginning the year when the city begins receiving taxes from the company.
3. Maximum Capitalization of \$1 million – Cash reserves.
4. TIF funds must be spent on programs and projects in the urban renewal area.

Example

ABC Company has a minimum tax assessment agreement in place totaling \$35 million; therefore the City would make a .5% incentive payment of \$175,000 or \$35,000 each year for five (5) years.

EXHIBIT A – PRIOR AGREEMENTS

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and the Nevada Economic Development Corporation (the "NEDC") as of the 8th day of June, 2015 (Commencement Date").

WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City and NEDC have cooperatively undertaken the promotion of economic development within the Urban Renewal Area and the City; and

WHEREAS, NEDC has provided, and intends to continue providing, services and initiatives for the promotion of economic development opportunities in the Urban Renewal Area; and

WHEREAS, the City has provided, and intends to continue providing, fiscal support to the economic development initiatives of NEDC; and

WHEREAS, the City and NEDC have previously entered into certain development agreements known as the East Business Park Agreement, the 2009 Development Agreement and the 2010 Development Agreement (collectively the "Prior Agreements"); and

WHEREAS, the City and NEDC have agreed that the 2010 Development Agreement is terminated; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. NEDC's Covenants

1. NEDC agrees to use its best efforts to carry out initiatives, activities and projects in the Urban Renewal Area to promote the economic development of the City. These efforts will be focused on marketing activities for the attraction of business development and job creation in the City and the Urban Renewal Area.

2. NEDC agrees to submit written quarterly reports (the "Quarterly Reports") to the City, such reports to include the following: (1) Information detailing conferences attended; (2) Information detailing job creation in the City and the Urban Renewal Area; (3) Information detailing the quantity and nature of prospective business interests being dealt with and updates

on prospective opportunities (including reasons for successes or failures); (4) an accounting of expenditures of funds on NEDC activities and initiatives in the prior quarter; (5) a reporting of allocations of NEDC time, including an hourly breakdown of time spent by NEDC personnel on activities and initiatives in the Urban Renewal Area; and (6) a request for payments under the Incentive Plan, as hereinafter defined, including any justifying information NEDC wishes to have considered by the City Council as it evaluates the request. The Quarterly Reports shall be due to City Hall on or before the first day of March, June, September and December of each year commencing September 1, 2015. NEDC hereby acknowledges that failure to comply with the reporting requirements set forth herein will give the City the right to withhold Payments, as hereinafter defined, and to deny requests made in connection with the Incentive Plan, as hereinafter defined.

3. NEDC agrees to maintain at least 30 distinct paid members (the "Required Membership") as part of the organization and to require that each such member shall contribute not less than \$250 per year to NEDC as a membership fee (the "Required Fee"). By no later than November 1 of each year, commencing November 1, 2015 NEDC shall submit a membership report to the City detailing the identities of the then-current members, how much each member paid as a membership fee in the preceding twelve months and when such payment was made, and the aggregate amount (the "Annual Total Fees") of all membership fees received by NEDC in the preceding twelve months. NEDC hereby acknowledges that failure to demonstrate full, ongoing compliance with the Required Membership and the Required Fee provisions set forth above in the Annual Membership Report will give the City the right to withhold the Matching Payments, as hereinafter defined, and the payments to be made under the Incentive Plan, as hereinafter defined.

4. NEDC agrees to use all TIF Funds, as hereinafter defined, received from the City under this Agreement for the carrying out of the activities detailed in Section A.1 hereof and to spend such funds only within the boundaries of the Urban Renewal Area.

B. City's Obligations

1. The City agrees to make a series of annual payments to NEDC as contributions to its annual operations. Each year the City shall make a payment of \$40,000 to be funded from local option sales and services tax receipts of the City (the "LOST Payments"). In addition, each year the City shall make a payment of \$40,000 to be funded from Incremental Property Tax Revenues to be derived from the Urban Renewal Area (the "TIF Payments"). In addition, the City, assuming full compliance with the Required Membership and Required Fee provisions set forth in Section A.3 above, each year shall make a payment (the "Matching Payment"), to be funded from Incremental Property Tax Revenues to be derived from the Urban Renewal Area, matching the Annual Total Fees reported by NEDC in the most recent Annual Membership Report (collectively hereinafter the LOST Payments, the TIF Payments and the Matching payments shall be referred to as the "Payments"), provided however no single Matching Payment shall exceed \$25,000 and that all Payments under the agreement shall be subject to annual appropriation by the City Council.

The Payments will be made on June 1 of each fiscal year, beginning on June 1, 2015 and continuing to and including June 1, 2019.

Prior to the adoption of a budget for any particular fiscal year during the term of this Agreement, the City Council of the City shall consider the question of obligating for appropriation to the funding of the LOST Payment due in the following fiscal year, an amount of local option sales and services tax revenues to be collected in the following fiscal year equal to or less than \$40,000. The City shall then include the amount so-appropriated in the budget for the next succeeding fiscal year.

The TIF Payments and the Matching Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Story County Treasurer which are attributable to the Urban Renewal Area.

Each TIF Payment and Matching Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, commencing December 1, 2015, the City Council of the City shall consider the question of obligating for appropriation to the funding of the TIF Payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year equal to or less than \$40,000 plus an amount equal to the lesser of (i) the most recently reported Annual Total Fees; or (ii) \$25,000 (the "Appropriated Amount").

The City agrees to certify by December 1 of each year, beginning December 1, 2015, to the Story County Auditor an amount equal to the most recently determined Appropriated Amount.

2. The City agrees to cooperate with NEDC on the implementation of a project-by-project incentive plan (the "Incentive Plan") whereby additional fiscal benefits would be provided to NEDC as additional business interest are brought to the City. Exhibit A hereto sets forth the intended process and benefit schedule for the City to follow as such successes occur. The City will negotiate in good faith with NEDC and will undertake the necessary public hearings and authorizing processes necessary to draft and approve future incentive agreements with respect to each such success during the term of this Agreement.

C. Administrative Provisions

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

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

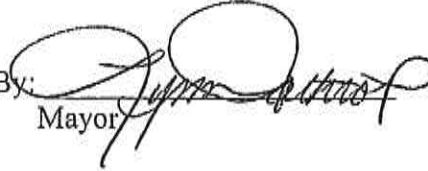
3. This Agreement is intended to be supplemental to the Prior Agreements. Nothing herein shall be construed as nullifying or replacing the terms and provisions provided for therein.

4. The term (the "Term") of this Agreement shall commence on the Commencement Date and shall end on July 1, 2019. Provided that no breaches of obligations under this Agreement have occurred, the City agrees, prior to the end of the Term, to consider in good faith the authorization and approval of a successor agreement to further the purposes set forth herein.

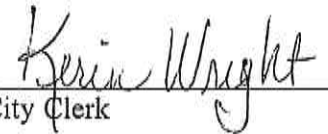
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The City and NEDC have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: 
Mayor

Attest:


City Clerk

NEVADA ECONOMIC
DEVELOPMENT CORPORATION

By: 

EXHIBIT A – ADDITIONAL INDUSTRIAL INCENTIVES PROGRAM AND SCHEDULE

POLICY STATEMENT: The City has full intentions of providing the incentives described below; however the City cannot legally set a public hearing to appropriate dollars without more concrete numbers. Additionally, this city council does not have authority to bind future city councils; therefore it would be appropriate to refer to the policy established in the TIF development agreement as a guide in order to establish new TIF agreements with NEDC for an incentive payment for every project.

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Requirements

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Example

ABC Company has a minimum tax assessment agreement in place totaling \$35 million; therefore the City would make a .5% incentive payment of \$175,000 or \$35,000 each year for five (5) years.

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and the Nevada Economic Development ~~Corporation~~Council (the "NEDC") as of the _____ day of _____, ~~2015~~2019 (Commencement Date").

WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the City and NEDC have cooperatively undertaken the promotion of economic development within the Urban Renewal Area and the City; and

WHEREAS, NEDC has provided, and intends to continue providing, services and initiatives for the promotion of economic development opportunities in the Urban Renewal Area; and

WHEREAS, the City has provided, and intends to continue providing, fiscal support to the economic development initiatives of NEDC; and

WHEREAS, the City and NEDC have previously entered into certain development agreements known as the East Business Park Agreement, the 2009 Development Agreement and the ~~2010~~2015 Economic Development Agreement (collectively the "Prior Agreements"); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. NEDC's Covenants

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~~2. NEDC agrees to submit written quarterly reports (the "Quarterly Reports") to the City, such reports to include the following: (1) Information detailing conferences attended; (2) Information detailing job creation~~

2. NEDC agrees to provide two board seats on both its Board of Directors and Executive Board to the City. For both such Boards, one of the seats shall be held by the City Administrator. The other seat shall be held by a member of the Nevada City Council or the Mayor of the City, as appointed by the Nevada City Council.

From time to time, upon request by the City Council, a representative of NEDC will attend a City Council meeting and provide a report detailing the activities and initiatives undertaken by NEDC in the City and the Urban Renewal Area; (3) Information detailing the quantity and nature of prospective business interests being dealt with and updates on prospective opportunities (including reasons for successes or failures); (4) an accounting of expenditures of funds on NEDC activities and initiatives in the prior quarter; (5) a reporting of allocations of NEDC time, including an hourly breakdown of time spent by NEDC personnel on activities and initiatives in the Urban Renewal Area; and (6) a request for payments under the Incentive Plan, as hereinafter defined, including any justifying information NEDC wishes to have considered by the City Council as it evaluates the request. The Quarterly Reports shall be due to City Hall on or before the first day of March, June, September and December of each year commencing September 1, 2015~~therein.~~ NEDC hereby acknowledges that failure to comply with the reporting requirements set forth herein will give the City the right to withhold Payments, as hereinafter defined, and to deny requests made in connection with the Incentive Plan, as hereinafter defined.

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the "Payments"), provided however no single Matching Payment shall exceed \$25,000 and that all Payments under the agreement shall be subject to annual appropriation by the City Council.

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CITY OF NEVADA, IOWA

By: _____
Mayor

Attest:

City Clerk

~~CORPORATION~~COUNCIL

NEVADA ECONOMIC
DEVELOPMENT

By: _____

EXHIBIT A – ADDITIONAL INDUSTRIAL INCENTIVES PROGRAM AND SCHEDULE

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EXHIBIT A – PRIOR AGREEMENTS

Document comparison by Workshare Compare on Monday, August 26, 2019
3:40:16 PM

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| Document 2 ID | C:\Users\bjork.amy\My Documents\ndeloc\Development Agreement NEDC (Nevada 91 2019).docx |
| Description | C:\Users\bjork.amy\My Documents\ndeloc\Development Agreement NEDC (Nevada 91 2019).docx |
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| Moved to | | 1 |
| Style change | | 0 |
| Format changed | | 0 |

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| Total changes | 84 |
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COUNCIL ACTION FORM

AGENDA ITEM: Approve purchase of P25 Radios for Nevada Public Safety Department-Police Services

HISTORY:

P25 standard is a compilation of criteria developed to provide digital voice and data communication systems suited to public safety and first responders.

StoryComm, created by a 28E Agreement, is a governmental agency focused on addressing all requirements for a new radio system. StoryComm consists of the three entities in the county that have a public-safety answering point, commonly referred to as **PSAP**.

StoryComm is comprised of the Story County Sheriff's Office {SCSO}, the Ames Police Department {APD}, and the Iowa State University Police Department {ISUPD}. There is one civilian representative from the City of Ames, a member of the Board of Supervisors, and a person from Iowa State University. These three individuals are required to unanimously agree on any action StoryComm takes. Each entity has one person for consultation, the Sheriff, and the Chief of Police from Iowa State University Police Department, and the Chief of Police from the Ames Police Department.

In the City Council Report provided at the August 12th, 2019, City Council packet and report, a history of the current radio services was provided. This included the hiring of a consulting firm to determine the limitations of the current system, the requirements of the various agencies, and put together a Request for Proposal (RFP). The letting of the RFP took place with negotiations taking place with two vendors, Motorola and Harris. The successful vendor was Harris.

The Nevada Public Safety Department {NPSD} contracts communications services with the Story County Sheriff's Office. This requires the radio system used by the NPSD to work within the requirements of the radio system used by the Story County Sheriff's Office.

As a whole, public safety radios have been undergoing upgrades from analog to digital because of an increased use of data on radio systems for such features as GPS location, trunking, text messaging, metering, and encryption. The current radio system is an analog system.

The P25 radio selected to be purchased is the XL-185P PORTABLE RADIO by Harris. This is the same radio to be purchased by the Ames PD, ISUPD, and the SCSO. The NPSD needs to purchase a total of twenty-four (24) radios. Total cost will be \$78,239.87.

Negotiations by StoryComm and Harris were taking place which made it difficult to determine when the purchase would take place for the radios, the costs of the radios, and the implementation of the system going "live." Finances tentatively dedicated for this purchase was anticipated to take place in the FY2020-2021 budget year. Harris has recognized this as an issue for some agencies and has agreed to allow interest free payments on the balance. As noted in the 8/12/19 City Council report where there were three payment arrangements available.

Payment Arrangement #1: Pay in three installments, interest free.

- 1/3 on August 1, 2019
- 1/3 on October 31, 2020
- 1/3 on October 31, 2021

Payment Arrangement #2: Purchase after January 1, 2020, pay ½ with order and ½ twelve months later

Payment Arrangement #3: Pay upon delivery

Payment Arrangement #1; the three (3) annual payment arrangement appears to be the best financing opportunity for the NPSD. This arrangement is only offered during calendar year 2019.

OPTIONS:

1. Approve purchase of P25 radios from Harris at a cost of \$78,239.87, using Payment Arrangement #1 in making three annual payments as shown above.
2. Approve purchase of P25 radios from Harris at a cost of \$78,239.87, using Payment Arrangement #2 in making two annual payments as shown above.
3. Research other options

STAFF RECOMMENDATION:

Staff recommends approval of the purchase of this necessary equipment. Funding has been allocated in the FY2020-2021 Capital Budget for the Nevada Public Safety Department.

Therefore, it is the recommendation of the City Administrator Council approves Option #1, purchasing P25 Radios from Harris at a cost of \$78,239.87, using the Payment Arrangement #1 in making three annual payments 2019, 2020, and 2021.



Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Ray Reynolds
Director of Fire & EMS

Cathy Jager
Chief's Assistant

To: Mayor and City Council

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

Date: Tuesday, August 6th, 2019

Ref: Report for City Council Meeting for Monday, August 12th, 2019

Staffing

Jonathan Soubayi and Matthew Celentano have been hired as our two newest Police Officers. Jonathan Soubayi will start Monday, August 12th, 2019. Matthew Celentano will start Monday, August 19th, 2019. Both will swear in before City Council meeting on the Monday, August 12th, 2019.

With these new hires the Nevada Public Safety Department is officially up to full staff. Officer Chris Brown will be completing his Field Training in August and be ready for solo patrol soon. Jonathan Soubayi and Matthew Celentano will attend the 288th ILEA Basic School starting on Monday, August 26th, with an anticipated graduation date of Friday, December 13th, 2019.

Parking Tickets

Jessica Reynolds, Story County Attorney, has the proposed 28E Agreement to review on behalf of the Story County Treasurer's Office. Once the attorneys have signed off on the language of the agreement work will move forward to make any ordinance changes necessary to implement this for the City of Nevada.

Sex Offender Registry Verification

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

P-25 Radios

The Nevada Public Safety Department will be purchasing new P-25 radios. This includes Police, Fire, and EMS. The purchase is necessitated for the new radio system being put in place by Story County Sheriff's Department. The current radios used by Nevada Public Safety will not work on the new system.

A 28E Agreement was drafted and created a new entity called StoryComm. StoryComm is made up of the Story County Sheriff's Office, Iowa State University Police Department, and the Ames Police Department. StoryComm was given authority to negotiate and purchase all equipment and sign contracts to facilitate this upgrade in our communications system. Since we contract our communications services with the Story County Sheriff's Office, the foreseen purchases were incorporated with our "best guess" as to equipment costs, conversions, and accessories. This purchase has been anticipated for the last two years. The time line has been fluid and indeterminate, along with the costs; this is the effect of contract negotiations with StoryComm and potential vendors.

Funding for the purchase of the new equipment is included in the FY2020-2021 budget. However, because of the antiquated radio system currently in use, the successful bidder on the project, Racom Harris, will be putting up a temporary radio system which will be in place late 2019 or early 2020. This will require the NPSD to purchase this most necessary equipment sooner than anticipated.

Racom recognizes the limitations of municipal budgetary constraints, has provided options for purchase. There are 3 options:

- Pay upon delivery
- Pay 1/3 upon order; 1/3 one year from order; final 1/3 twenty-four months from order. (Only valid if ordered in 2019)
- Purchase after Jan 1 2020, you pay ½ with order and ½ twelve months after order.

The Nevada Public Safety Department will need to purchase vehicle mounted radios, portable radios which the officers carry, and base stations at the police station. An approximate count is 24 units at a cost of about \$3300 each, for a total of about \$82,300

The Nevada Public Safety Department will need to purchase radios for the Fire and EMS service. An approximate count is 42 units, cost of about \$3300 each, a total of \$108,900. The Fire and EMS service, with several other fire agencies, have combined and submitted a grant for the purchase of these radios. There is no word yet on whether the grant has been approved or not.

Additional costs for all radios will include accessories, such as microphones, ear buds, blue tooth capabilities, holders, accessories for vehicle installations; each with varying costs.

The 1/3 payment option appears to be the best choice. If an order is made in August 2019, the next payment will be August 2020, and the final payment in August 2021. As this will facilitate a contract, it will need to be drafted by the vendor and approved by the City Attorney. The time lines will remain the same and will need City Council approval.

On a side note, the radio system currently in use is archaic. The system should have been replaced long ago. This has been recognized by everyone on the system; the decision was made to move forward with a new system. An RFP was created to hire consultants to determine exactly what was needed, what was "broke" and not working, in addition to what agencies wanted to see in a new system. The consultant took the time to determine the plethora of issues and put into place the needs to be addressed. After a long detailed analysis was completed, the parameters of the needs by the various agencies were discussed.

In providing a precis of the history of the radio system, I am trying to convey the significant time and effort by a number of people and agencies involvements to get to this point. While it will take about two years to get this permanently in place, the temporary solution will be a welcomed change.

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police



201 West State Street
Marshalltown, IA 50158
800-722-6643
Fax 641-752-0674
www.racom.net

Proposal Prepared for: NEVADA POLICE

Address 1209 - 6TH STREET

City NEVADA

State & Zip Code IA 50201

County STORY

Phone/FAX 515-382-4593

Contact Name CHIEF RIC MARTINEZ

Contact E-mail RMARTINEZ@CITYOFNEVADAIA.ORG

STORYCOMM P25 RADIO ORDER - CITY OF NEVADA

| ITEM | QTY | PART NO. | DESCRIPTION | UNIT | EXTENDED |
|------|-----|---------------|--|------------------------------|---------------------|
| | | | XL-185P PORTABLE RADIO | | |
| 13 | | XS-PPS1M | XL-185P BLACK, PARTIAL KEYPAD, 7/800 P25 | \$ - | \$ - |
| 13 | | XS-NC8D | ANTENNA - 1/5 WAVE | \$ 1,537.50 | \$ 19,987.50 |
| 13 | | XS-PKGPT | P25 TRUNKING OPERATION | \$ 26.25 | \$ 341.25 |
| 13 | | MBP | OTAR, OTAP, AES MULTI-KEY ENCRYPTION | \$ 1,125.00 | \$ 14,625.00 |
| 13 | | XS-PL4F | PHASE II TDMA | \$ 250.00 | \$ 3,250.00 |
| 13 | | XS-PA3V | BATTERY, LI-ION | \$ 187.50 | \$ 2,437.50 |
| 13 | | XS-CH4X | SINGLE UNIT CHARGER | \$ 112.50 | \$ 1,462.50 |
| 13 | | TR-CRED | TRADE IN CREDIT FOR RADIOS PURCHASED AND DELIVERED IN 2019 | \$ 112.50 | \$ 1,462.50 |
| 13 | | ST-A1 | PROGRAMMING AND DELIVERY | \$ (550.00) | \$ (7,150.00) |
| | | | OPTIONS | | |
| | | | SUBTOTAL | \$ 50.70 | \$ 659.10 |
| 1 | | XS-HC3L | BELT CLIP | \$ 37,075.35 | \$ - |
| 3 | | XS-AE4B | SPEAKER MIC WITH EMERGENCY BUTTON | \$ 18.75 | \$ 18.75 |
| 5 | | XS-AE1V | REMOTE WIRELESS BLUETOOTH SPEAKER MIC | \$ 150.00 | \$ 450.00 |
| 3 | | XS-HC4K | CASE, LEATHER PREMIUM | \$ 224.25 | \$ 1,121.25 |
| 6 | | XS-HC4V | CASE LEATHER WITH BELT LOOP | \$ 105.00 | \$ 315.00 |
| 6 | | XS-AE3Z | EARPHONE, LAPEL MIC | \$ 75.00 | \$ 450.00 |
| | | | XG-25M MOBILE RADIO | \$ 48.75 | \$ 292.50 |
| 9 | | DM-M78B | SINGLE BAND 7/800 MOBILE RADIO 35W PARTIAL KEYPAD | \$ - | \$ - |
| 9 | | DM-ZN9Z | KIT, CONVERSION, CH-25 REMOTE MOUNT CONTROL HEAD | \$ 1,575.00 | \$ 14,175.00 |
| 9 | | DM-MN1D | 15W EXTERNAL SPEAKER | \$ 361.33 | \$ 3,251.97 |
| 9 | | DM-PKGPT | P25 TRUNKING OPERATION | \$ 20.25 | \$ 182.25 |
| 9 | | MBP | OTAR, OTAP, AES MULTI-KEY ENCRYPTION | \$ 675.00 | \$ 6,075.00 |
| 9 | | RAC | CONSOLE FACEPLATE | \$ 250.00 | \$ 2,250.00 |
| 9 | | TR-CRED | TRADE-IN CREDIT FOR RADIO PURCHASED AND DELIVERED IN 2019 | \$ 29.25 | \$ 263.25 |
| 9 | | AN-125001-001 | ANTENNA BASE, STD ROOF MT | \$ (400.00) | \$ (3,600.00) |
| 9 | | AN-225001-001 | ANTENNA ELEMENT, 700/800 3DB | \$ 30.00 | \$ 270.00 |
| | | | | \$ 67.50 | \$ 607.50 |
| | | | | Total Equipment Price | \$ 78,239.87 |
| | | | | Installation | \$ - |
| | | | | Subtotal | \$ 78,239.87 |
| | | | | Taxes | \$ - |
| | | | | Shipping | \$ - |
| | | | | Total | \$ 78,239.87 |

Tax Rate

Terms of Purchase: per the terms of the StoryComm P25 Radio Project Contract
1/3 (\$26,079.96) due at time of 2019 order / 1/3 (\$26,079.96) due 10-31-20 / 1/3 (26,079.95) due 10-31-21 per terms of Zero percent financing option in Exhibit B of StoryComm Contract

System Description:

Proposal Presented By Diana Richardson 319-431-5842

Date: 8-30-19

Proposal Accepted By:

Date:



| ITEM | QTY | Part No. | DESCRIPTION | UNIT | EXTENDED |
|------|-----|-------------|--|--------------|-------------|
| | 9 | DM-PL4F | PHASE II TDMA | \$ 187.50 | \$ 1,687.50 |
| | 9 | DM-MC9R | PALM MIC, STD | \$ 60.71 | \$ 546.39 |
| | 9 | ST-A1 | PROGRAMMING AND DELIVERY | \$ 50.70 | \$ 456.30 |
| | 9 | ST-A3 | INSTALLATION REMOTE MOUNT | \$ 350.00 | \$ 3,150.00 |
| | | | XG-25M CONTROL STATION | | |
| | | | SUBTOTAL | \$ 29,315.16 | \$ - |
| | 2 | DM-M78B | SINGLE BAND MOBILE RADIO - DASH MOUNT | \$ 1,575.00 | \$ 3,150.00 |
| | 2 | DM-PKGPT | P25 TRUNKING OPERATION | \$ 675.00 | \$ 1,350.00 |
| | 2 | DM-PL4F | TDMA - PHASE II TRUNKING | \$ 187.50 | \$ 375.00 |
| | | DM-MC9R | STANDARD PALM MIC | \$ 60.71 | \$ - |
| | 2 | DM-MC9U | DESKTOP MICROPHONE | \$ 221.25 | \$ 442.50 |
| | 2 | DM-MN1D | 15 W EXTERNAL SPEAKER | \$ 20.25 | \$ 40.50 |
| | 2 | DM-ZN9X | MOUNTING AND CABLING INSTALLATION KIT | \$ 78.75 | \$ 157.50 |
| | 2 | MBP-AES | FEATURE, OVER THE AIR PROGRAMMING, MULTI-KEY AES ENCRYPTION, OTAR | \$ 250.00 | \$ 500.00 |
| | 2 | | POWER SUPPLY WITH CABINET | \$ 195.00 | \$ 390.00 |
| | 2 | TR-CRED | TRADE-IN CREDIT FOR RADIOS PURCHASED AND DELIVERED IN 2019 | \$ (400.00) | \$ (800.00) |
| | 2 | | DIRECTIONAL ANTENNA | \$ 236.60 | \$ 473.20 |
| | 2 | | POLYPHASE - LIGHTNING PROTECTOR | \$ 140.00 | \$ 280.00 |
| | 2 | | COAX - 60' | \$ 1.88 | \$ 3.76 |
| | 2 | | MISCELLANEOUS GROUND KITS AND JUMPERS | \$ 195.00 | \$ 390.00 |
| | | | ANTENNA MOUNTING EQUIPMENT TO BE DETERMINED AT SITE VISIT | \$ - | \$ - |
| | 2 | A-1 | INSTALLATION FRONT MOUNT CONTROL STATION / STD | \$ 520.00 | \$ 1,040.00 |
| | 2 | A-2 | PROGRAMMING | \$ 50.70 | \$ 101.40 |
| | | | SUBTOTAL | \$ 7,893.66 | \$ - |
| | | | YEAR 1 MAINTENANCE | | |
| | 2 | SMW-0 | ANNUAL MAINTENANCE FEE PER CONTROL STATION RADIO DURING WARRANTY YEAR 1 | \$ 60.00 | \$ 120.00 |
| | 22 | SMW-0 | ANNUAL MAINTENANCE FEE PER MOBILE AND PORTABLE RADIOS DURING WARRANTY YEAR 1 | \$ 54.00 | \$ 1,188.00 |
| | | | SUBTOTAL | \$ 1,308.00 | \$ - |
| | | BM-PKGCL-XL | BEON APPLICATION FOR XL-185P RADIO | \$ 251.25 | \$ - |
| | | | | \$ - | \$ - |
| | | | | \$ - | \$ - |
| | | | | \$ - | \$ - |

EXHIBIT B
PRICING

The following sets forth the Total Contract Price for the System, including the Total Infrastructure Price and the Total Guaranteed Terminal Hardware Price. Seller is offering guaranteed pricing for all equipment, an additional volume system discount, and zero percent financing as described in Attachment 1 to this Exhibit B.

Additional detail for the pricing may be found in Attachment 2 to this Exhibit B.

Proposed Payment Schedule is found in Attachment 5 to this Exhibit B.

Pricing for maintenance services is set forth in Exhibit G – Service Maintenance Terms and Conditions.

| DESCRIPTION | TOTAL |
|--|---------------------|
| Total Infrastructure Price | \$4,789,570 |
| Total Guaranteed Terminal Hardware Price | \$1,993,553 |
| Software, Service and Documentation Deliverables (included with Total Infrastructure Price and Total Guaranteed Terminal Hardware Price) | \$ 0.00 |
| Performance Bond | \$51,645 |
| Annual Maintenance Fee (15 Year Total) | \$3,998,087 |
| TOTAL CONTRACT PRICE | \$10,832,855 |

EXHIBIT B
ATTACHMENT 1

Guaranteed Pricing

Seller shall permit Buyer and other governmental agencies within Story County to purchase from Seller all equipment listed in Exhibit B - Attachment #2 and Exhibit B - Attachment #3 at the listed price through one year after the Final Acceptance Date.

Additional Volume Discount

For the portable and mobile subscriber equipment listed in Attachment #4 that is purchased by Buyer or other government agencies within Story County (excluding Guaranteed Terminal Hardware) prior to acceptance of the Detailed Design Review or October 31st, 2019, whichever is later ("**Volume Discount Equipment**"), the Buyer will receive the Volume System Discount compiled in Attachment #4.

Buyer and Seller will apply the amounts of the total Volume System Discount in Attachment #4 as follows: 50% of the VSD will be applied to System Payment #4 of Section 9 – A and the remaining 50% of the VSD will be applied to System Payment #5 of Section 9 – A.

Zero Percent Financing

For the portable and mobile subscriber equipment listed in Attachment #2 that is purchased by Buyer or other government agencies within Story County (excluding Guaranteed Terminal Hardware) prior to Final System Acceptance, Seller shall offer the purchaser zero percent (0%) financing through December 31, 2021.

The purchaser shall make a payment to Seller at the time the subscriber equipment is ordered and make subsequent payments on October 31st of each subsequent fiscal year through October 31st, 2021. The foregoing assumes a July 1st fiscal year.

The purchaser shall pay the Seller in equal installments, determined by dividing the purchase price by the number of payments to be made.

For example, if a purchaser purchases a \$3,000 subscriber unit on August 1, 2019, the purchaser would pay:

- \$1,000 on August 1, 2019
- \$1,000 on October 31, 2020
- \$1,000 on October 31, 2021

If, however, a purchaser purchases a \$3,000 subscriber unit on August 1, 2020, the purchaser would pay:

- \$1,500 on August 1, 2020
- \$1,500 on October 31, 2021

If a purchaser elects to use zero percent financing, Seller shall provide the purchaser with a clear statement of the payment schedule and payment amounts.

Exhibit B -- Attachment 2 – Infrastructure and Guaranteed Terminal Hardware

Exhibit B – Attachment 3 – Non-Guaranteed Terminal Hardware Configuration

Exhibit B – Attachment 4 – Volume System Discount

Exhibit B – Attachment 5 – Proposed Payment Schedule

RACOM CORPORATION

201 WEST STATE ST
MARSHALLTOWN IA 50158

Phone: 641) 752-5820 Ext. 0000

INVOICE

| | |
|-----------------|-----------|
| Invoice | B19NV001 |
| Date | 8/30/2019 |
| Customer Number | 161 |
| Page | 1 |
| Terms | NET15 |

Bill To: CHIEF RIC MARTINEZ

NEVADA POLICE
1209 6TH STREET
NEVADA IOWA 50201

Ship To:

NEVADA POLICE
1209 6TH STREET
NEVADA IOWA 50201

(515) 382-4593 Ext. 0000

| Purchase Order No. | Salesperson ID | Work Order Reference | Due Date | Sales Order | Master No. | |
|--------------------|----------------|--|-------------|-------------|-------------|--------------|
| | RICHARDSON | | 9/5/2019 | | 286,075 | wertzbergerm |
| Quantity | Item Number | Description | Unit Price | Discount | Ext. Price | |
| 1 | STORYCOMM P25 | RADIO ORDER - CITY OF NEVADA 1/3 DuE WITH ORDER | \$26,079.96 | \$0.00 | \$26,079.96 | |

| | |
|----------|-------------|
| Subtotal | \$26,079.96 |
| Misc | \$0.00 |
| Tax | \$0.00 |
| Freight | \$0.00 |
| Discount | \$0.00 |
| Total | \$26,079.96 |

Deposit On Invoice

\$0.00

convenience fee of 3% may be added to payments made by credit card

ORDINANCE NO. 1005 (2019/2020)

**AN ORDINANCE AMENDING CHAPTER 65 (STOP OR YIELD REQUIRED)
AND CHAPTER 69 (PARKING REGULATIONS) OF THE CITY CODE
TO MAKE NECESSARY ADDITIONS FOR W AVENUE**

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

SECTION 1. SECTION MODIFIED. Chapter 65 (Stop Regulations), Section 65.01 (Stop Required), Sub-section 71 (Stop Required), paragraph A (71.A) are amended by inserting the following new language:

65.01 STOPS REQUIRED BY VEHICLES ENTERING STOP INTERSECTION.

65.01.71 On W Avenue

A. Eastbound at intersection with 11th Street

SECTION 2. SECTION MODIFIED. Chapter 69 (Parking Regulations), Section 69.08 (No Parking Zones) of the Code of Nevada, Iowa, is hereby amended by adding under Sub-section 84, (On W Avenue), and adopting the following in lieu thereof:

69.08 NO PARKING ZONES

84. All of W Avenue

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

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

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

Passed and approved 1st Reading by the Nevada City Council of this 9th day of September, 2019.

Passed and approved 2nd Reading by the Nevada City Council on this ___ day of ___, 2019.

Passed and approved 3rd and final Reading by the Nevada City Council on this ___ day of ___, 2019.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

First Reading: September 9, 2019

Motion by Council Member __, seconded by Council Member __, to approve the first reading of Ordinance No. 1005.

AYES: —
NAYS: —
ABSENT: —

Second Reading:

Motion by Council Member __, seconded by __, to approve the second reading of Ordinance No. 1005.

AYES: —
NAYS: —
ABSENT: —

Third Reading:

Motion by Council Member __, seconded by __, to approve the third reading of Ordinance No. 1005.

AYES: —
NAYS: —
ABSENT: —

The Mayor declared Ordinance No. 1005 adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1005 at the regular Council Meeting of the City of Nevada, Iowa, held on the ____ day of ____, 2019.

Kerin Wright, City Clerk

Published in the Nevada Journal on _____.

W:\Office\Council\Ordinances\2019-2020\1005-Stop and No Park - W Ave.doc

**City Administrator's Report
as of September 5, 2019**

Department Head Meeting: Department Head meeting was held on Tuesday, September 3rd at City Hall. Enclosed is a copy of the staff agenda in the council packet.

ICS 100 & ICS 700 Training on 9-12-19 at Gates Hall: As of September 5th, we have 30 city staff members and elected officials signed up for the courses. The training was also open to other agencies within Story County, so to date we have 35 participants signed up.

ICAP Training: On August 28th, PSD Martinez, Sgt. Chris Brandes, Sgt. Josh Cizmadia, and I attended the Brady Rule Training in West Des Moines sponsored by ICAP. The historical review of the Brady and Giglio caselaw was a good refresher. The most interesting aspect was the difference in opinions on when the Giglio rule must be disclosed to the court system when an officer had an incident of questionable integrity or truthfulness. This issue is not very clear in Iowa, so it was an interesting discussion as to what approach law enforcement should take in the future. The end result could eventually affect the governing agency in regards to future civil litigation issues if not disclosed.

Nevada Main Street Update: On August 29th, the Nevada Main Street committee met to plan the upcoming Main Street Iowa workshop set for October 1st and 2nd in Nevada. As part of the local workshop, there will be a public input and discussion opportunity for our community. More information to follow when the agenda is finalized.

Iowa Rural Utilities Association and XENIA Rural Water Meeting: On August 30th, Mayor Barker, Ames Mayor Haila, Ames City Manager Steve Schainker, AEDC Public Policy Director Drew Kamp, NEDC Executive Director John Hall and I attended a joint meeting with IRUA and Xenia Rural Water to discuss the future growth in and around Ames and Nevada. The goal to this meeting was to see if we could look ahead at projected growth areas and establish a fair and consistent means of working through the water rights issues. All parties seemed open to this idea as it does make marketing properties more appealing and easier to respond to proposals. It was decided that each entity would look at the future growth plans around our communities and set a meeting in a couple months to review those area and work toward a plan that works for everyone.

Nevada Fieldhouse RFP Update: As of 9-5-19, I have met with or spoke with ten potential firms with questions about the RFP and some additional background. There seems to be continued interest for the project as the deadline of 9-16-19 nears.

Economic Development Summit: The Ames Chamber of Commerce and Economic Development will be hosting the Story County Economic Development Leaders' Summit on Friday, September 20th beginning at 8:00 am at the Story County Fairgrounds Community Building. I have emailed the information about the event, so if you plan to attend please let City Administrator Mardesen know in preparation for a public notice.

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

September 11th – ICAP BOD Nomination Interview, afternoon.

September 12th – ICS 100 and ICS 700 Training at Gates Hall

September 13th – Vacation

September 25th to 27th – Iowa League of Cities Annual Conference in Dubuque

October 1st & 2nd – Nevada Main Street Program Visit

STAFF MEETING AGENDA

Tuesday, September 3, 2019

9:00 A.M.

Nevada Public Library

A. Welcome/Handouts:

B. Council Meeting Agenda: All packet materials and agenda items are due by **noon on Wednesday**. If not received, the item will be postponed until the following meeting.

1. Staff Reports – Include meeting minutes and permits with packet and reports
 - a. 1st Meeting – Shanna, Ric and Kerin
 - b. 2nd Meeting – Shawn, Mike and Tim
2. Memo vs. Action Form –
 - a. Memo – Updates, Old Business, Resolutions
 - b. Action Form – Discussion, New Business, and Purchases
3. Council Meeting Attendance – If you have an item on the agenda, you are expected to attend the Council meeting, unless pre-excused

Old Business

A. One Organization – How have you helped another department this last week? How can you help in the next few?

Noteworthy – Anyone gone above and beyond to create a team working environment, or included someone or another department on a project, that is worthy of receiving a thank you note: *Tim thanked all departments for helping trim the cemetery.*

B. Newsletter articles for October are due September 15th

- a. Park and Recreation – Tim and Rhonda-
- b. Library News–Shanna
- c. Chamber and Community Events – Donna
- d. Coffee with the Council – Dane
- e. Fall Burning – Ray
- f. Hydrant Flushing - Shawn

C. ICS 100 & 700 Classes – *Planning for September 12th, Gates Hall w/ lunch provided.*

D. Main Street Iowa update – *NMS Director hiring plan will not include the contract with the City of Nevada.*

E. South Glen Development – *City amendment still being discussed with some minor changes being proposed.*

F. W Ave & S D Ave Paving – *W Ave will start around 9-23-19. S D Ave will begin on 9-9-19.*

New Business

- A. Budget Process – *CIP Planning to begin earlier this year as the process has changed due to legislative changes. Start to think about the projects and needs for your departments CIP Plan.*

Updates

- A. Public Safety-Police – *Caulk the Walk event last Friday was very well attended. Looking to plan another event in October. Radio Action Form will be completed this week. Matt and Johnathan are 1 week in the academy, going well.*
 - a. Fire – *AFG Grants to be released soon, hoping for \$154K for FD radios. 9/11 Stair Climb event has 50 FF from 10 departments; 9pm at the FD Station will be the steel memorial from New York.*
- B. Library – *New PT clerk Brittney has started; 2nd interviews for Youth Librarian conducted last Thursday; getting ready for Fall/Winter programs; Amanda and Shanna leave for Vermont 9-3-19 for training, with a grant for one participant.*
- C. Park and Rec/Wellness – *Pool leak testing this week with minor repairs planned. Prepping for park spraying this month.*
- D. Public Works – *3 WW Operators were at training last week, good information at this session.*
- E. Streets Department – *patching holes with new machine; West N and 10th St PL done.*
- F. Water Plant – *Shawn was in training last week, DNR discussing mandating removal of lead service lines.*
- G. P&Z/Projects Update – *Projects getting ready to start, W Ave about 9-23. S D Ave in about a week. Working to get Cooper to finish the final grade on the east side of SCORE from last fall.*
- H. City Clerk – *working on End of Year reports; auditors still on site. AFR will have lots of changes this year.*

Adjourn: Next Meeting: Monday, September 16, 2019 at 9:00 am



For: September 9, 2019 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Shanna Speer, Library Director

**Nevada Public Library
Council Report**

Personnel Updates:

Library Clerk: Brittany Dueker started on Monday, August 26. She is learning quickly and seems like she will be a great addition to our team.

Custodian: Rachel Walker started in August as well. The library looks great and she has been able to figure things out easily.

Children's Librarian: We have offered the position to Erin Palmer from Mississippi. She would like to visit and will be making a decision on the position soon.

Staff Upcoming Continuing Education:

- Association for Rural and Small Libraries: September 4-7 in Burlington, VT. Amanda and I will both be attending this conference. Our library received a grant to cover \$1,000 for one staff member to attend. The other portion (and any amount over \$1000) will come from our training budget.
- The State Library is sponsoring website trainings for the new platform that is coming out. Brittany and I will be attending this training on September 17.
- The State Library is also sponsoring Library Circuits focused on library advocacy. I plan to attend the circuit in Coralville (the closest available) on October 16 and have offered the opportunity to other staff members if scheduling will allow.
- Iowa Library Association: October 2-4 in Omaha, NE. This is a joint conference between Iowa and Nebraska library associations.
- Linda will be attending the Iowa Genealogy Society fall conference in Des Moines October 11-12.
- Brittany will participate in Public Library Support remote courses for 5 weeks starting late October.

LIBRARY BOARD OF TRUSTEES MONDAY, AUGUST 19, 2019, 5:00 P.M.

Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, August 19, 2019 at 5:05 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

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

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

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

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

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

- (1) Approve **minutes** of the July 15, 2019 regular meeting
- (2) Approve August 2019 **claims** totaling \$9,557.38 (see attached list)
- (3) Accept and place on file the Director's **memo** dated August 15, 2019
- (4) Accept and place on file the July 2019 **financial report**

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

Motion by Board Member Allison Severson, seconded by Board Member Lisa Easley, to approve the Gift Policy as amended. The roll being called, the following named board members voted. Ayes: Severson, Easley, Gabrielson, Klaes, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

The board discussed the purpose of the Endowed Fund Policy and how it is different from the Gift Policy. Shanna will do more research on this policy and bring it back at the next meeting.

The board listened to Habits 1-3 of a webinar video of 7 Habits of Effective Boards and reviewed two Trustee Tip Sheets for 30 minutes of Continuing Education.

Library Director Shanna Speer reported on:

- Shanna has changed Activity Report to clear up the changes to the new software and to make it more useful when filling out the State Library forms.
- Shanna will be attending the Story County Board of Supervisor meeting to answer any questions they have in regards to the grant application for a new digital sign for the library.
- The State Library is offering a new website platform.
- Shanna will be submitting a proposal to lead a conference session for a Lead the Way Conference in April 2020.
- The new Custodian has started and a Library Clerk has been hired. There are 2 candidates that will have second interviews for the Youth Services Librarian.

The next meeting will be held at 5:00 p.m. Monday, **September 16, 2019** in the Library Meeting Room.

There being no further business to come before the Board, it was moved by Board Member Lisa Easley, seconded by Board Member Allison Severson, to **adjourn the meeting**. The roll being called, the following board members voted. Ayes: Easley, Severson, Gabrielson, Klaes, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 6:09 p.m. he adjourned the meeting.

ATTEST:

Lisa Johnson, Secretary

Adam Riedell, Chairperson

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



City of Nevada

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

September 2019

TO: Mayor - City Council Members
City Administrator Matt Mardesen

FROM: Kerin Wright, City Clerk

The Street Finance Report and the Urban Renewal Report are almost complete. They will be on the agenda the last meeting in September.

The Auditors began the week of August 26th. Staff has been providing the documents they require to prepare our audit.

The Department of Management has created new websites where the Annual Financial Report and the Budget will be filed. On August 23rd I attended a webinar to become familiar with the new sites.

I will be on vacation September 27th through October 4th.

UPCOMING REPORTS:

Street Finance Report
Annual Financial Report
Urban Renewal Report



Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Ray Reynolds
Director of Fire & EMS

Cathy Jager
Chief's Assistant

To: Mayor and City Council

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

Date: Tuesday, September 3rd, 2019

Ref: Report for City Council Meeting for Monday, September 9th, 2019

I would like to apologize for not submitting the 8/12/19 report. The Action Form submitted for this City Council meeting refers to this report for some additional information. The 8/12/19 report is included in this packet so you may reference it as you review the Action Form. I am sorry for the confusion.

P25 Radios

We are looking to purchase these new digital radios. Unfortunately, once ordered, the turnaround is 90-120 days. Staff is looking forward to the new radios and radio system. It'll make everyone feel safer and will vastly improve communication.

Staffing

Officers Jonathan Soubayi and Matthew Celentano have completed their first week at ILEA Basic School. One week down, fifteen to go. Both have said the classes and requirements have been challenging but are doing well. Graduation is Friday, December 13th, 2019.

Officer Chris Brown is on solo patrol and performing well.

Chalk The Block

NPSD, lead by Sgt. Josh Cizmadia and Officer Ryan Hutton, created a public event called Chalk The Block. The event was aimed at allowing children to use chalk and decorate the concrete surfaces in front of City Hall. Chalk was provided to the artists, along with free hot dogs, cupcakes, music, jump houses. Very well attended and the NPSD will be planning future events. Watch are Facebook!

Parking Tickets

Jessica Reynolds has reviewed the proposed 28E Agreement and returned it with some revisions. The agreement has been forwarded to City Attorney Erin Clanton for her review. The process is continuing.

Sex Offender Registry Verification

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

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police



Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Ray Reynolds
Director of Fire & EM

Cathy Jager
Chief's Assistant

Wednesday, August 28th, 2019

Kody Asmus
Principal, Nevada High School
1001 Fifteenth St.
Nevada, IA 50201
Phone: 515-382-3521

RE: 2019 Homecoming Parade

Dear Kody:

I received your letter via email today requesting permission for a Homecoming parade. The Homecoming parade is to take place on Tuesday, September 17th, 2019, starting at 6:00pm. The parade will assemble in the Nevada City Hall front parking lot. The parade will head south on 6th Street. The parade will turn east on J Avenue and continue on J Avenue to 10th Street. Once on 10th Street, the parade will travel south to H Avenue, and then turn east concluding at the intersection of H Avenue and 15th Street.

Your request for this event is Approved.

The Nevada Public Safety Department will provide a police escort for the parade. This is at no cost to you. An officer will assist you in crossing Lincoln Highway as the parade heads south. You are not requesting any streets to be closed during this event; however, you will need traffic controlled at the intersections. You will need to have volunteers or barricades at each of the intersections to direct traffic. Volunteers at the intersections will keep costs low and alleviate 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.

If, however, you elect to have street barricades you must contact Nevada Street Department Superintendent Jeremy Rydl and make these arrangements. Mr. Rydl can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It is your responsibility to make these arrangements with Mr. Rydl.

A scanned copy of this letter should suffice if any questions arise, but if you would like an original signed letter please let me know. Again, thanks again for the work you put into this. If you have questions or concerns, please contact me.

Regards,


Ricardo Martinez II
Public Safety Director/Chief of Police

Cc: Matt Mardesen, Nevada City Administrator
Mike Neal, Nevada Director of Public Works
Jeremy Rydl, Nevada Street Superintendent
Command Staff, Nevada Public Safety Department
Mayor & City Council



NEVADA HIGH SCHOOL
1001 15th Street | Nevada, IA 50201
(515) 382-3521

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| Dr. Steve Gray Superintendent sgray@nevadacubs.org | Mr. Kody Asmus Principal kasmus@nevadacubs.org | Mr. Dustin Smith Assistant Principal dsmith@nevadacubs.org | Mr. Jeff Baker Counselor jbaker@nevadacubs.org |
|--|--|--|--|

August 28th, 2019

Dear Mr. Richardo Martinez II,

We appreciate you once again allowing our students to have a Homecoming Parade. Last year's event was well received and we are hoping to follow the same parade route as last year if possible. Here are the proposed details for the 2019 Nevada Homecoming Parade:

- The parade will take place on **Tuesday-September 17th, 2019 starting at 6:00pm**
- The parade will assemble in the Nevada City Hall front parking lot.
- The parade will head south on 6th street
- The parade will then turn east on J Avenue and proceed to 10th street.
- The parade will then turn south on 10th street and once again turn east on H Avenue.
- The parade will continue to head east on H Avenue until it reaches 15th street.
- The parade will disassemble at the corner of 15th street and H Avenue (Nevada High School)

It is my understanding that we will need to provide volunteers at each of the intersections 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 Mike Neal.

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

Go Cubs!

Kody Asmus
Nevada High School Principal



Preparing Learners Today for Tomorrow

nevadacubs.org NevadaCSD @NevadaCSD





NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

Ray Reynolds
Director of Fire & EMS

Cathy Jager
Chief's Assistant

MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: Sept 2, 2019

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

Total Calls to date for 2019: 502

| | |
|---------------------------------|----|
| Fire calls for Aug 2019: | 4 |
| EMS calls for Aug 2019: | 47 |
| Good intent calls for Aug 2019: | 3 |
| Community Events for Aug 2019: | 4 |
| Narcan administered this month: | 0 |

Pace for Calls for Service

The fire department just hit 500 calls for the 2019 year. We are 7 calls higher than last year. In 2018 we ended the year with 771 calls. We are entering the busiest season for fire departments as cold weather enters the region.

Fire Fatality

Sadly we encountered our first fire fatality in 13 years. The fire at Home Acres Mobile Home Park is being ruled undetermined until all of the facts are known. There are no indications of foul play at this point in the case. The fire department is going to be putting forth some additional efforts to install smoke alarms in the area of Home Acres Mobile Home Park. It is important to note the State of Iowa is seeing higher number of

fire fatalities this year before we even enter the most dangerous time for home fires. We hope to put out messages and reminders to help the public reduce their risk of a fire.

Lincoln Highway Days

The fire department served a record number of people during our annual free will donation hog roast. The department served 450 people in two hours. The move of Lincoln Highway Days to the fairgrounds did not appear to affect our foot traffic for the fire department association fund raiser. The department participated in the parade, served the hog roast meal, watered the rodeo livestock, provided medical support to the rodeo, watered the fairgrounds arena, and hung the large flag from our ladder truck.



EMS training

The fire department is funding four new members to attend EMT training at Mary Greeley Medical Center. There are four additional staff attending paramedic training at Mercy Medical Center. The department funds EMT training but members pay their own way to attend the \$15,000 paramedic course. EMT class lasts nearly 5 months and

paramedic training is an 18 month investment. With 80% of our calls being EMS calls, it is always a benefit to having our members medically trained.



Good Neighbor
Emergency Assistance, Inc.

613 Clark Avenue
Ames, IA 50010
(515) 296-1449
gneainc@gmail.com
www.gnea.org

August 23, 2019

City of Nevada
PO Box 530
Nevada, IA 50201

Dear Supporter,

Thank you for your \$1,810.00 grant that you sent on 8/15/2019. Your act of generosity helps us further our common mission of helping our neighbors in Story County.

In our last fiscal year, 2018-2019, Good Neighbor distributed healthy food vouchers to 729 households on 1423 separate occasions; gasoline vouchers or CyRide tickets to 307 households; and rent or utility assistance to over 402 households. The total amount spent in all our assistance budgets last year was \$156,300.

What a difference your donation makes! Good Neighbor looks forward to shared future endeavors while working with you to provide hope and help in times of need to low income Story County residents.

In gratitude,

A handwritten signature in blue ink, reading "Lori Allen".

Lori Allen, Executive Director
Good Neighbor Emergency Assistance, Inc.