

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, SEPTEMBER 23, 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. PUBLIC HEARING(S)
 - A. Urban Renewal Plan Amendment, NEDC Agreement
 1. Public Hearing on Proposed Amendment to the Nevada Urban Renewal Area
 2. Resolution No. 012 (2019/2020): A Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area
 - B. Nevada Economic Development Agreement
 1. Public Hearing on Proposed Development Agreement with Nevada Economic Development Corporation
 2. Resolution No. 013 (2019/2020): A Resolution Approving Development Agreement with Nevada Economic Development Corporation, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
5. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

- A. Approve Minutes of the Regular Meeting held on September 9, 2019
 - B. Approve Payment of Cash Disbursements, including Check Numbers 72148-72246 and Electronic Numbers 676-679 (Inclusive) Totaling \$4,334,414.90 (See attached list)
 - C. Approve Financial Reports for Month of August, 2019
 - D. Resolution No. 014 (2019/2020): A Resolution approving the Annual FY2018/2019 Street Finance Report and authorize submittal to the Iowa Department of Transportation
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
- A. Proclamation, 19th Amendment Centennial Commemoration
 - B. Proclamation, Manufacturing Day
7. OLD BUSINESS
- A. Approve Bid for SCORE Fieldhouse RFP- Architectural Services for the Park and Recreation Department
 - B. 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, second reading
 - C. Approve Pay Request No. 1 for the 2019 Sidewalk Project from Milam Concrete in the amount of \$7,975.25
 - D. Resolution No. 015 (2019/2020): A Resolution Approving the Second Amendment to the July 2007 Option for Purchase of Treated Water with Iowa Regional Utilities Association
8. NEW BUSINESS
- A. Approve Bid for Storage Tank Cleaning for the Water Department
 - B. Approve Bids for Plows and Liftgate for the Park and Recreation Department
 - C. Accept Resignation of City Administrator Mardesen and Discussion and Appropriate Follow-up on Timeline for City Administrator Search
9. REPORTS – City Administrator/Mayor/Council/Staff
10. ADJOURN

The agenda was posted on the official bulletin board on September 19, 2019, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

**Council Packet Memo
September 23, 2019**

4. PUBLIC HEARING(S)

A. Urban Renewal Plan Amendment, NEDC Agreement

1. Public Hearing on Proposed Amendment to the Nevada Urban Renewal Area
2. Resolution No. 012 (2019/2020): A Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

Enclosed you shall find Resolution No. 012 (2019/2020): A Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area. John Danos has prepared the enclosed documents as a requirement to move forward with the renewal of the City of Nevada and the NEDC agreement. Therefore, it is the recommendation of City Administrator Mardesen to approve Resolution No. 012 (2019/2020): A Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area.

B. Nevada Economic Development Agreement

1. Public Hearing on Proposed Development Agreement with Nevada Economic Development Corporation
2. Resolution No. 013 (2019/2020): A Resolution Approving Development Agreement with Nevada Economic Development Corporation, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Enclosed you shall find Resolution No. 013 (2019/2020): A Resolution Approving Development Agreement with Nevada Economic Development Corporation, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. 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. 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. 013 (2019/2020): A Resolution Approving Development Agreement with Nevada Economic Development Corporation, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement.

7. OLD BUSINESS

A. Approve Bid for SCORE Fieldhouse RFP- Architectural Services for the Park and Recreation Department

Enclosed you shall find an Action Form providing the historical background information and recommendation for the SCORE Fieldhouse RFP- Architectural Services for the Park and Recreation Department. Also enclosed is a tabulation spreadsheet and a copy of the RMH Architects Proposal.

B. 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, second reading

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 re-constructed 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, second reading.

- C. Approve Pay Request No. 1 for the 2019 Sidewalk Project from Milam Concrete in the amount of \$7,975.25

Enclosed you shall find Pay Request No. 1 for the 2019 Sidewalk Project from Milam Concrete. Planning and Zoning Administrator Shawn Cole has reviewed the request and verified the work that has been performed and approved. Therefore, it is the recommendation of City Administrator Mardesen to approve the pay request in the amount of \$7,975.25.

- D. Resolution No. 014 (2019/2020): A Resolution Approving the Second Amendment to the July 2007 Option for Purchase of Treated Water with Iowa Regional Utilities Association

Enclosed you shall find Resolution No. 014 (2019/2020): A Resolution Approving the Second Amendment to the July 2007 Option for Purchase of Treated Water 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. Jim LaPlant did confirm on 9-19-19 that he agrees to the two changes and will have an updated amendment to the City of Nevada on 9-23-19 in order to review and distribute to the council prior to the meeting. City Administrator Mardesen recommends approval of Resolution No. 014 (2019/2020): A Resolution Approving the Second Amendment to the July 2007 Option for Purchase of Treated Water with Iowa Regional Utilities Association.

8. NEW BUSINESS

- A. Approve Bid for Storage Tank Cleaning for the Water Department

Enclosed you shall find an Action Form providing the historical background information and recommendation for the Storage Tank Cleaning for the Water Department.

- B. Approve Bids for Plows and Liftgate for the Park and Recreation Department

Enclosed you shall find an Action Form providing the historical background information and recommendation for the Plows and Liftgate for the Park and Recreation Department.

- C. Accept Resignation of City Administrator Mardesen and Discussion and Appropriate Follow-up on Timeline for City Administrator Search

In preparation of the departure of City Administrator Matthew Mardesen, Mayor Barker, Kerin Wright and Matt Mardesen met on Monday, September 16th to discuss the hiring process. It was recommended that we conduct the search in-house. City Administrator Mardesen will be finalizing a time line and job announcement on Friday, September 20, 2019 for electronic disbursement to the council for review prior to any discussion on Monday, September 23, 2019.

Item # 4A
Date: 9/23/19

Proof Of Publication In
NEVADA JOURNAL

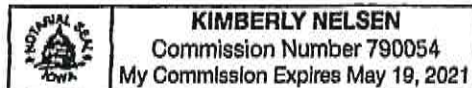
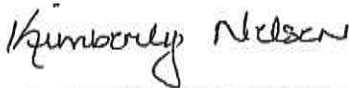
STATE OF IOWA, STORY COUNTY, ss.

I, Rebecca Bjork, on oath depose
and say that I am Advertising Director of the
NEVADA JOURNAL, a weekly newspaper,
published at Ames, Story County, Iowa; that the
annexed printed

CITY OF NEVADA

PH Notice - Urban Renewal Plan

was published in said newspaper
1 time(s) on September 5, 2019
with the last of said publication on
the 5th day of September, 2019



Notary Public

Sworn to before me and subscribed in my
presence by Rebecca Bjork, Advertising Director
this the 5th day of September, 2019

AD NO: 1270273

FEE: \$19.53

ACCT NO: 37490

#1270273
**NOTICE OF PUBLIC HEARING ON
PROPOSED URBAN RENEWAL
PLAN AMENDMENT**

Notice Is Hereby Given: That at
6:00 o'clock p.m., at the Nevada
City Hall Council Chambers, Neva-
da, Iowa, on September 23, 2019,
the City Council of the City of Ne-
vada, Iowa, will hold a public
hearing on the question of amend-
ing the urban renewal plan for the
Nevada Urban Renewal Area (the
"Urban Renewal Area") to author-
ize the undertaking of a new ur-
ban renewal project in the Urban
Renewal Area consisting of con-
sisting of providing tax increment
financing support to the Nevada
Economic Development Corpora-
tion (the "NEDC") in connection
with NEDC's programs and
initiatives for the promotion of
growth and economic develop-
ment in the Urban Renewal Area.
A copy of the amendment is on
file for public inspection in the of-
fice of the City Clerk.

At said hearing any interested
person may file written objections
or comments and may be heard
orally with respect to the subject
matters of the hearing.

Kerin Wright
City Clerk

Published in the Nevada Journal
on September 5, 2019 (1T)

HEARING ON AND APPROVAL OF 2019
AMENDMENT TO THE NEVADA
URBAN RENEWAL AREA

420131-91

Nevada, Iowa

September 23, 2019

The City Council of the City of Nevada, Iowa, met on September 23, 2019, at 6:00 o'clock, p.m., at the Nevada City Hall Council Chambers, in the City for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

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

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

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

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area," seconded by Council Member _____. After due consideration, the Mayor

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. 012 (2019/2020)

Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

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

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project (the "Project") in the Urban Renewal Area consisting of providing tax increment financing support to Nevada Economic Development Corporation ("NEDC") in connection with NEDC's programs and initiatives for the promotion of growth and economic development in the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on September 23, 2019; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Story County and the Nevada Community School District; the consultation meeting was held on the ____ day of _____, 2019; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 23, 2019.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

CITY OF NEVADA, IOWA
URBAN RENEWAL PLAN AMENDMENT
NEVADA URBAN RENEWAL AREA

September , 2019

The Urban Renewal Plan (the "Plan") for the Nevada Urban Renewal Area (the "Urban Renewal Area") in the City of Nevada, Iowa (the "City") is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

1) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Nevada Economic Development Corporation Support Program (the "NEDC Program")

Name of Urban Renewal Area: Nevada Urban Renewal Area

Date of Council Approval of Project: September 23, 2019

Declaration of NEDC Program as an Urban Renewal Project:

The City Council acknowledges the importance of the Nevada Economic Development Corporation (the "NEDC") to the promotion of economic development in the Urban Renewal Area. The City intends to renew its economic development support agreement which will provide for annual support payments to the NEDC for a period of five (5) fiscal years. Under said agreement the NEDC will commit to continuing its efforts to carry out economic development support programs, promotional events, initiatives and activities within the Urban Renewal Area.

Description of Use of TIF for the NEDC Program: It is anticipated that the City will pay for the NEDC Program with the proceeds of internal advances of City funds on-hand and through an economic development agreement with negotiated annual appropriation payments. A portion of the City's obligations will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the NEDC Program will not exceed \$325,000.

The costs incurred by the City in providing tax increment financing assistance to the NEDC will include legal and administrative fees (the "Admin Fees") in an amount not to exceed \$8,500.

Description of Public Infrastructure Projects: It is not anticipated that the City will install public infrastructure in connection with the NEDC Program.

Description of Properties to be Acquired in Connection with NEDC Program:

It is not anticipated that the City will acquire real property in connection with the NEDC Program.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$23,423,449</u>
Outstanding general obligation debt of the City:	<u>\$ 6,020,000</u>
Proposed debt to be incurred in connection with this September, 2019 Amendment*:	<u>\$ 333,500</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Nevada, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Nevada Urban Renewal Area in the City of Nevada, Iowa.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk



September 13, 2019

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: 2019 Amendment to the Nevada Urban Renewal Area
Our File No. 420131-91

Dear Kerin:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the 2019 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Matt Mardesen

Item # 413
Date: 9/23/19

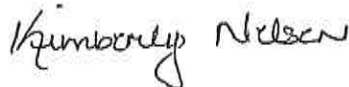
Proof Of Publication In
NEVADA JOURNAL

STATE OF IOWA, STORY COUNTY, ss.

I, Rebecca Bjork, on oath depose
and say that I am Advertising Director of the
NEVADA JOURNAL, a weekly newspaper,
published at Ames, Story County, Iowa; that the
annexed printed

CITY OF NEVADA
PH-NEDC Dev Agr

was published in said newspaper
1 time(s) on September 12, 2019
with the last of said publication on
the 12th day of September, 2019



Notary Public
Sworn to before me and subscribed in my
presence by Rebecca Bjork, Advertising Director
this the 12th day of September, 2019

AD NO: 1272424
FEE: \$31.87
ACCT NO: 37490

#1272424
**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

Published in the Nevada Journal
on September 12, 2019 (1T)

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Nevada Economic Development
Corporation)

420131-91

Nevada, Iowa

September 23, 2019

A meeting of the City Council of the City of Nevada, Iowa, was held at 6:00 o'clock p.m., on September 23, 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: _____.

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

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

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

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

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 013 (2019/2020)

Resolution Approving Development Agreement with Nevada Economic Development Corporation, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (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 (the "Urban Renewal Tax Revenue Fund"), 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 of 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, a certain development agreement (the "Agreement") between the City and Nevada Economic Development Corporation ("NEDC") has been prepared in connection with the provision of services, programs and initiatives for the promotion of economic growth and development in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments to NEDC in a total amount not exceeding \$325,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on September 23, 2019, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to NEDC thereunder.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to incremental property tax revenue derived from the Urban Renewal Area.

Section 5. The City hereby pledges to the payment of the Agreement the Urban Renewal Tax Revenue Fund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Fund, provided, however, that no payment will be made under the Agreement unless and until monies from the Urban Renewal Tax Revenue Fund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Story County to evidence the continuing pledging of the Urban Renewal Tax Revenue Fund and the portion of taxes to be paid into such Fund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved September 23, 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, 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 holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this ____ day of _____, 2019.

Kerin Wright, City Clerk



September 13, 2019

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

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

Dear Kerin:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Nevada Economic Development Corporation, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

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

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

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.

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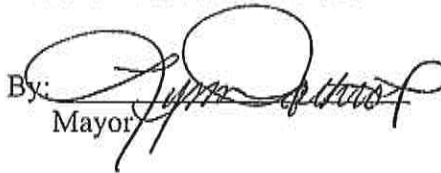
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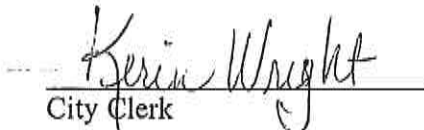
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The City and NEDC have caused this Agreement to be signed in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: 
Mayor

Attest:


City Clerk

NEVADA ECONOMIC
DEVELOPMENT CORPORATION
By: 

EXHIBIT A – ADDITIONAL INDUSTRIAL INCENTIVES PROGRAM AND SCHEDULE

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Example

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NEVADA CITY COUNCIL - MONDAY, SEPTEMBER 9, 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, September 9, 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, Luke Spence, Sandy Ehrig, Dane Nealson, Jason Sampson, Brian Hanson. Absent: None.

Staff Present: Erin Clanton, Matt Mardesen, Kerin Wright, Brandon Mickelson, Ric Martinez, Ray Reynolds, Shawn Cole, Shannon Speer and Trey Rouse.

Also, in attendance were: John Hall, Mason Adams, Joe Rude and Wade Presley.

3. APPROVAL OF AGENDA

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

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

Motion by Barb Mittman, seconded by Luke Spence, to approve the following consent agenda items:

- 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

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

5. PUBLIC FORUM

- A. Mason Adams provided an 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

Motion by Luke Spence, seconded by Jason Sampson, to **adopt Resolution No. 009 (2019/2020)**. After due consideration and discussion, the roll was called. Aye: Spence, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- 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

Motion by Brian Hanson, seconded by Barb Mittman, to **adopt Resolution No. 010 (2019/2020)**. Motion by Brian Hanson, seconded by Barb Mittman to **rescind the motion to adopt Resolution No. 010 (2019/2020)**. No vote was taken on the matter.

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

Motion by Sandy Ehrig, seconded by Jason Sampson, to **adopt Resolution No. 011 (2019/2020)**. After due consideration and discussion, the roll was called. Aye: Ehrig, Sampson, Spence, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

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

Motion by Brian Hanson, seconded by Dane Nealson, to **approve purchase of P25 Radios for Police Department for \$78,239.87, and make three installments (1-at time of order/2-Oct 30, 2020/3-Oct 30, 2021)**. After due consideration and discussion, the roll was called. Aye: Hanson, Nealson, Sampson, Spence, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

- 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

Motion by Jason Sampson, seconded by Luke Spence, to **approve Ordinance No. 1005 (2019/2020), first reading**. After due consideration and discussion, the roll was called. Aye: Sampson, Spence, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

8. REPORTS:

City Administrator Mardesen reported:

- ICS 100 & 700 Training is Thursday, September 12th at Gates Hall with city staff.
- Nevada Main Street will be hosting a two-day workshop on October 1st and 2nd.

- Nevada Fieldhouse RFP has had at least ten potential firms inquiring about details. The deadline for submittal is September 16th.
- The Ames Chamber will be hosting a Story County Economic Development Leaders' Summit in Nevada on Friday, September 20th if anyone wants to attend.

Mayor Barker thanked those that attended the ribbon cutting for the Lincoln-Jefferson Highways Heritage Park and to Brandon Mickelson of HR Green for getting the sign completed in time. On August 30th a meeting was held with Iowa Regional Utilities Association, Xenia Rural Water, along with several representatives from Ames and Nevada to discuss future growth.

Planning and Zoning Intern Trey Rouse reported he has been working on nuisance properties.

Director of Fire/EMS Reynolds updated the council on the nuisances he has been working on. On Wednesday, there will be a stair climb in remembrance of 9/11. There will be about 50 individuals from 11 different stations. There will also be a piece of the steel from the site on display at the fire station. Reynolds thanked admin staff for their help as Zearing was looking for assistance to begin inspection processes for liquor licenses.

Library Director Speer reported she had just returned from a good conference in Vermont. They have a candidate for the open youth services position coming in for an interview this month. Fall programs have begun. They will be hosting a couple events this month, Carnegie Libraries in Iowa and the Barn Quilt Guy.

Planning and Zoning Administrator Cole updated council on the ongoing projects.

City Engineer Brandon Mickelson advised Manatt's will be finishing up work on Lincoln Highway and W 18th Street next week. Windstream has been advised of the timeline to comply.

Council Member Nealson noted the Community Coffee will be held on September 14th with Barb Mittman and Sandy Ehrig. It was also mentioned the Historical Society Fundraiser is slated for Sunday October 27th at 1 p.m. Council Member Spencer updated the council the Substance Abuse Task Force.

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 6:34 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 5B
 Date: 9/23/19

CITY OF NEVDA
 CLAIMS REPORT FOR SEPTEMBER 23, 2019
 9/10/19 THRU 9/23/19

AVAILA BANK	GENERAL FUND CD	4,000,000.00	72160
RACOM CORP	PD-RADIOS 1/3 PYMNT	26,079.96	72161
EFTPS	FED/FICA TAX	23,471.00	676
TASC	DEPENDENT CARE	1,667.45	677
ICMA	DEFERRED COMP	1,015.00	72168
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	72169
GREAT WESTERN BANK	HSA	322.50	72170
TREASURER STATE OF IA	SALES TAX 9/1-15/2019	2,684.31	678
TREASURER STATE OF IA	WTR EXCISE TAX 9/1-15/2019	9,952.68	679
FAREWAY	LIB/POOL/4PLX/WTR-SUPPLIES	87.44	72171
ALLIANT	ALL-UTILITIES	37,827.91	72172
QUILL	LIB-SUPPLIES	245.40	72173
COMPUTER RES SPEC	LIB-IT SVCS	990.00	72174
BAKER & TAYLOR BOOKS	LIB-MATERIALS	2,325.93	72175
IA COMM NETWORK	LIB-LONG DISTANCE	16.58	72176
STATE LIBRARY OF IA	LIB-SPEER CONF	15.00	72177
WINDSTREAM	SC-PHONES	56.56	72178
SAMS CLUB	4PLX/LHD-SUPPLIES	187.08	72179
IA GENEALOGICAL SOCIETY	LIB-WRIGHT CONF	100.00	72180
AMAZON	LIB-MATERIALS	485.51	72181
CENTER POINT	LIB-MATERIALS	46.74	72182
CENTURION TECH	LIB-SMARTSHIELD SOFTWARE	144.00	72183
CENGAGE LEARNING	LIB-MATERIALS	65.22	72184
WEX BANK	ALL-GAS CARDS	5,932.47	72185
AMES FORD LINCOLN	GH-2019 F350	32,741.80	72186
SPEER, SHANNA	LIB-ARSL CONF REIMB	798.00	72187
MARTIN BROS	4PLX-CONCESSIONS	944.89	72188
MENARDS - AMES	FD/WWT-SUPPLIES	1,101.25	72189
HAMPTON EQUIP	STS-PATCHER	58,961.00	72190
BEN FRANKLIN	REC-CALCULATOR	5.99	72191
BROWN SUPPLY	WTR-LIDS	39.00	72192
CENTRAL IA DIST	CH-SUPPLIES	110.20	72193
HAWKINS INC	WTR-AZONE 15	2,003.62	72194
MARTIN MARIETTA	STS-GRAVEL	885.02	72195
NEVADA VET CLINIC	PD-ANIMAL CONTROL	272.50	72196
PRATT SANITATION	ALL-GARBAGE SVCS	827.75	72197
VAN WALL	FD/PKM-CIRCULAR SAW/WEEDEATER LINE	1,570.13	72198
STATE HYGIENIC LAB	POOL/WTR-LAB ANALYSIS	2,981.00	72199
AMES LOCK & SECURITY	PKM-LOCK	174.95	72200
COMPUTER RES SPEC	ALL-IT SVCS	2,575.96	72201
HACH CO	WTR-CHEMICALS/TEST KIT	540.53	72202
IA STATE READY MIX	STS-CONCRETE	221.00	72203
VERIZON	WTR/WWT-GIS	40.01	72204

GATEHOUSE-AMES TRIBUNE	ADM-PUBLIC NOTICES	328.95	72205
ROBB MORGAN	CEM/STS-TREE & STUMP REMOVAL	4,900.00	72206
GOOD AND QUICK	PD/PKM-TIRE RPR/BRAKES	1,002.88	72207
MIDWEST CYLINDER HEAD	PKM-CYLINDER RENT	45.00	72208
DIAMOND VOGEL	PKM-PAINT	169.65	72209
IA IRRIGATION	PKM-SPRINKLER HEADS RPR	1,009.86	72210
ZIEGLER	STS-HARDWARE	86.22	72211
SANDRY FIRE SUPPLY	FD-G1 AIR PACK BATTERIES	2,372.40	72212
IA PRISON IND	PD-#617/615 UNIFORM	450.00	72213
ACCO	POOL-REPAIR	887.60	72214
NEVADA HARDWARE	ALL-SUPPLIES	845.31	72216
TOYNE	FD-MUDFLAPS	50.08	72217
STAPLES ADVANTAGE	ADM/PRYL/CEM-SUPPLIES	385.71	72218
WINDSTREAM	PD/POOL-PHONE	139.71	72219
CONSUMERS ENERGY	ALL-UTILITIES	7,457.63	72220
FAIRMONT FIRE SYSTEMS	GH-INSPECTION/RPR	142.00	72221
JOHN DEERE FIN	STS/WTR/PD-SUPPLIES	214.46	72222
BRICK GENTRY	ALL-LEGAL	4,230.00	72223
CENTURION TECH	PD-SMARTSHIELD RENEWAL	66.00	72224
FREEDOM TIRE	PD-TIRE	276.00	72225
ZIMCO	PKM-HERBICIDE/PEST CONTROL	2,340.00	72226
SIGLER	REC-VB TSHIRTS	270.85	72227
JETCO	WTR-WELL 6/8	531.35	72228
MISSISSIPPI LIME	WTR-QUICKLIME	6,390.94	72229
WILLIAMSON ELECTRIC	PKM-PAVI -POND/FOUNTAIN RPR	125.51	72230
KELTEK INC	FD-VEHICLE WEAPON RACK	352.74	72231
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 10/2019	557.47	72232
BERENS-TATE CONSULT	ARBITRAGE	3,000.00	72233
MTI DISTRIBUTING	PKM-SUPPLIES	276.02	72234
PRINCIPAL FIN GRP	ALL-LIFE INSURANCE	628.06	72235
NEOPOST	ALL-POSTAGE	1,000.00	72236
AMES FORD LINCOLN	PKM-OIL CHANGE/RECALL	35.95	72237
BRADY MOSER	STS-SHOP CRANE	100.00	72238
MNG, INC	REC-FB JERSEYS	840.00	72239
ELLSWORTH, BALINDA	ADM-MILEAGE REIMB	69.60	72240
EXECUTIVE TECH	ALL-COPIER LEASE	799.00	72241
RYDL, JEREMY	CA-ALL STAFF TRNG REIMB	116.02	72242
BITUMINOUS MATERIALS	STS-ASPHALT	1,130.98	72243
STEPHENSON, LORI	REC-VB COACHING	200.00	72244
JMT TRUCKING	STS-TRUCKING	216.00	72245
VINYL GRAPHICS	PD-#10 GRAPHICS	67.74	72246
	TOTAL ACCOUNTS PAYABLE	4,264,926.74	
	WATER DEPOSIT REIMB	323.32	72148-72159
	PAYROLL CHECKS	69,164.84	
	**** PAID TOTAL ****	4,334,414.90	

GENERAL	4,101,210.47
ROAD USE TAX	20,914.71
RUT CAPRIAL	59,501.00
LOCAL OPTION SALES TAX	9,482.00
LIBRARY TRUST	1,392.56
WATER	46,794.95
WATER DEPOSIT	323.32
SEWER	29,507.59
LANDFILL/GARBAGE	49.77
STORM WATER	74.24
REVOLVING FUND	65,164.29
**** PAID TOTAL ****	<u>4,334,414.90</u>

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CITY OF NEVADA
BALANCE SHEET
CALENDAR 8/2019, FISCAL 2/2020

Item # 50
Date: 9/23/19

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	333,724.68-	5,691,910.10
002-000-1110	CASH-HOTEL/MOTEL	1,147.53-	14,633.34
110-000-1110	CASH-ROAD USE TAX	33,539.85	1,649,186.75
112-000-1110	CASH-EMPLOYEE BENEFITS	5.42	3,607.24
113-000-1110	CASH-RUT CAPITAL	143.95	95,870.29
119-000-1110	CASH-EMERGENCY FUND	.55	365.71
121-000-1110	CASH-LOCAL OPTION TAX	12,045.75	585,289.46
125-000-1110	CASH-TIF	3,039.89	1,986,636.73
126-000-1110	CASH-LMI SUBFUND		37,880.32
167-000-1111	RESERVE-WELLS	2.59	1,722.81
167-000-1113	RESERVE-ZWILLING	.16	108.28
167-000-1114	RESERVE-ALBERRY	1.48	985.74
168-000-1118	RESERVE-UNDESIGNATED	.50	334.83
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	38.52	25,651.48
169-000-1110	CASH-LIBRARY TRUST	1,100.39-	32,625.49
171-000-1110	CASH-FIRE TRUST	25.41	16,920.18
172-000-1110	CASH-SCORE UNDESIGNATED	8.70	5,796.61
173-000-1110	CASH-SCORE O&M	.38	256.30
174-000-1110	CASH-NORTH STORY BASEBALL	5.35	3,565.54
175-000-1110	CASH-SENIOR COMM CENTER	10.69	7,116.49
176-000-1110	CASH-GH PIANO	27.67	18,428.48
177-000-1110	CASH-POLICE FOREITURE	17.74	11,815.83
179-000-1122	RESERVE-GRNBLT MAP 2005	5.25	3,496.53
179-000-1124	RESERVE-ST CO TRAIL	.58	385.66
179-000-1125	RESERVE-IND RDG GREENBE	2.50	1,664.80
179-000-1127	RESERVE-UNRESTRICTED	9,367.65-	35,437.88
179-000-1128	RESERVE-SCORE SCOREBOAR	6.69	4,457.68
179-000-1129	RESERVE-HATTERY	1.54	1,025.53
179-000-1130	RESERVE-LANDSCAPING	8.90	5,925.75
179-000-1131	RESERVE-FIELD MAINT	254.03	11,378.02
179-000-1132	RESERVE-LEW HANSEN SUB	2.06	1,370.13
179-000-1133	RESERVE-87 SOUTHWOOD	11.07	7,372.57
179-000-1134	RESERVE-MARDEAN PARK	1.31	875.02
80-000-1110	CASH-COLUMBARIAN MAINT	4.64	3,092.87
81-000-1110	CASH-TRAIL MAINTENANCE	46.84	31,196.20
82-000-1110	CASH-DANIELSON/OTHERTRU	1,261.16-	38,986.48
83-000-1110	CASH-LIB BLDG TRUST	.28	189.63
84-000-1110	CASH-TREES FOREVER	6.64	4,422.90
85-000-1110	CASH-4TH OF JULY	13.77	2,993.46
86-000-1110	CASH-COMM BAND	394.14-	573.10
90-000-1110	CASH-DEBT SERVICE	317.50	211,451.94
91-000-1110	CASH-CITY HALL/PUBLIC S	1.27	843.75
92-000-1110	CASH-LIBRARY BLDG	1.91	1,268.84
95-000-1110	CASH-RR CROSSING IMP		17,273.86-
97-000-1110	CASH-SIDEWALKIMPROVEMEN	1,998.93	40,580.88
11-000-1110	CASH-2019 CIP WORK	1,224.77	2,018,707.25
12-000-1110	CASH-2019 SOUTH D AVE PAVING	3,038.40-	43,617.56-
15-000-1110	CASH-CBD DOWNTOWN IMPR	50,415.75-	356,248.67-
21-000-1110	CASH-TRAIL CIP PROJECTS	241.57	160,880.33
23-000-1110	CASH-2017STS,WTR,WWT,STM PROJ	178.27	361,144.61
25-000-1110	CASH-LINC HWY/W 18TH ST INTERS	41,889.20-	1,287,755.42-

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
326-000-1110	CASH-2017BOND, REFUND 2013B	.01	8.56
500-000-1110	CASH-PERPETUAL CARE	1,000.00	4,682.83
600-000-1110	CASH-WATER O&M	75,715.60	1,525,062.83
601-000-1110	CASH-WATER DEPOSITS	388.90	75,646.59
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	921.09	613,426.48
605-000-1110	CASH-WATER 2012C BOND		35,959.50
607-000-1110	CASH-WTR CAPITAL REVOLV	394.66	262,834.99
610-000-1110	CASH-WASTEWATER O&M	45,383.80	1,459,737.47
615-000-1110	CASH-SEWER CONSTRUCTION	6,407.57	1,230,178.40
616-000-1110	CASH-WWT CIP	4,094.50-	86,634.30-
617-000-1110	CASH-WWT CAPITAL	343.51	228,768.93
670-000-1110	CASH-GARBAGE UTILITY	5,482.45	16,918.34-
740-000-1110	CASH-STORM WATER UTILIT	14,748.53	682,404.46
810-000-1139	RESERVE-PARK & RECREATI	10,105.18-	16,701.36-
810-000-1140	RESERVE-LIBRARY	68.64	45,712.26
810-000-1141	RESERVE-CEMETERY	597.94-	2,576.90
810-000-1142	RESERVE-FINANCE	369.80	246,278.95
810-000-1143	RESERVE-FIRE	503.42	335,271.50
810-000-1144	RESERVE-POLICE	356.46	237,397.09
310-000-1146	RESERVE-PLANNING & ZONI	45.81	30,509.03
310-000-1147	RESERVE-GATES HALL	93.91	62,539.86
310-000-1148	RESERVE-TECHNOLOGY	406.40-	17,048.85
330-000-1110	CASH-SICK & VACATION	450.23	299,843.80
	CASH TOTAL	251,623.61-	18,711,169.58
01-000-1120	PETTY CASH - LIBRARY		75.00
01-000-1123	PETTY CASH - POOL	900.00-	
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	900.00-	675.00
32-000-1168	COUNTY FOUNDATION INVES		80,232.14
	SAVINGS TOTAL	.00	80,232.14
.3-000-1168	2017B BANKERS TRUST ESCROW		2,879,394.53
	INVESTMENTS TOTAL	.00	2,879,394.53
9-000-1170	CD LIBRARY TRUST		11,700.00
2-000-1170	CD-DANIELSON TRST		200,000.00
0-000-1170	CD-PERPETUAL CARE		145,117.70
1-000-1170	CD-HATTERY TRUST		5,074.08
4-000-1170	CD- WATER 2012C RESERVE		589,762.87
5-000-1170	CD- WTR 2012C IMPROVMNT		152,208.74
5-000-1170	CD- SEWER CONSTRUCTION		507,404.66

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CITY OF NEVADA
BALANCE SHEET
CALENDAR 8/2019, FISCAL 2/2020

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OPER: KW

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
<hr/>			
	CD's TOTAL	.00	1,611,268.05
	TOTAL CASH	=====	=====
		252,523.61-	23,282,739.30
		=====	=====

CITY OF NEVADA
BUDGET REPORT
CALENDAR 8/2019, FISCAL 2/2020

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	16.6% UNEXPENDED
	POLICE TOTAL	1,160,768.00	113,338.54	193,784.75	16.69	966,983.25
	POLICE-OFFICE TOTAL	110,984.00	11,202.08	18,963.57	17.09	92,020.43
	EMERGENCY MANAGEMENT TOTAL	16,400.00	91.93	177.68	1.08	16,222.32
	FLOOD CONTROL TOTAL	32,690.00	1,096.85	4,318.91	13.21	28,371.09
	FIRE TOTAL	469,199.00	14,645.49	51,980.78	11.08	417,218.22
	AMBULANCE TOTAL	16,600.00	369.51	3,196.45	19.26	13,403.55
	BUILDING INSPECTIONS TOTAL	49,226.00	4,979.84	9,137.31	18.56	40,088.69
	ANIMAL CONTROL TOTAL	8,500.00	391.30	1,006.50	11.84	7,493.50
	ANIMAL CONTROL-OWNER TOTAL	2,000.00	252.60	323.10	16.16	1,676.90
	PUBLIC SAFETY TOTAL	1,866,367.00	146,368.14	282,889.05	15.16	1,583,477.95
	ROADS, BRIDGES, SIDEWALKS TOTA	792,825.00	52,947.07	124,361.96	15.69	668,463.04
	STREET LIGHTING TOTAL	136,000.00	12,196.84	21,573.02	15.86	114,426.98
	TRAFFIC CONTROL & SAFETY TOTA	1,000.00	.00	.00	.00	1,000.00
	PAVEMENT MARKINGS TOTAL	12,000.00	4,701.09	4,701.09	39.18	7,298.91
	SNOW REMOVAL TOTAL	69,713.00	.00	.00	.00	69,713.00
	TREES & WEEDS TOTAL	50,000.00	1,209.48	1,209.48	2.42	48,790.52
	PUBLIC WORKS TOTAL	1,061,538.00	71,054.48	151,845.55	14.30	909,692.45
	WATER,AIR,MOSQUITO CONTRO TOTA	10,000.00	.00	5,896.91	58.97	4,103.09
	ACCESS TOTAL	852.00	852.00	852.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	4,500.00	4,500.00	4,500.00	100.00	.00
	AMES YOUTH & SHELTER TOTAL	1,200.00	1,200.00	1,200.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	1,080.00	1,080.00	1,080.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	22,048.00	22,048.00	22,048.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	686.00	686.00	686.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	720.00	720.00	720.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,070.00	1,070.00	1,070.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,180.00	1,180.00	1,180.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	1,810.00	1,810.00	1,810.00	100.00	.00
	STORY CO LEGAL AID TOTAL	2,500.00	2,500.00	2,500.00	100.00	.00
	AMERICAN RED CROSS TOTAL	766.00	766.00	766.00	100.00	.00
	SALVATION ARMY TOTAL	2,500.00	2,500.00	2,500.00	100.00	.00
	TOTAL	4,900.00	4,900.00	4,900.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,920.00	3,920.00	3,920.00	100.00	.00
	HEALTH & SOCIAL SERVICES TOTA	59,732.00	49,732.00	55,628.91	93.13	4,103.09
	LIBRARY TOTAL	431,510.00	45,466.72	83,689.02	19.39	347,820.98
	LIBRARY-DONATED TOTAL	32,500.00	1,319.70	1,319.70	4.06	31,180.30
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,363.26	3,371.88	15.68	18,128.12
	MUSEUM/BAND/THEATRE TOTAL	1,590.00	985.00	985.00	61.95	605.00
	PARKS TOTAL	102,596.00	9,606.93	31,126.34	30.34	71,469.66
	PARK MAINTENANCE TOTAL	380,234.00	55,322.48	121,903.35	32.06	258,330.65
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	1,278.20	2,739.00	13.70	17,261.00
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00

CITY OF NEVADA
BUDGET REPORT
CALENDAR 8/2019, FISCAL 2/2020

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	16.6% UNEXPENDED
	FOUR-PLEX COMPLEX TOTAL	50,402.00	3,972.98	11,038.15	21.90	39,363.85
	POOL TOTAL	232,893.00	64,006.32	131,529.83	56.48	101,363.17
	RECREATION TOTAL	64,708.00	7,525.42	17,766.40	27.46	46,941.60
	ADULT SOFTBALL TOTAL	600.00	153.17	167.89	27.98	432.11
	COMMUNITY HEALTH/WEELLNESS TOTA	500.00	.00	.00	.00	500.00
	SENIOR ACTIVITY TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	160,570.00	12,001.92	58,219.65	36.26	102,350.35
	COMMUNITY CTR/ZOO/MARINA TOTA	209,888.00	18,997.20	33,342.79	15.89	176,545.21
	SENIOR COMMUNITY CENTER TOTAL	7,348.00	671.73	1,867.59	25.42	5,480.41
	BASEBALL SOFTBALL TOTAL	35,933.00	185.92	5,805.67	16.16	30,127.33
	YOUTH BASKETBALL TOTAL	9,509.00	.00	.00	.00	9,509.00
	VOLLEYBALL TOTAL	2,115.00	.00	.00	.00	2,115.00
	FLAG FOOTBALL TOTAL	9,870.00	.00	.00	.00	9,870.00
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	.00	.00	.00	2,615.00
	CIRL TOTAL	2,000.00	1,016.17	1,016.17	50.81	983.83
	SOFTBALL TOURNAMENT TOTAL	45,642.00	14,100.37	15,055.89	32.99	30,586.11
	HISTORICAL SOCIETY TOTAL	1,850.00	1,850.00	1,850.00	100.00	.00
	HISTORIC PRESERVATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	OTHER CULTURE/RECREATION TOTA	2,828.00	2,828.00	2,828.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,846,451.00	242,651.49	525,622.32	28.47	1,320,828.68
	ECONOMIC DEVELOPMENT TOTAL	344,039.00	4,070.00	204,070.00	59.32	139,969.00
	HOUSING & URBAN RENEWAL TOTAL	10,000.00	.00	.00	.00	10,000.00
	PLANNING & ZONING TOTAL	174,366.00	5,015.97	9,611.68	5.51	164,754.32
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,000.00	.00	.00	.00	9,000.00
	LINCOLN HWY DAYS TOTAL	3,000.00	3,000.00	3,000.00	100.00	.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	700.00	.00	.00	.00	700.00
	COMMUNITY & ECONOMIC DEV TOTA	542,405.00	12,085.97	216,681.68	39.95	325,723.32
	MAYOR/COUNCIL/CITY MGR TOTAL	11,720.00	450.75	1,867.80	15.94	9,852.20
	COUNCIL TOTAL	7,987.00	205.00	208.00	2.60	7,779.00
	CITY ADMINISTRATOR TOTAL	69,500.00	1,704.19	2,905.31	4.18	66,594.69
	CLERK/TREASURER/ADM TOTAL	372,680.00	17,716.91	30,718.41	8.24	341,961.59
	ELECTIONS TOTAL	7,000.00	.00	.00	.00	7,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	116,300.00	5,265.00	13,279.00	11.42	103,021.00
	CITY HALL/GENERAL BLDGS TOTAL	111,649.00	14,814.59	31,940.96	28.61	79,708.04
	TORT LIABILITY TOTAL	40,160.00	.00	38,023.00	94.68	2,137.00
	OTHER GENERAL GOVERNMENT TOTA	10,000.00	206.05	717.22	7.17	9,282.78
	GENERAL GOVERNMENT TOTAL	746,996.00	40,362.49	119,659.70	16.02	627,336.30
	CITYHALL/LIBRARY DEBT TOTAL	93,213.00	.00	.00	.00	93,213.00
	2013 GO BOND TOTAL	675,100.00	.00	.00	.00	675,100.00

CITY OF NEVADA
BUDGET REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	8/2019, FISCAL	2/2020	PCT OF FISCAL YTD	16.6%
		TOTAL	BUDGET	MTD	YTD	PERCENT
		BUDGET		BALANCE	BALANCE	EXPENDED
	2019B CIP WORK TOTAL	586,791.00		.00	.00	.00
	DEBT SERVICE TOTAL	1,355,104.00		.00	.00	.00
	ROADS, BRIDGES, SIDEWALKS TOTA	7,180,000.00		97,513.75	509,305.17	7.09
	SIDEWALKS TOTAL	25,000.00		.00	.00	.00
	RAILROAD CROSSINGS TOTAL	20,000.00		.00	3,415.46	17.08
	SENIOR COMMUNITY CENTER TOTAL	500,000.00		.00	.00	.00
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00		.00	.00	.00
	CAPITAL PROJECTS TOTAL	7,727,000.00		97,513.75	512,720.63	6.64
	WTR 2012C BOND TOTAL	573,575.00		.00	.00	.00
	WATER TOTAL	39,484.00		.00	.00	.00
	WATER-PLANT/PUMPS TOTAL	870,319.00		65,115.18	140,797.27	16.18
	WATER-LINES-INST & O&M TOTAL	60,520.00		6,326.54	12,027.00	19.87
	WATER ACCOUNTING TOTAL	314,247.00		28,866.61	52,463.97	16.70
	WASTEWATER PLANT TOTAL	617,944.00		52,484.78	101,947.64	16.50
	WASTEWATER COLLECTION TOTAL	2,256,247.00		9,396.54	40,043.78	1.77
	WASTEWATER ACCOUNTING TOTAL	203,414.00		20,699.15	35,046.59	17.23
	LANDFILL/GARBAGE TOTAL	72,079.00		49.77	35,788.31	49.65
	STORM WATER TOTAL	50,000.00		706.64	5,966.58	11.93
	ENTERPRISE FUNDS TOTAL	5,057,829.00		183,645.21	424,081.14	8.38
	TRANSFERS IN/OUT TOTAL	3,661,075.00		.00	.00	.00
	TRANSFER OUT TOTAL	3,661,075.00		.00	.00	.00
	TOTAL EXPENSES	23,924,497.00		843,413.53	2,289,128.98	9.57

CITY OF NEVADA
REVENUE REPORT
CALENDAR 8/2019, FISCAL
BUDGET
ESTIMATE

2/2020
MTD
BALANCE
PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD
16.6%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	ESTIMATE	BALANCE	BALANCE	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	4,186,511.00	63,868.65	227,918.97	5.44	3,958,592.03
	HOTEL MOTEL TOTAL	10,200.00	1,852.47	1,876.93	18.40	8,323.07
	ROAD USE TAX TOTAL	1,009,816.00	98,232.97	168,406.95	16.68	841,409.05
	EMPLOYEE BENEFITS TOTAL	760,420.00	5.42	3,607.24	.47	756,812.76
	RUT CAPITAL TOTAL	226,500.00	143.95	292.32	.13	226,207.68
	EMERGENCY FUND TOTAL	76,509.00	.55	365.71	.48	76,143.29
	LOCAL OPTION SALES TAX TOTAL	901,000.00	82,902.68	161,157.08	17.89	739,842.92
	TAX INCREMENT FINANCING TOTAL	1,047,310.00	3,039.89	14,455.29	1.38	1,032,854.71
	LMI-SUBFUND TOTAL	75,671.00	.00	.00	.00	75,671.00
	RESTRICTED GIFTS TOTAL	30.00	4.23	8.60	28.67	21.40
	CEMETARY CIP/LAND TOTAL	250.00	39.02	79.24	31.70	170.76
	LIBRARY TRUST TOTAL	7,600.00	262.87	332.61	4.38	7,267.39
	FIRE TRUST TOTAL	300.00	25.41	51.60	17.20	248.40
	SCORE-UNDESIGNATED TOTAL	1,100.00	8.70	17.67	1.61	1,082.33
	SCORE O&M TOTAL	5.00	.38	.78	15.60	4.22
	NORTH STORY BASEBALL TOTAL	21,500.00	5.35	10.87	.05	21,489.13
	SENIOR CENTER TRUST TOTAL	150.00	10.69	21.70	14.47	128.30

CITY OF NEVADA
REVENUE REPORT
CALENDAR 8/2019, FISCAL
BUDGET
ESTIMATE

2/2020
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

16.6%

ACCOUNT NUMBER	ACCOUNT TITLE					UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	27.67	56.19	24.97	168.81
	ASSET FORFEITURE TOTAL	100.00	17.74	36.03	36.03	63.97
	PARK OPEN SPACE TOTAL	24,350.00	1,149.33	3,105.41	12.75	21,244.59
	COLUMBARIAN MAINTENANCE TOTAL	220.00	64.64	69.43	31.56	150.57
	TRAIL MAINTENANCE TOTAL	30,200.00	46.84	95.12	.31	30,104.88
	DANIELSON TRUST TOTAL	500.00	58.54	120.92	24.18	379.08
	LIB BLDG TRUST TOTAL	200.00	.28	.57	.29	199.43
	TREES FOREVER TOTAL	50.00	6.64	13.48	26.96	36.52
	4TH OF JULY TRUST TOTAL	2,020.00	13.77	2,518.39	124.67	498.39-
	COMMUNITY BAND TOTAL	1,000.00	.86	127.36	12.74	872.64
	DEBT SERVICE TOTAL	1,379,572.00	317.50	2,873.78	.21	1,376,698.22
	CH CAMPUS PROJ TOTAL	100.00	1.27	2.58	2.58	97.42
	LIBRARY ADDITION TOTAL	98,999.00	1.91	695.59	.70	98,303.41
	SC/REC CENTER TOTAL	5,000,000.00	.00	.00	.00	5,000,000.00
	SIDEWALK IMPROVEMENTS TOTAL	37,000.00	1,998.93	5,070.73	13.70	31,929.27
	2019 CIP WORK TOTAL	.00	3,031.17	6,158.17	.00	6,158.17-
	TRAIL CIP RESERVE PROJTS TOTA	69,295.00	241.57	490.55	.71	68,804.45

CITY OF NEVADA
REVENUE REPORT
CALENDAR 8/2019, FISCAL
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2/2020
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 3
OPER: KW
16.6%
UNCOLLECTED

ACCOUNT NUMBER

ACCOUNT TITLE

2017 STS/WT/SE/STRM PROJ TOTA	.00	542.27	1,101.75	.00	1,101.75-
LINC HWY-W 18TH ST INTSCT TOTA	1,200,000.00	.00	.00	.00	1,200,000.00
2017 BOND, REFUND 2013B TOTAL	.00	.01	.02	.00	.02-
PERPETUAL CARE TOTAL	3,500.00	940.00	940.00	26.86	2,560.00
WATER TOTAL	2,207,727.00	174,541.72	360,258.87	16.32	1,847,468.13
WATER DEPOSITS TOTAL	25,000.00	2,400.00	5,120.00	20.48	19,880.00
WATER PLANT UPGRADE RSRV TOTA	251,000.00	921.09	1,870.44	.75	249,129.56
WATER 2012C BOND TOTAL	573,575.00	.00	.00	.00	573,575.00
WATER CAPITAL REVOLVING TOTAL	127,200.00	394.66	801.43	.63	126,398.57
SEWER TOTAL	1,274,449.00	124,112.07	242,411.42	19.02	1,032,037.58
SEWER CONSTRUCTION TOTAL	311,000.00	6,407.57	12,913.82	4.15	298,086.18
SEWER EQUIP REVOLVING TOTAL	62,000.00	343.51	697.56	1.13	61,302.44
LANDFILL/GARBAGE TOTAL	68,650.00	5,532.22	11,172.80	16.28	57,477.20
STORM WATER TOTAL	174,900.00	15,455.17	31,155.06	17.81	143,744.94
REVOLVING FUND TOTAL	363,500.00	1,467.51	3,051.73	.84	360,448.27
OTHER INTERNAL SERV FUND TOTA	4,500.00	450.23	914.28	20.32	3,585.72
TOTAL REVENUE BY FUND	21,615,704.00	590,889.92	1,272,447.04	5.89	20,343,256.96

Item # 5D
Date: 9/23/19

Resolution No. 014 (2019/2020)
Approve Street Finance Report
Page 1 of 1

RESOLUTION NO. 014 (2019/2020)

**A RESOLUTION APPROVING THE ANNUAL STREET FINANCE REPORT FOR THE
FISCAL YEAR ENDED JUNE 30, 2019**

WHEREAS, the Iowa Department of Transportation, Ames, Iowa requires the City to annually file a Street Finance Report; and

WHEREAS, the City Council of the City of Nevada, Iowa has now reviewed the aforementioned report;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Iowa, hereby approves the Street Finance Report for the year ending June 30, 2019 and directs the City Clerk to file same with the Iowa Department of Transportation located at Ames, Iowa.

PASSED AND APPROVED this 23rd day of September, 2019.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 014 (2019/2020) be adopted.

Ayes: —
Nays: —
Absent: —

The Mayor declared Resolution No. 014 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 014 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23rd day of September, 2019.

Kerin Wright, City Clerk

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City Street Financial Report

City Name
NEVADA

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Fiscal Year
2019
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Cover Sheet

Now therefore let it be resolved that the city council NEVADA, Iowa
(City Name)

On 09/23/2019 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2018 to June 30, 2019
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Kerin Wright	kwright@cityofnevadaiaowa.org	1209 6th Street	Nevada	50201-0530
Hours	Phone	Extension	Phone(Alternative)	
M-F 8-5	515-382-5466	0000000225	515-382-5466	

Preparer Information

Name	E-mail Address	Phone	Extension
Kerin Wright	kwright@cityofnevadaiaowa.org	515-382-5466	0000000225

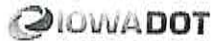
Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Brett Barker	mayor@cityofnevadaiaowa.org	1209 6th Street	Nevada	50201-0530
Phone	Extension			
515-382-5466	0000000230			

Resolution Number 014 (2019/2020)

Brett Barker
Signature Mayor

Kerin Wright
Signature City Clerk



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
NEVADA

City Street Financial Report

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Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$1,523,702	\$106,098	\$312,977	\$1,942,777
2. Adjustments (Note on Explanation Sheet)	\$88,695	\$0	\$0	\$88,695
3. Adjusted Balance	\$1,612,397	\$106,098	\$312,977	\$2,031,472

B. REVENUES				
1. Road Use Tax	\$878,205			\$878,205
2. Property Taxes		\$0	\$520,200	\$520,200
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$122,002	\$1,271,269	\$1,393,271
5. Proceeds from Bonds, Notes, and Loans		\$0	\$2,015,000	\$2,015,000
6. Interest Earned		\$33,615	\$18,236	\$51,851
7. Total Revenues (Lines B1 thru B6)	\$878,205	\$155,617	\$3,824,705	\$4,858,527
C. Total Funds Available (Line A3 + Line B7)	\$2,490,602	\$261,715	\$4,137,682	\$6,889,999

Column 1 Column 2 Column 3 Column 4
Road use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$568,171	\$77,437	\$0	\$645,608
2. Snow and Ice Removal	\$107,401	\$0	\$0	\$107,401
E. Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$0	\$370,824	\$370,824
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$0	\$0	\$929,613	\$929,613
4. Traffic Services	\$0	\$0	\$0	\$0
F. Administration	\$18,755	\$500	\$0	\$19,255
G. Equipment	\$0	\$0	\$0	\$0
H. Miscellaneous				
		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$170,000	\$85,000	\$1,617,850	\$1,872,850
2. Bonds, Notes and Loans - Interest Paid	\$1,900	\$3,200	\$90,919	\$96,019
TOTALS				
K. Total Expenses (Lines D thru J)	\$866,227	\$166,137	\$3,009,206	\$4,041,570
L. Ending Balance (Line C-K)	\$1,624,375	\$95,578	\$1,128,476	\$2,848,429
M. Total Funds Accounted For (K + L = C)	\$2,490,602	\$261,715	\$4,137,682	\$6,889,999

City Street Financial Report

City Name
NEVADA

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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
122---RISE Funds	\$0.00	\$82,700.00
174---Sales Tax / Local Option	\$120,450.00	\$0.00
182---Property or Buildings (Sale or Rent)	\$1,234.00	\$0.00
196---Gas Tax & Motor Fuel	\$318.00	\$0.00
195---Tax Increment Financing (TIF)	\$0.00	\$1,188,569.00
Line B4 Totals	\$122,002.00	\$1,271,269.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		

City Street Financial Report

City Name
NEVADA

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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	109	07/16/2013	\$8,045,000	47	2026	\$3,930,000	\$540,000	\$135,400	\$253,800	\$63,638	\$3,390,000
<input type="checkbox"/>	General Obligation	Street Improvements	110	07/13/2016	\$5,450,000	71	2019	\$2,055,000	\$2,055,000	\$41,100	\$1,459,050	\$29,181	\$0
<input checked="" type="checkbox"/>	General Obligation	Street Improvements	111	04/10/2019	\$2,015,000	100	2023	\$2,015,000	\$0	\$0	\$0	\$0	\$2,015,000
<input type="checkbox"/>	General Obligation	Equipment	401	07/10/2014	\$770,000	100	2019	\$160,000	\$160,000	\$3,200	\$160,000	\$3,200	\$0
New Bond Totals					\$2,015,000	\$2,015,000	Totals	\$8,160,000	\$2,755,000	\$179,700	\$1,872,850	\$96,019	\$5,405,000

City Name
NEVADA

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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year ☒

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
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Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
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City Street Financial Report

City Name
NEVADA

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
23	2009	Caterpillar Backhoe	\$77,912	\$0		\$0		No	NOCH
	1996	Leeboy Asphalt Roller	\$17,675	\$0		\$0		No	NOCH
40	2005	John Deere 320 Skid Steer	\$24,500	\$0		\$0		No	NOCH
20	2019	John Deere 6420 Tractor (Annual Lease)	\$0	\$3,200	/Year	\$0		No	NOCH
14	1996	Int'l 4700 Truck (Single Axle)	\$59,605	\$0		\$0		No	NOCH
10	1996	Caterpillar 135H Motor Grader	\$203,077	\$0		\$0		No	NOCH
5	2004	Cat Integrated Tool Carrier w/Snow Blower Attachment	\$142,531	\$0		\$0		No	NOCH
42	2012	Ford F250 Flatbed	\$21,525	\$0		\$0		No	NOCH
9	2013	Elgin Sweeper	\$154,225	\$0		\$0		No	NOCH
11	2015	Int'l Dump Truck	\$129,186	\$0		\$0		No	NOCH
12	2015	Int'l Dump Truck	\$129,186	\$0		\$0		No	NOCH
13	2015	Int'l Dump Truck	\$129,186	\$0		\$0		No	NOCH
14	2015	Int'l Dump Truck	\$129,186	\$0		\$0		No	NOCH
15	2015	Int'l Dump Truck	\$129,186	\$0		\$0		No	NOCH
16	2015	Int'l Dump Truck	\$129,186	\$0		\$0		No	NOCH
44	2015	Ford F250 Pickup	\$17,319	\$0		\$0		No	NOCH
41	2011	Ford F250 PU	\$20,683	\$0		\$0		No	NOCH
	2017	Chevrolet 4WD Silverado	\$27,367	\$0		\$0		No	NOCH

City Street Financial Report

City Name
NEVADA

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Explanation Sheet

Comments

A2. Adjustment is for the transfer from employee benefits for streets salaries. The resolution and Auditors email is attached.

RESOLUTION NO. 003 (2019/2020)
A RESOLUTION APPROVING YEAR END TRANSFERS FOR FY 2018/2019, #2


WHEREAS, the following transfers are necessary to complete the end of the year for Fiscal Year 2018/2019:

FROM	TO	AMOUNT
T&A-Employee Benefits 112-910-6910	General Fund 001-910-4830	\$500,000.00
T&A – Employee Benefits 112-910-6910	Road Use Tax Fund 110-910-4830	\$88,695.39
Emergency Fund 119-910-6910	General Fund 001-910-4830	\$56,718.50


WHEREAS, The Employee Benefits Fund at the end of FY2018/2019 is \$588,695.39 for General Fund and Road Use Fund Employees' FICA, Medicare, IPERS, Cafeteria, Health Insurance, Flex Administrative Fees, Life Insurance and Workers Compensation. Transfer is needed for those benefits into: General Fund - \$500,000 and Road Use Fund - \$88,695.39. The Emergency Fund Balance at the end of FY2018/2019 is \$56,718.50. Transfer to General Fund is needed.

NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council authorizes the transfers on June 30, 2019 (for fiscal year 2018/2019) and that this resolution is made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 12th day of August, 2019.


Brett Barker, Mayor

ATTEST:


Kerin Wright, City Clerk

Moved by Council Member Barb Mittman, seconded by Council Member Sandy Ehrig, that Resolution No. 003 (2019/2020) be adopted.

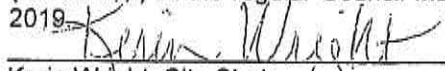
AYES: Mittman, Ehrig, Hanson, Nealson, Sampson, Spence

NAYS: None

ABSENT: None

The Mayor declared Resolution No. 003 (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 003 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12th day of August, 2019.


Kerin Wright, City Clerk

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Kerin Wright

From: Ashley Moser <Ashley.Moser@auditor.state.ia.us>
Sent: Tuesday, December 12, 2017 11:48 AM
To: kwright@midiowa.net
Subject: RE: Audit wrap up

Kerin,

For Road Use Tax. I believe that because you are paying for employee benefits from the RUT fund then you are allowed to transfer some of those employee benefits levy receipts into the RUT fund. I am verifying this with Ernie and I will let you know what he says as soon as he gets back to me but I am pretty sure this is allowed.

I have gone through the items that you sent but I did not see an attachment for item #6 (bid documents, etc) so if you could send that when you get a chance. Also, we haven't received a response from the City Attorney and last week I left a message for her and have yet to hear back. I was wondering if you are aware of any reason she has not sent her attorney letter for the audit yet. I will call her office again tomorrow to see if I can get a hold of her but wanted to check with you first. I think that is the last thing we are waiting for before we can issue the report.

Thanks!

Ashley Moser
Senior Auditor
Office of Auditor of State
515-239-1630

This email message and its attachments may contain confidential information that is exempt from disclosure under Iowa Code chapters 22, 139A, and other applicable law. Confidential information is for the sole use of the intended recipient. If you believe that you have received this transmission in error, please reply to the sender, and then delete all copies of this message and any attachments. If you are not the intended recipient, you are hereby notified that any review, use, retention, dissemination, distribution, or copying of this message may be prohibited by law.

The Auditor of State website is <http://auditor.iowa.gov/>.

>>> "Kerin Wright" <kwright@midiowa.net> 12/6/2017 12:40 PM >>>
Hi Ashley-

Hopefully I have the things you were asking for...

- 1) This project has not been put out for bid yet. The resolution was approving an agreement with IDOT to use our funds for the project. We anticipate it to be bid hopefully in the next couple months.
- 2) Attached are the resolutions you were looking for.
- 3) Attached is Story County Extensions bill that was incorrect. Hence – the balance adjustment.
- 4) As for the over budget comment – I sent that back with Ernie when he sent me the draft copy. Then for the non-report comment on the Employee Benefit disbursements. You are saying I am to put the Road

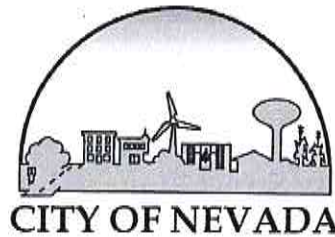
City Name
NEVADA

City Street Financial Report

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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$64,831.05
August	\$102,787.19
September	\$98,626.32
October	\$60,933.57
November	\$76,216.62
December	\$77,164.01
January	\$74,170.95
February	\$73,503.27
March	\$59,868.70
April	\$36,997.70
May	\$81,954.82
June	\$71,150.34
Totals	\$878,204.54



STATE OF IOWA
19th Amendment Centennial Commemoration
PROCLAMATION

WHEREAS, in 1848 people gathered together in Seneca Falls, New York and cited the unfairness of depriving women of the right to vote; and

WHEREAS, the fight for women's suffrage, from the first women's rights convention to enfranchisement, lasted more than 72 years, with women from all walks of life, political views, and demographic backgrounds asking for the right to voice their opinions at the polls; and

WHEREAS, Iowa women by the thousands advocated for the right to vote and suffragists nationwide turned to public education and persuasion. They held conferences; campaigned; lobbied; marched; pleaded; petitioned; and suffered public disdain, violent opposition, and prison; and

WHEREAS, suffragists pushed for a single constitutional amendment, granting female suffrage on the federal level, dubbed the Susan B. Anthony Amendment; and

WHEREAS, Carrie Chapman Catt led the national movement, meeting with President Woodrow Wilson to secure his support for suffrage in light of women's contributions during World War I; and

WHEREAS, it took male allies to support women in their endeavor to vote, for it was sons, husbands, and fathers who ultimately heard the calls of women and the House of Representatives took a historic vote on May 21, 1919 followed by the Senate on June 4, 1919, and three-fourths of the states needed to ratify the 19th Amendment; and

WHEREAS, Iowa was the 10th state to ratify the 19th Amendment on July 2, 1919 and Tennessee was the 36th state to ratify the 19th Amendment, making it the law of the land on August 26, 1920 whereby millions of women were enfranchised; and

WHEREAS, the introduction, passage and ultimate ratification of the 19th Amendment were the culmination of decades of work and struggle by advocates for the rights of women across the United States; and

WHEREAS, the ratification of the 19th Amendment ensured women could more fully participate in our democracy and fundamentally changed the role of women in the civic life of our Nation; and

WHEREAS, most of the women who began asking for the right to vote never lived to see the enfranchisement of women; and

WHEREAS, the daughters, granddaughters, and great granddaughters of the women who fought so hard to vote have been making their voices heard at the polls for nearly 100 years; and

WHEREAS, women are running for office in unprecedented numbers, many current politicians, both male and female, remember that they follow in the footsteps of these great suffragists; and

WHEREAS, the centennial anniversary of the ratification of the 19th Amendment represents a historical milestone to be lauded and celebrated:

NOW, THEREFORE, BE IT RESOLVED, the City of Nevada, Iowa:

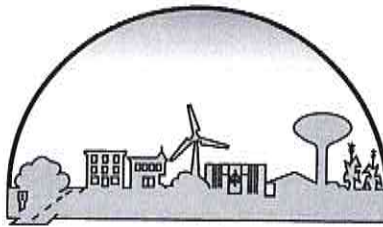
- 1) commemorates the 100th anniversary of the passage and ratification of the 19th Amendment, providing for women's suffrage, to the Constitution of the United States;
- 2) honors the role of the ratification of the 19th Amendment in further promoting the core values of our democracy as promised by the Constitution of the United States;
- 3) reaffirms the opportunity for people in the United States to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; and
- 4) reaffirms the desire of Iowa's citizens to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19th Amendment.

Therefore, the City of Nevada, Iowa, celebrates this important milestone by proclaiming the calendar year 2020 to be the:

19th Amendment Centennial Commemoration.

In Witness Whereof, I have hereunto subscribed my name and caused the Seal of the City of Nevada, Iowa, to be affixed at Nevada this twenty-third day of September in the year of our Lord, two thousand nineteen.

Brett Barker, Mayor



CITY OF NEVADA

PROCLAMATION

WHEREAS, The City of Nevada recognizes the importance of manufacturing to our local, state, and global economy; and

WHEREAS, advanced manufacturing is the number one business sector in Iowa, representing more than 17.8% of the state's GDP, as evidenced by the more than 6,000 manufacturers employing over 213,000 Iowans, or 14% of the state's total workforce, and;

WHEREAS, Nevada manufacturers pay a significant amount of property tax and user fees, provide outstanding employment opportunities with both high wages and great benefits, and generate exceptional annual earnings, allowing them to be an economic development driver in the community; and

WHEREAS, the manufacturing industry employs over 4,688 individuals throughout Story County, with average annual earnings of \$62,557, thereby positively contributing to the prosperity throughout the community; and

WHEREAS, The City of Nevada routinely sees the positive contributions of our local manufacturers and appreciates and thanks them for their continued commitment to the communities and clientele they serve; and

NOW, THEREFORE, I, Brett Barker, Mayor, do hereby proclaim

OCTOBER 4, 2019

as

MANUFACTURING DAY

In Nevada, Iowa, and I urge all residents to join us in recognizing the critical role manufacturing plays in our local, state, and global economy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Nevada, Iowa to be affixed this 23rd day of September, 2019.

Brett Barker, Mayor

(seal)

COUNCIL ACTION FORM

AGENDA ITEM: SCORE Fieldhouse RFP – Architectural Services

HISTORY:

As parks and recreation programs continue to grow, it has been determined that having prioritized space to house recreational activities is a need for the community of Nevada. Currently our indoor sports programs are housed in school gymnasiums. While we continue to have a wonderful working relationship with the school and act as a main user of their gym facilities, with each passing year, their needs continue to grow as well. With additional and prioritized space, we can expand our current programming, offer additional programs, and increase services for all citizens of Nevada. This need has been identified at various goal setting sessions completed by the Nevada City Council, Park Board and Vision 2020.

The purpose of this building would be to act as a program-based facility, with affordable and functional space/amenities that will serve Nevada and its citizens for many years to come. Programs that could be expanded include: the Central Iowa Recreation League (youth volleyball, football, basketball, baseball and softball), the addition of various adult programs (basketball, volleyball, pickle ball), senior programs, early childhood programs, recreational walking and jogging, youth sports clinics and skill development, along with various other activities and opportunities for open recreation.

Identified as a needed and worthy project, The City of Nevada sent out Requests for Proposals (RFP's) for Architectural Services for the construction of a pre-engineered steel building to be used as a Fieldhouse/Park & Rec Offices at SCORE. The scope of the facility is to be a multipurpose sports and activity venue for youth and adult recreational activities. The building would consist of administrative space, lobby space, and fieldhouse. 11 RFP's were received by Monday, September 16.

Staff has thoroughly reviewed all 11 proposals and has looked at services provided, cost considerations, and comparable work completed. The attached Field House RFP Responses – 9/16/19 summarizes the proposals.

With the above consideration to these 11 proposals and with the intent to move forward with the project, the following options are proposed for consideration.

OPTIONS:

1. Contract RMH Architects (Ames, Iowa) to provide architectural services for the proposed Field House @ a cost of \$233,600 plus reimbursables.
2. Select another architecture firm to provide services.
3. Reject all responses and send out new RFP's at a later time.

STAFF RECOMMENDATION:

In consideration of the responses received and staff recommendation, the Park Board has unanimously voted to recommend Option 1. If you have any questions, please feel free to contact me at 382-4352 (office) or by email at thansen@cityofnevadaiaowa.org

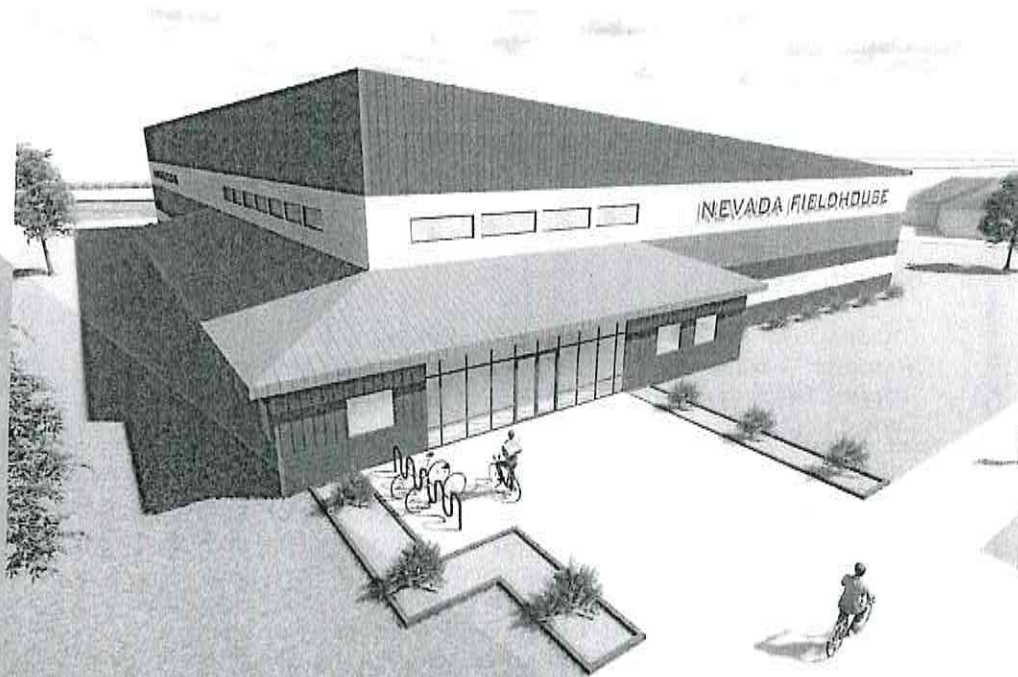
Therefore, it is the recommendation of the City Administrator that Council approves Option #1, approve the Contract with RMH Architects for the proposed Field House at a cost of \$233,600 plus reimbursables.

Field House RFP Responses - 9/16/19

Company	Address	Contact	Phone	Percentage	Cost	Notes
RMH Architects	Ames, IA	Jeff Harris	515-292-6075	4.18%	\$233,600	Cost covers full RMH services for a \$5-\$7 million project
Invision	Des Moines, IA	Kerry Wieg	515-657-4726	6.25%	\$312,500 - \$437,500 (\$375,000) Projected @ \$350,000	
SVPA Architects	West Des Moines, IA	Thad Long	515-327-5990	6%	Projected @ \$390,000	
FRK Architects/Eng.	West Des Moines, IA	Rachelle Hines	515-233-5100	6%	\$300,000 - \$420,000 (\$360,000)	
Ethos Design Group	Polk City, IA	Tim Olson	515-984-3077	N/A	\$298,000 - \$391,000 (\$344,500)	
TSP	Sioux Falls, SD	Sean Ervin	605-336-1160	5.25 - 6.5%	\$300,000 - \$420,000 (\$360,000)	
FEH	Dubuque, IA	Kevin Eipperle	563-583-4900	6.50%	\$325,000 - \$440,000 (\$382,500) Projected @ \$436,889	
Martin Gardner Arch	Marion, IA	Kyle Martin	310-377-7604	7-7.8%	\$390,000 - \$420,000 (\$405,000)	
Shive Hattery	West Des Moines, IA	Johnny Boyd	515-223-8104	6.4-6.5%	\$325,000 - \$450,000 (\$387,500)	No Construction Admin.
ISG	Des Moines, IA	Derek Johnson	515-243-9143	5-5.5% - Abb. 6-6.5% - Det.	\$262,000 - \$367,000 (\$315,000) \$312,500 - \$437,500 (\$375,000)	No Construction Admin. No Construction Admin.
Farnsworth Group	Waukee, IA	Kristofer Orth	515-225-3469	6.6-6.7%	\$335,000 - \$462,000 (\$398,000)	Extra \$12,000 in reimbursables No Construction Admin.

Comments:

Most firms used a percentage range for cost. When that was done, the percentage range was averaged and then applied to the cost range for the project. Some firms do not include Construction Administration. If not, I noted that. All others include it as part of their services. All firms have some reimbursables that will be additional costs (i.e. printing, postage, bid docs, etc.).



City of Nevada Request for Proposal Architectural Services

Fieldhouse Project
SCORE Park
Nevada, Iowa

September 16, 2019

September 16, 2019

Matt Mardesen
City Administrator
209 6th Street
Nevada, Iowa 50201

Re: SCORE Fieldhouse
Request for Proposal

Dear Mr. Mardesen,

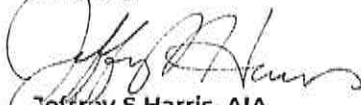
Thank you for the opportunity to provide you with the attached Proposal. We are very interested in your Fieldhouse project and appreciate being able to provide you with information regarding our firm.

We are certain that the broad base of project experience we have gained during our firm's 30-year history can help to insure a successful project for the City of Nevada. Our work has included both new construction and remodeling projects for a number of recreational facilities in central Iowa, including Ames Fitness Center's new south Ames facility, Fitness World North in Ankeny and several other city parks and recreation facilities in central Iowa. Jeff Harris will function as the managing principal and can be contacted by phone at (515) 292-6075 or by email at jharris@rmharchitects.com

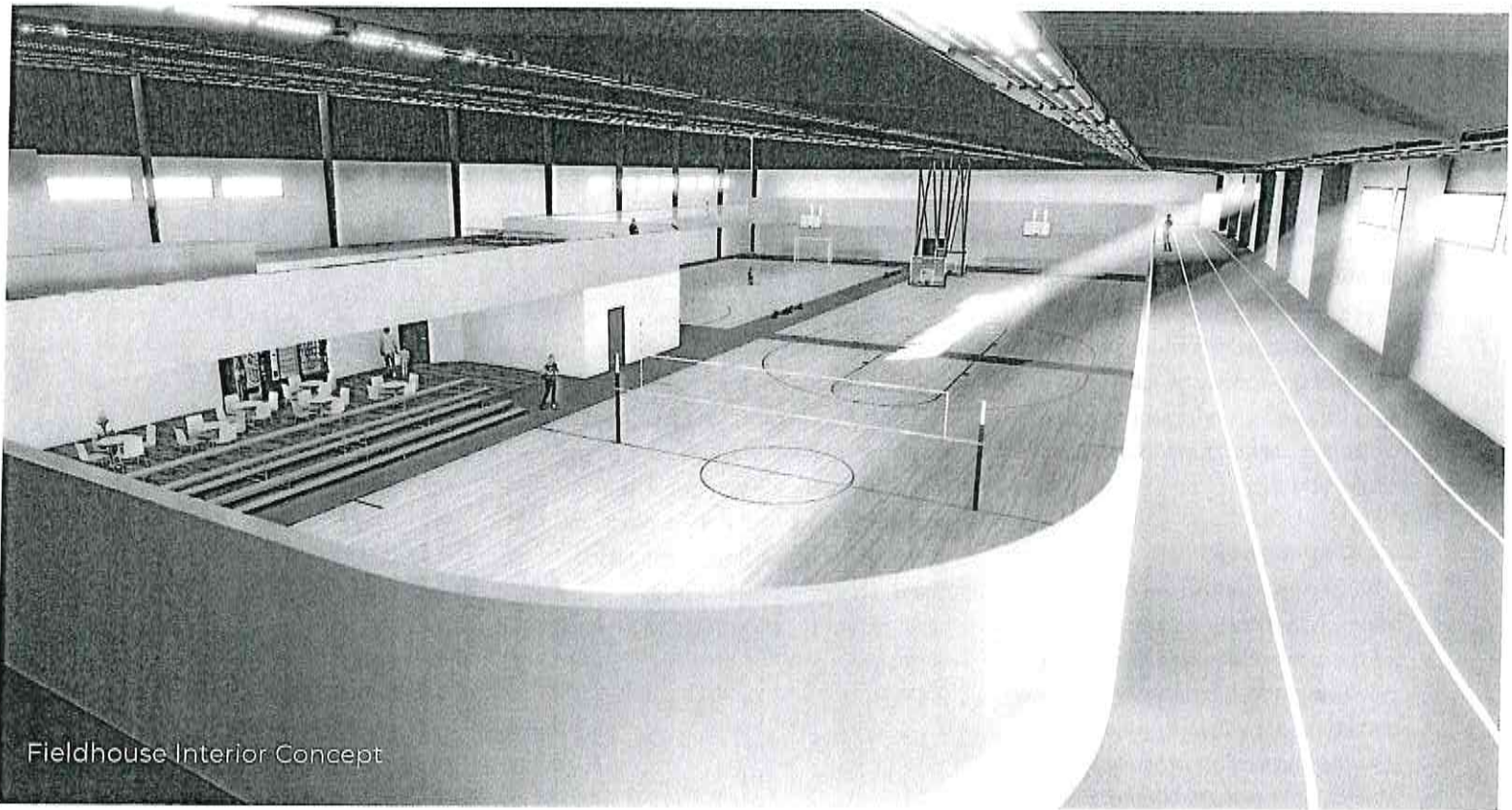
Be assured that this project will take an important role in our office. As a small firm, we can provide you with prompt responses to your needs throughout the project and a consistent project team from schematic design through final completion.

We are truly excited about the possibility of working with you on this project. Thank you for the opportunity to provide the enclosed information. We look forward to discussing this project and our qualifications with you further. If you have any questions, please feel free to call.

Sincerely,



Jeffrey S Harris, AIA
Principal



Fieldhouse Interior Concept

PROJECT UNDERSTANDING

Our team understands the project to be a full service design project incorporating site planning, building design, competitive bidding, and construction administration services. We anticipate studying a number of site and building options for review of pros and cons with City of Nevada personnel. Upon selection of a schematic alternative our team will prepare design development and construction documents for bidding incorporating full architectural, structural, civil and mechanical/electrical plans.

PROJECT GOALS

We understand the goals of a new fieldhouse to provide a multipurpose sports and activity facility for youth and adults. The facility will house three multi-purpose courts for basketball, volleyball and other team sports. Amenities will include drop-down dividers and batting/pitching cages along with a running track and possible turf area. Support spaces will include a lobby with multipurpose space and indoor playground as well as changing and locker rooms and storage for equipment. The fieldhouse will also serve as the Parks and Recreation administrative offices for Nevada, replacing the current location at Gates Hall.

PROJECT CONSTRAINTS

As with any project we understand the constraints of a tight project budget and timeline. Given the high visibility of a major public project such as this in a small community we realize the importance of public input and responsibility of the team members to deliver a successful project that meets the needs of all user groups. Our experience has focused on bringing together multiple user groups to achieve a common goal.

OUR APPROACH

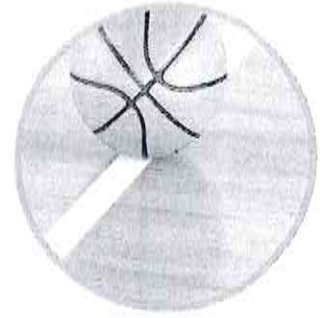
The design method we embrace is a carefully balanced consideration of the project site and its context, the functional requirements of the facility and the client's resources. During the design process, we thoroughly analyze each project to ensure all opportunities are explored for solutions that optimize the goals, objectives and budgets of our clients. Our management approach welcomes clients to actively participate in the design process, and our technical expertise is aimed at assuring each of our client's objectives are met regardless of size and scope of the project.

BUDGET CONTROL

Communication is our best and most utilized tool for accuracy. Clear presentation of your expectations and constant communication with you regarding our understanding of your project requirements is essential.

Through constant internal and consultant review and coordination we will be aware of the cost implications of proposed alternatives during the design process. We intend it to be the responsibility of our team to propose economical solutions, which meet your needs.

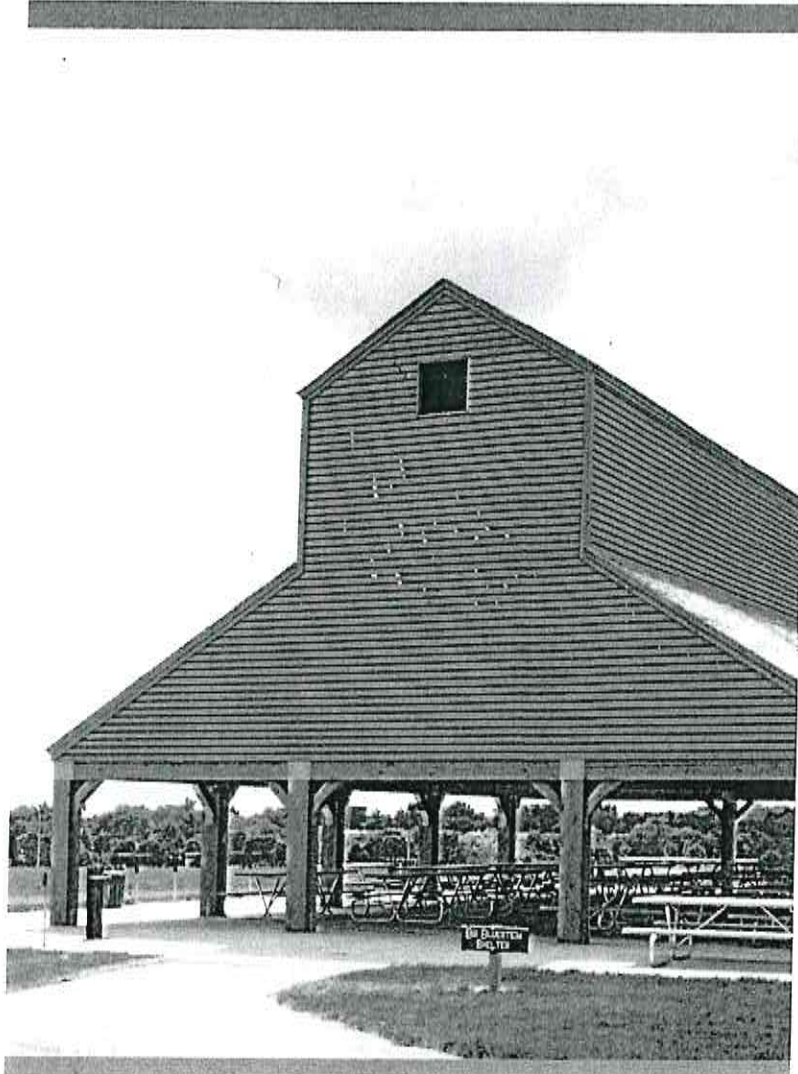
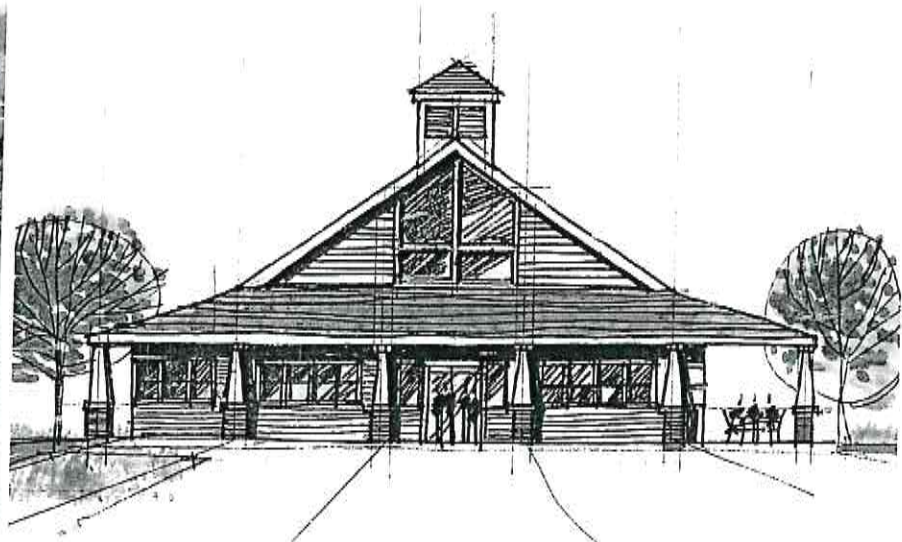
We would utilize the services of Stecker-Harmsen, Inc., a local cost consultant, throughout all phases of design. We have worked with them for many years to help ourselves and our clients maintain project budgets. The methodology they use is a comprehensive material and labor quantity take-off for all phases of design.



QUALITY ASSURANCE

Our quality control methods focus on communication and coordination. Regular project team meetings would be scheduled to address issues appropriate to the current stage of the design process. Frequent check sets would be distributed between team members to facilitate this coordination process.

Our commitment to the consistency of the project team will contribute to a higher quality project. In addition, we have worked on numerous projects with our selected consultants and over the years have developed an understanding of how each other works. This understanding allows us to anticipate each other's questions and potential coordination issues, as well as have a respect for how we approach design.



The design method we embrace is a carefully balanced consideration of the project site and its context, the functional requirements of the facility and the client's resources.

SCOPE OF SERVICES

RMH Architects and our consultants are poised to begin work on a project of this scope immediately. We are prepared to respond to your schedule with adequate manpower and resources.

SCHEMATIC DESIGN

SD Phase

First phase in the design of a project where a design team prepares schematic diagrams giving a general view of the components and the scale of the project after detailed discussions with the client.

Specific tasks:

1. Meet with City of Nevada (CON) staff to discuss basic building space program and goals
2. Prepare preliminary building space program and review/confirm with CON staff
3. Develop schematic design options for review with CON staff
4. Revise schematic design as discussed
5. Meet with CON staff as necessary to evaluate revised schematic designs and determine appropriate direction
6. Update schematic design as required based on CON review comments
7. Meet with CON staff to evaluate revised schematic design

DESIGN DEVELOPMENT

DD Phase

Transitional phase of project in which the design moves from the schematic phase to the contract document phase. The team prepares drawings and other presentation documents to crystallize the design concept and describe it in terms of architectural, MEP, and structural systems.

Specific tasks:

1. Develop and refine schematic design solution
2. Review building system requirements, construction scheduling and other project concerns
3. Work with structural consultant to prepare documents for evaluation
4. Coordinate with mechanical, plumbing, electrical and other special systems consultants
5. Provide documents to identify proposed architectural and structural systems and how they coordinate with mechanical, electrical and special systems

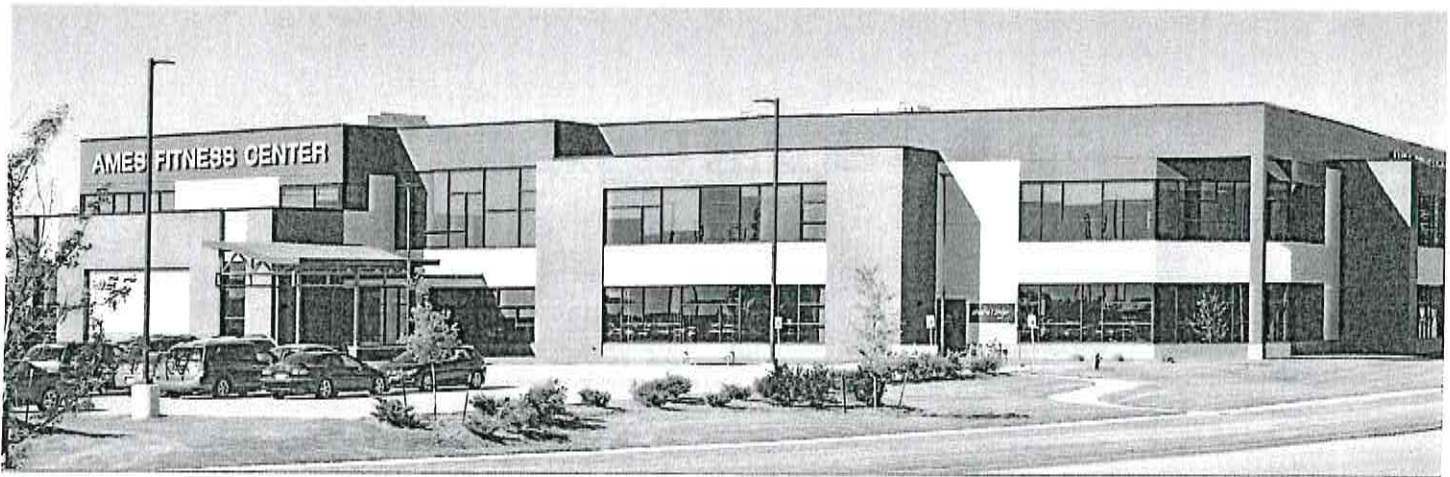
CONSTRUCTION DOCUMENTS

CD Phase

Third stage of services provided by design team in which they prepare working drawings, specifications, and bidding documents.

Specific tasks:

1. Prepare the following documents for construction pricing:
2. Certified architectural and structural drawings
3. Certified mechanical and electrical drawings
4. Certified project manuals which include technical specifications
5. Drawings required for application to City of Nevada for site plan review and approval including civil engineering plans
6. Meet with CON staff to review construction documents prior to issue for pricing

**BIDDING*****Bidding Phase***

Period of time up to the bid date that is available to a prospective bidder to prepare and lodge a bid.

Specific tasks:

1. Distribute construction documents to Bidders
2. Conduct Pre-Bid meeting to review project with CON staff and Bidders
3. Review contractor inquiries regarding documents and issue addenda as appropriate
4. Meet with CON staff to receive, review and evaluate bids

CONSTRUCTION***Construction***

Specific period, stipulated in a contract during which the contractor must complete construction, subject to the conditions of the contract.

Specific tasks:

1. Conduct Pre-Construction meeting to review project with CON staff and selected General Contractor and their personnel
2. Review contractor submittals, shop drawings and schedules
3. Process project change orders, requests for information, proposal requests and other documents
4. Attend construction progress meetings and observe project progress for general conformance to construction documents
5. Review and process contractor Applications for Payment
6. Conduct project walk-through at contractor notice of Substantial Completion and prepare Punch List of outstanding items to be resolved
7. Conduct project walk-through to review completion of Punch List items

COMPLETION***Post-Construction***

Stage at which a construction project is sufficiently complete in accordance with a contract for the owner to occupy and/or utilize it for its intended use, without undue interference.

Specific tasks:

1. Review contractor record documents and Operation and Maintenance manuals and turn over to CON staff
2. Review final application for payment and release of retainage
3. Conduct 11 month review and verify warranty issues

RMH ARCHITECTS

CONTACT: Jeff Harris, Principal

EMAIL: jharris@rmharchitects.com
PHONE: 515.292.6073

LOCATION: 1615 Golden Aspen Dr.
 Suite 110
 Ames, IA 50010

TAX ID #: 42-1517745
LICENSE #: #3594 in 1995
BUSINESS STRUCTURE: Corporation

Roseland Architects was formed in 1987 by Richard Roseland as a sole proprietorship. Kurt Mackey joined the firm in 1989 as a project architect. Jeff Harris was hired as an additional project architect in 1990. A professional corporation was formed and the firm's name was changed to Roseland, Mackey, Harris Architects in April of 2001, with Richard Roseland, Kurt Mackey and Jeff Harris as principals of the firm. Richard Roseland retired on December 31st, 2003. Current staffing includes four registered architects, one interior designer, one professional intern and an administrative assistant. The firm has been in continuous operation in the Ames community for over 30 years working on multiple project types including medical, recreation, residential, commercial, institutional, and industrial facilities.

YEAR FIRM WAS ESTABLISHED: 1987

YEARS IN BUSINESS UNDER PRESENT NAME: 18

PREVIOUS CORPORATE NAMES AND TIME PERIOD: Roseland Architects 1987-2001

PERSONNEL

REGISTERED ARCHITECTS: 4
INTERN ARCHITECTS: 1
LICENSED INTERIOR DESIGNERS: 1
CLERICAL: 1

AVERAGE ANNUAL VOLUME OF WORK COMPLETED FOR THE PAST 5 YEARS:
 Gross Annual Billings: \$1,017,000Est.
 Construction Value: \$18,000,000

PUBLIC CONSTRUCTION PERCENTAGE OF TOTAL VOLUME OVER THE PAST 5 YEARS:
 Estimated: 5% - 10%



Kurt Mackey
 Managing Principal



Shelly Meinhard
 Interior Designer



Jeff Harris
 Managing Principal



Chris McIntosh
 Project Architect



Michael Garcia
 Intern Architect



Nick Hutcheon
 Project Architect



Jody Campbell
 Office Manager

OUR QUALIFICATION AND EXPERIENCE ON SIMILAR PROJECTS

RMH Architects has completed numerous recreation projects for local facilities including feasibility studies, new building construction and remodeling of existing facilities. Most recently our work includes the new south facility for Ames Fitness Center located in the ISU Research Park. We have also recently completed a new facility for Fitness World in Ankeny and are currently working on an addition for that facility. Our work includes a feasibility study and conceptual clubhouse for Honey Creek Golf Course in Boone. New construction projects include the clubhouse, pavilion and maintenance facility for Coldwater Golf Links in Ames. Besides these projects we have worked on numerous projects for local communities in central Iowa. In Ames we completed the Moore Memorial Park shelter house and restroom facility as well as the Water and Wastewater Technical Services Facility. In Huxley we completed the Berhow Park shelter and Huxley Access Point shelter. For Polk City we completed a restroom facility at their Sports Park and most recently a Police Station remodeling and City Hall Master Plan. We are currently working on three separate projects for Story County including expansion and remodeling of the county attorney offices, remodeling of the county animal shelter, and an HVAC upgrade project at the Justice Center. Current projects also include a remodeling of the Public Works

Maintenance Building for the City of Boone.

As demonstrated we have a long history of successful projects for local municipalities. We understand the complexities of working with public dollars and the responsibility to provide economical long term solutions that serve the public good.

Besides our public work RMH has completed countless projects in Ames and the surrounding communities over the last 30 years. We have a strong reputation in the community and are respected by local contractors for accurate and complete project documentation.

Several of our employees live in Nevada and we would welcome the opportunity to help shape the recreational facilities of our community

PROJECT MANAGEMENT CONTINUITY

As we do for every project, a Project Team will be established from the beginning and will remain intact for the duration of the work to provide City of Nevada personnel consistent communication channels and thorough project coordination. We also understand that project timelines are affected by decisions of all parties and feel it is our role to facilitate this process to meet project milestones and achieve your desired results.

All projects share common broad planning concepts with unique,

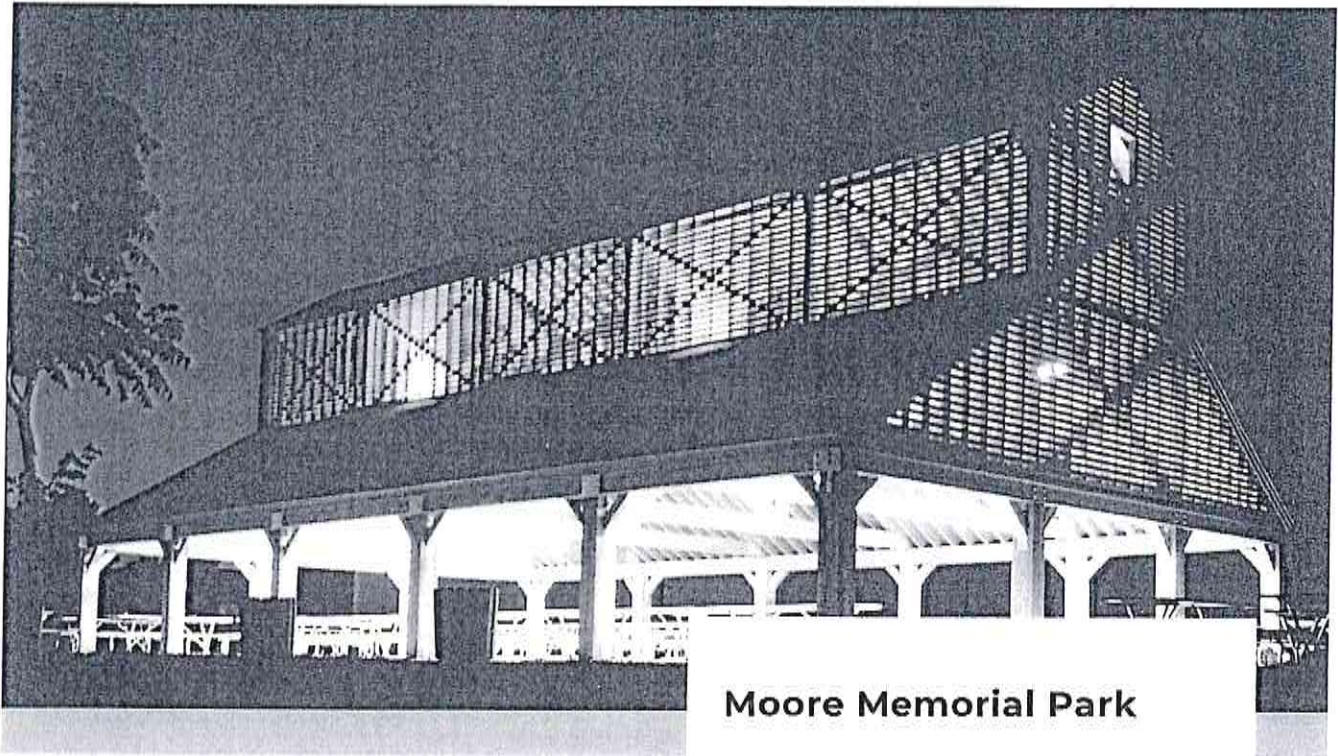
specific requirements that shape appropriate solutions. We consider our client's personnel to be indispensable members of the project team. Since every organization is unique in how they wish to process requests and input from their staff, our approach would be flexible and respond to the City of Nevada needs. As with our personnel, it is best if your committee members remain consistent throughout the project.

DESIGN SOFTWARE

RMH Architects and our chosen consultants utilize the latest in design software to assist our clients in understanding and visualizing their project.

Schematic design services are normally provided in the latest AutoCAD software for two-dimensional representations and Sketch-up for three-dimensional visualization. This software allows quick and easily understandable documents for the multitude of changes that occur during schematic design. With this software we can respond quickly to your requests for modifications to preliminary plans and concepts.

Design Development and Construction Documents will be prepared in REVIT Building Information Modeling software. A single REVIT model is created and utilized by all sub-consultants to develop their individual construction elements and systems.



RELEVANT PROJECT EXPERIENCE

Iowa DNR Resource Enhancement and Protection (REAP) grant funding provided the start for this complex at a new prairie park in Ames. The initial plan called for a shelter house and restrooms. A system of accessible trails, signage and lighting were also added.

The centerpiece of the development is the 2,600 square foot shelter house which is large enough to accommodate 200 people. Originally conceived of as a simple open pavillion, additional study and development led to the current agrarian influenced shelter. Corn crib siding was utilized in the all cedar structure to provide air circulation and to create a nighttime lantern on the high point on which it was situated.

A 400 square foot cedar sided wood frame restroom building sits to the northwest of the shelter house.

RMH was honored to be awarded design awards from AIA Iowa as well as the National Red Cedar Association for the design of this project.

Moore Memorial Park

LOCATION: Ames, Iowa

COMPLETION DATE: September 1991

SQUARE FOOTAGE: Approx. 2,600 SQ FT

MAIN PROJECT ELEMENTS: Shelter House and Restroom Facility

TOTAL DEVELOPMENT BUDGET:
\$300,000

SHELTER/RESTROOM BID AMOUNT:
\$218,931

PROJECT TIMELINE: Completed on
Schedule

CONTACT: City of Ames Parks and Recreation
Nancy Carroll, Director

KEY INDIVIDUALS INVOLVED & ROLES:
Jeff Harris, Project Manager

Let us put our three decades of experience with multiple project types to work for you.

OUR DESIGN TEAM

Our technical expertise is aimed at assuring each of our client's objectives are met regardless of size and scope of the project."



FEE BREAKDOWN

ARCHITECTURAL & INTERIOR DESIGN SERVICES

• Design Services	\$113,000
• Bidding and Construction Administration Services	\$37,000
• Sub-Total	\$150,000

CIVIL ENGINEERING SERVICES

• Design Services	\$2,500
• Bidding and Construction Administration Services	\$500
• Sub-Total	\$3,000

STRUCTURAL ENGINEERING SERVICES

• Design Services	\$19,000
• Bidding and Construction Administration Services	\$6,000
• Sub-Total	\$25,000

MECHANICAL/ELECTRICAL/TECHNOLOGY ENGINEERING SERVICES

• Design Services	\$30,350
• Bidding and Construction Administration Services	\$20,250
• Sub-Total	\$50,600

Cost Estimating Services	\$5,000
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Total Design and Construction Administration Services	\$233,600
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ADDITIONAL FEE INFORMATION

We have based our proposed fee on an assumed construction budget of approximately 5.5 million dollars utilizing a 4.18% fee.

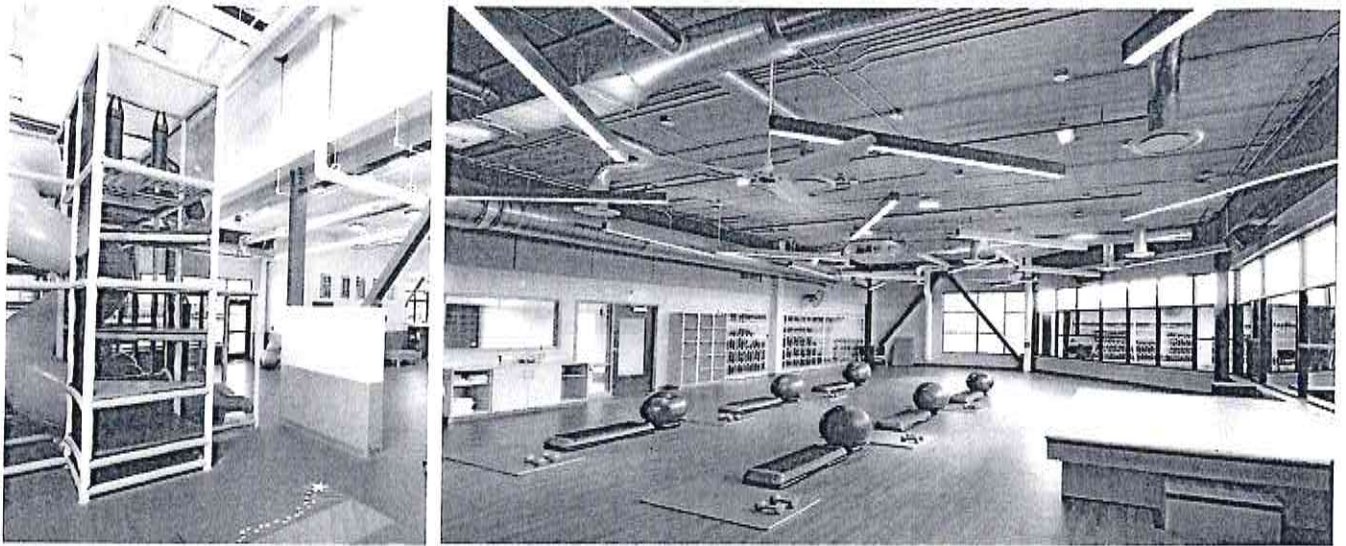
While our team does not anticipate any additional services will be required we would propose to evaluate significant scope changes and negotiate any additional fees with the City of Nevada on an hourly basis.

Reimbursable expenses would consist only of large format document printing, plan review fees, and postage/shipping costs for document distribution.

RMH and our chosen consultants do **not** charge reimbursable expenses for trip or mileage fees or additional fees for design or construction meetings in addition to what we anticipated in our initial fee proposal.

REFERENCES

- | | |
|--------------|--|
| Tom Durkin | Ames Fitness Center
Manager
(515) 290-2900
tomd@amesracfit.com |
| Joby Brogden | Story County
Director of Facilities
(515) 382-7401
jbrogden@storycountyiowa.gov |
| Ron Frantzen | McFarland Clinic
Executive Director of Facility Management
(515) 239-4455
rfrantzen@mcfarlandclinic.com |





1615 Golden Aspen Drive, Suite 110
Ames, Iowa 50010

Phone: 515 292 6075
Fax: 515 292 6370



Jeff Harris

Managing Principal

Title: Principal

Years of Experience: 28

Education: Bachelor of Architecture Iowa State University

Location: Ames, Iowa

Phone: 515.292.6075

Email: jharris@rmharchitects.com

Originally from Burlington Iowa, Mr. Harris attended Iowa State University where he earned his Bachelor of Architecture degree in 1990. He began working at Roseland Architects in Ames as an intern architect that same year. Following the traditional internship and subsequent licensure he assumed the role of project architect with the firm in 1995. In early 2001 a professional corporation was formed with Mr. Harris as one of three principals in the new firm.

Daily work includes oversight of business related needs of the firm and project related responsibilities. Mr. Harris is involved with every phase of project development from initial programming and site selection to construction administration and project close-out. The firm is structured in a manner that allows daily interaction and involvement in all activities related to a project.

Mr. Harris has served on the Nevada Community School District Facilities Task Force, as a Trustee and Building Committee member for his local church, and for seven years on the Nevada Planning and Zoning Commission. He currently serves on the Board of Directors for the Volunteer Center of Story County.



Michael Garcia

Intern Architect

Title: Intern Architect

Years of Experience: 7

Education: Masters of Architecture Iowa State University

Location: Ames, Iowa

Phone: 515.292.6075

Email: mgarcia@rmharchitects.com

A central Iowa native, Michael has held positions for the last 15 years that have allowed him to participate in the design and construction of many different project types. In pursuit of a more design oriented career, Mr. Garcia came to Roseland Mackey Harris from Iowa State University where he was a Capital Project Manager for Facilities Planning and Management. Michael assists in every phase of project development from programming to construction administration and project close out. He has fulfilled hours required for licensure and will be taking the licensing tests in the near future.



Chris McIntosh

Project Architect

Title: Project Architect

Years of Experience: 4

Education: Bachelor of Architecture Iowa State University

Location: Ames, Iowa

Phone: 515.292.6075

Email: cmcintosh@rmharchitects.com

Chris joined the RMH Architects team in 2018 with a background in construction as well as design, and he enjoys planning projects that surpass expectations while honoring the process and craft of construction. Chris became passionate about buildings after being involved in the family construction business and has worked as a carpenter for several years in Ames and the surrounding communities. His interest in creative solutions led him to study design at Iowa State University, which stoked an enthusiasm for building science and preservation that has informed his approach to problem-solving and client service as a designer.

Chris began his professional career in Philadelphia, Pennsylvania managing institutional and hospitality projects for a custom millwork contractor, which required detailed knowledge of interior finishes and casework assemblies. He later applied this experience while working in New Jersey for architecture firms specializing in commercial design-build and single-family residential projects and earned his architect license in 2017. Chris has been an active member of the American Institute of Architects (AIA), serving as Section Director of West Jersey in the AIA-NJ Emerging Professionals Community (EPiC) and his volunteer work includes four years as maintenance consultant for Hopeworks 'N' Camden.



Shelly Meinhard

Interior Designer

Title: Interior Designer

Years of Experience: 22

Education: Bachelor of Interior Design University of Northern Iowa

Location: Cedar Falls, Iowa

Phone: 515.292.6075

Email: smeinhard@rmharchitects.com

Shelly works with our clients to select interior finishes for their projects, including mainly flooring, wallcoverings, wood, countertop and cabinet materials. She also specifies furnishings and assembles furniture proposal requests to assist our clients in receiving competitive bids. A great deal of Shelly's time is spent working with the architects and our clients on space planning and construction documents. She uses her many years of experience at RMH Architects to work with repeat clients to ensure successful future projects based on work done in the past.

FOX ENGINEERING

Civil Engineering Consultant

Aspen Business Park
 414 South 17th Street, Suite 107
 Ames, Iowa 50010
 Toll Free: 800.433.3469
 Phone: 515.233.0000
 Fax: 515.233.0103
 Website: www.foxeng.com



FOX Engineering Associates, Inc. is a civil/environmental engineering firm serving municipal clients throughout Iowa and neighboring states and industrial clients throughout the U.S. The company has a single office that is centrally located in Ames, Iowa. The foundation for the engineering services provided by FOX extends back 50 years. The predecessor company was founded as a small civil engineering and land-surveying company in central Iowa in 1959. In 1993, growth and re-direction of the environmental division of that company led to the creation of FOX Engineering. Today, the capabilities of the company are greatly expanded as engineers and technical staff have been added to meet the changing needs of our clients.

FOX staff includes engineers, technicians, surveyors, field technicians, CADD technicians and support staff. Professional staff includes 20 Professional Engineers, 3 Engineering Interns, and 15 Technicians. Professionals in the firm have credentials and expertise in sanitary engineering, environmental engineering, floodplain management, civil engineering, agricultural engineering, construction engineering, accounting, and public administration.

Services Offered:

Environmental Engineering
 Civil Engineering
 Municipal Engineering
 Site Development
 Land Survey

Number of Staff:

Professional Engineers (P.E.)	20
Engineer Interns (E.I. cert.)	3
Certified Public Accountant	1
Other Professional Staff	3
CADD/Revit Technicians	4
Information Technology	2
Engineering Technicians	5
Office Staff	2
Survey Staff	6
Part-Time/Interns	3



Scott Renaud, P.E.

Senior Project Manager



Mr. Renaud has 32 years of experience including serving as a municipal engineer, working with sanitary landfills, residential, commercial, and industrial site development, drainage district studies and improvements, and rail-to-trail work. Mr. Renaud's projects include comprehensive planning, annexation, rezoning, planned residential developments, site design, and construction management for a variety of institutional, commercial, industrial, and residential development clients.

2003 to Present

Group Leader for Site Group, manage all work related to site development and survey crews and project observers

2000 to 2003

Group Leader for Site & Municipal Group, managed all work related to site development, municipal engineering, and construction services

1993 to Present

Project Manager, management and design of site development, drainage projects, municipal engineering; manage survey crews and project observers

1986 to 1993

Project Engineer for projects related to sanitary landfills, industrial and commercial site development, and urban and rural drainage

Education

Iowa State University
B.S. Agricultural Engineering, 1986

Licensed Professional Engineer

Iowa - 12109
Minnesota - 41747

Affiliations

Iowa Engineering Society
National Society of Professional Engineers

Community Involvement

Huxley Economic Development Commission, 1999
to present

Fields of Special Competence

Residential, Commercial and Industrial Site
Planning and Development, Stormwater
Management, Urban and Rural Drainage, Dam
Design and Rehabilitation

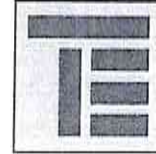
Experience

East Annexation Study, Ames, Iowa
ISU Research Park Phase III, Ames, Iowa
Sunrise Prairie Industrial Park, Ames, Iowa
Aspen Business Park, Ames, Iowa
South Gateway Comm Development, Ames, Iowa
ISU Research Park Phase II, Ames, Iowa
Ames Community Industrial Park, Ames, Iowa
Coldwater Golf Course, Ames, Iowa
Ringgenberg Park Subdivision, Ames, Iowa

Tometich Engineering, Inc.

Consulting Structural Engineers

10501 Buena Vista Court
Urbandale, IA 50322
515.280.8022
www.tometichengineering.com



FIRM PROFILE

Tometich Engineering, Inc. was established and incorporated in April of 1992 by James Tometich, P.E. and operated out of Boone, Iowa. The firm was later expanded to include an office in Urbandale, Iowa to provide better service to the Des Moines area.

In 2007, Urbandale became the consolidated home of Tometich Engineering, Inc.

SERVICES

As one of Des Moines, Iowa's leading structural engineering firms, Tometich Engineering, Inc. has the expertise that Architects, Owners, and Contractors depend on for their professional engineering needs. From commercial buildings to heavy industrial structures and everything in between, our engineers are able to provide you with a variety of services.

These services include commercial, industrial, institutional and residential design, structural engineering and drafting, structural inspection and evaluation of existing buildings and residences, structural observation and field reporting, bridge falsework design, precast concrete design, construction planning and scheduling, forensic engineering and expert witness testifying.

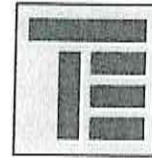
LEADERSHIP

Tometich Engineering, Inc. currently has six full-time engineers with over 50 years of combined experience managing all types of projects. Their expertise in many areas of structural engineering has allowed them to work on design projects large and small in many different construction sectors. They are dedicated to working with the client throughout all facets of the building process, from concept through completion.



Ted P Hoeger, PE

Tometich Engineering - Associate Principal



Ted joined the firm in 2007 and is now a registered Professional Engineer in multiple states. Projects include a five-story limestone load-out expansion in Alden, IA, a four-story structure to support a tubular air heater at a power plant in Marshalltown, IA, and a \$7 million historic restoration of an 1886 stone wall church in Burlington, IA.

His civil engineering degree from Iowa State University and inclusion of computer-assisted analysis and drafting have helped him to design many industrial projects all across Iowa. Ted's construction knowledge and field experience have aided him in becoming a competent and talented engineer.

EDUCATION

Iowa State university, Ames, IA
Bachelor of Science in Engineering—May 2006
Hawkeye Community College, Waterloo, IA
Associate of Science – May 2002

PROFESSIONAL REGISTRATIONS

Registered P.E., Iowa #20812
Registered P.E., Arkansas #16112 Registered P.E.,
South Dakota #12420

EMPLOYMENT

Tometich Engineering, Inc.
Urbandale, IA
March 2007 – December 2011, E.I.T.
January 2012 – present, P.E.
Focus Plus
Dublin, Ireland
June 2006 – November 2006

CONTINUING EDUCATION

ICBO Seminars in concrete, masonry, & wood
AISC Seminars on steel

PROFESSIONAL SOCIETIES

American Concrete Institute (ACI)
American Institute of Steel Construction (AISC)
Structural Engineering Institute (SEI)
American Society of Civil Engineers (ASCE)
International Council of Building Officials (ICBO)
Iowa Energy Society (IES)
Iowa Engineering Society
Urbandale Chamber of Commerce

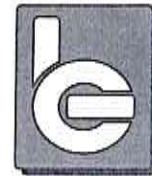
NOTABLE PROJECTS

Iowa Limestone Load-out Expansion
Alden, IA
Alliant Energy Tubular Heat Exchanger Addition
Marshalltown, IA
Cargill Coal Silo Rehabilitation
Cedar Rapids, IA
I-70 Over Kansas River Bridge Removal
Lawrence, KS
Boehringer Ingelheim Vetmedica, Inc.
Chiller Expansion & Freezer Addition
Fort Dodge, IA
First United Methodist Church Restoration
Burlington, IA
Chariton Hotel Restoration
Chariton, IA

Brewer Engineering Consultants, PLC

Mechanical/Electrical Engineers

905 Washington Avenue SE
Bondurant, IA 50035
515.957.8816
<http://www.brewer-engr.com>



FIRM PROFILE

Brewer Engineering Consultants originated in 1998 as Brewer Engineering Company, a sole proprietorship owned by Brian K. Brewer, PE. In February 2000, the company was organized in the state of Iowa as Brewer Engineering Consultants, PLC, a professional limited company.

Brewer Engineering Consultants provides mechanical and electrical design services for commercial, industrial, municipal, and residential projects, including process HVAC and piping. Brewer Engineering works with design-build as well as plan-and-spec building delivery systems. In addition to design services, Brewer Engineering also performs facility studies, cost estimating, and construction observation. States of practice include Iowa, Nebraska, Wisconsin, Arkansas, Kansas, South Dakota, Texas, and Illinois.

Since its inception, Brewer Engineering has provided design services on over 1,000 projects. Projects have included custom homes, medical and assisted care facilities, apartment and multifamily buildings, commercial office buildings, restaurants and retail spaces, industrial and manufacturing facilities, and municipal water and wastewater plants. The firm's work has also included facility studies and assistance to clients with specific mechanical or electrical problems.

Brewer Engineering provides commercial HVAC and plumbing design, analysis and design of process mechanical and plant utilities including process liquid systems, steam and condensate systems, process HVAC systems, and plant utility systems. We also offer process mechanical systems design, industrial HVAC design, mechanical project scope development for design-build contracts, ASHRAE90.1 analysis, equipment sizing and selection, HVAC load determination, retrofit feasibility studies, mechanical budget estimating and utility bill review and analysis.

SPECIALIZED PROJECT EXPERIENCE - ATHLETICS

School Gym HVAC Upgrades – Parker, SD	2019
Fitness World North – Ankeny, IA	2016
Ames Racquet and Fitness – Ames, IA	2015-2016
YMCA – Newton, IA	2016
Tama High School Gym – Tama, IA	2014-2015
The Campus Elevated Running Track – Altoona, IA	2012
SE Warren Wrestling & Gym Facility – Liberty Center, IA	2010
Albia Wrestling Facility – Albia, IA	2009-2010
ISU Basketball Indoor Practice Facility – Ames, IA	2008-2009
All Seasons Center – Sioux Center, IA	2008-2009
Cownie Park Soccer Lighting – Des Moines, IA	2006
Veenker Golf Practice Facility – Ames, IA	2003



Brian K. Brewer, PE

Brewer Engineering - Principal / President



Brian brings nearly 29 years of industry experience including nine years of design and construction experience and 20 years of mechanical and electrical consulting experience. Brian's experience includes work in many industries including municipal, educational, commercial, industrial, pharmaceutical and medical.

Commercial work includes meeting centers, auditoriums, lodging, dining, educational, office and retail spaces. Brian also has experience with many types of unique and specialized industrial and custom applications.

EDUCATION

Bachelor of Science, Iowa State University, 1991

PROFESSIONAL REGISTRATIONS

Iowa, Nebraska, Arkansas, South Dakota, Wisconsin, Kansas, Texas, Illinois

EMPLOYMENT

Brewer Engineering Consultants, PLC
Bondurant, IA, 2000-Present:
President, Senior Engineer, Project Manager
mechanical and electrical systems.

Brewer Engineering Company
Ankeny, IA, 1998-2000:
Sole proprietor, mechanical engineer
ACI Mechanical - Ames, IA, 1991-1998:
Estimator, project manager, mechanical engineer
on many different types of projects including agri-
industrial projects, commercial and industrial HVAC
projects, high pressure steam and condensate
systems, process and domestic plumbing systems,

process liquid distribution systems, compressed
air systems, pressurization systems, HVAC controls,
and many other specialized projects.

ACI Mechanical - Ames, IA, 1989-1991:
Estimator, project engineer, drafter, field test,
balance, and HVAC functional testing on a variety
of projects in the Ames and central Iowa area.

PROFESSIONAL SOCIETIES

Member American Society of Heating,
Refrigerating, and Air Conditioning Engineers
since 1998.

TEAM CONTRIBUTION

- Application and implementation of hybrid
solutions optimized for specific project
requirements
- Construction experience contributes to
"constructibility" and successful completion of a
project
- Hands on test and balance and commissioning
experience yields more stable system designs
- Holistic planning yields more integrated systems
that blend with architectural elements
- Wide area of expertise that evaluates and
generates solutions from outside industry norms
- Extensive controls experience results in better
performing systems
- Excellent communication skills for effective
programming and owner involvement
- Versed in multiple delivery systems including
Design-Bid-Build, Fast-Track Design Build,
Contractor-Led Design Build, Performance
Specification, and hybrids of those

Stecker-Harmsen, Inc.

Cost Consultant

510 South 17th Street
Ames, IA 0010
515.232.4638

*STECKER-HARMSEN, INC.***FIRM PROFILE**

STECKER-HARMSEN, Inc. has been doing business in Ames, Iowa since 1983 and was incorporated in 1986. Since our origin, the organization has provided project management and construction cost consulting services. The bulk of our work is in the area of construction cost consulting, however, we have continually been involved in project management work for several owners and contractors.

Our Company Philosophy and Goals

Our philosophy is to meet our client needs by providing a timely service and an accurate, effective product. We have developed long-term client relationships and expanded our capabilities to satisfy those relationships with the addition of qualified, experienced staff. We focus on building relationships and delivering service.

Our Reputation

We have worked very diligently to build our reputation in the industry locally, state wide and, on a limited basis with select clients, nationally. We are proud of our reputation for honesty, fairness, dedication, and attention to detail that we have worked so hard to achieve. We continue as a company and as individuals to foster strong client relationships, by being reliable and by producing a dependable product.

Our People

Our most important resource is our people. Each of us are responsible, hard working, and knowledgeable. Through our education, exposure, and experience in a wide variety, size, and complexity of construction projects we have accumulated a broad knowledge base of construction, the construction industry and construction processes.

PROJECT COST CONTROL

STECKER-HARMSEN, Inc. has developed specialized services of cost estimating to respond to the project cost control needs of our clients. Cost control is a continual process and can imply management of a project budget at many different levels; or it could be applied to the study of unique elements within a building system. Our expertise in the cost control process is principally focused on the "bricks and mortar" components that constitute the physical building or project structure. Each of these physical components carries with it some cost to "buy it and install it" into the building or project structure, and the aggregate total of this set of costs is called the probable construction cost of the project. Our role in the design process (as a cost consultant) is to interpret the available design documents and translate the information into a cost estimate that accurately collects the costs of individual components into an aggregate probable construction cost for the system or building.



Leroy J. Harmsen

Stecker-Harmsen

STECKER-HARMSSEN, INC.

EDUCATION

BS in Construction Engineering (1979) from Iowa State University

EMPLOYMENT

1979 to 1983 – Project engineer and project manager with the general contracting firm Story Construction Co. of Ames, Iowa. Responsibilities included project engineering and project management of construction projects up to 12 million dollars.

1985 to 1986 – Part-time research appointment at Iowa State University. Conducted applied research for US Army Corps of Engineers study of maintenance management systems for locks and dams.

1983 to present – STECKER-HARMSSEN, Inc.

COST ESTIMATING:

-Numerous schools, churches, libraries, hospitals, fire stations and commercial projects in Iowa and the Midwest for various architectural firms.

STATE OF IOWA

-General Services: Iowa State Capitol Renovations, Glenwood ADA Restrooms and Iowa Veterans' Home;

-Dept. of Corrections: ICIW Expansion, Oakdale Laundry Remodel, Roof Replacements at Woodward, Clarinda, Oakdale and Rockwell City;

-Dept. of Public Safety: Iowa State Patrol Post 8 and Motor Vehicle Division.

IOWA STATE UNIVERSITY:

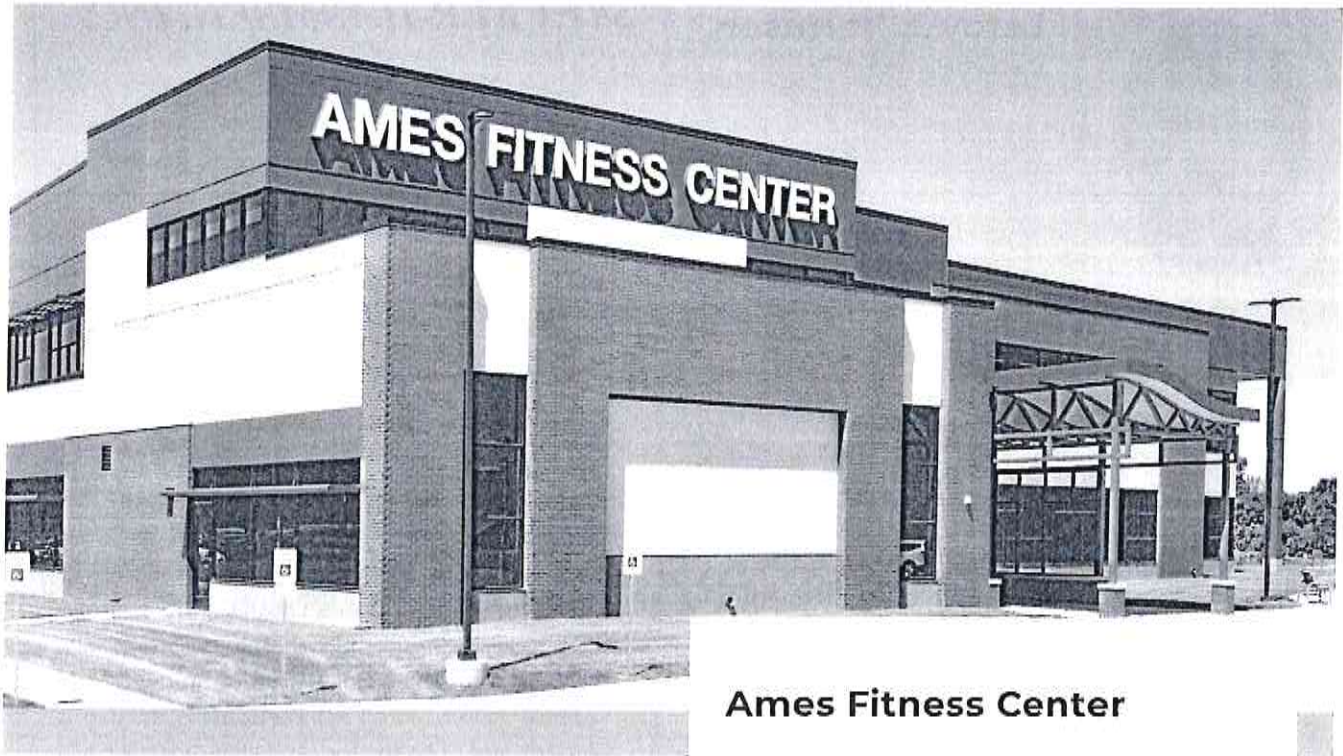
-Oak Elm and East Campus Dining Improvements, State Gym Renovation and West Addition, Chemistry Facilities-Hach Hall, New Century Farm, Biorenewables Research Lab, Hilton Coliseum Renovations, College of Design Pavilion, Jack Trice Stadium Expansion, Gilman Hall Renovations, Horticulture Greenhouses, South Campus Gateway, Coover Hall Addition, Memorial Union Great Hall Restoration, Pearson Hall Remodel, Student Success Center, Morrill Hall Renovation, Reiman Gardens and Conservatory and UDA Residence projects.

UNIVERSITY OF NORTHERN IOWA:

-Sabin Hall Renovation, WRC Strength and Conditioning Addition, Parking Structure, McCollum Hall Renovation and Greenhouse Expansion, Physics Building, Russell Hall Renovation, Human Performance Complex, Performing Arts Center and Classroom Building, UNI Dome Roof Replacement and Mauker Union Renovations.

UNIVERSITY OF IOWA:

-Data Center, Carver-Hawkeye Arena Addition, Campus Facility, Library Flood Mitigation, Music Building Renovation, Environmental Management Facility, Art Building Renovation, Danforth Chapel Flood Recovery, Wave Basin, Campus Recreation and Wellness Center, Burge Hall Addition, College of Public Health Building, University Hygienics Lab, Rowing Team Boathouse, Old Capital Basement Renovation, Tennis Facility, UIHC Neurosurgery Expansion and Renovation, UIHC Cardiothoracic Surgery, UIHC Nursing Clinical Education Ctr., Chemistry Building Renovation and Iowa Memorial Union Renovation.



RELEVANT PROJECT EXPERIENCE

RMH Architects partnered with a local contractor to Design/Build this new facility for Ames Racquet and Fitness Center. Located in the ISU Research Park, the new facility consists of over 52,000 square feet of space and includes tenant spaces for three retail/ professional tenants.

We worked closely with multiple user groups involved in general fitness, group fitness and personal training as well as the building tenants to develop an overall concept that worked for all the groups.

Spaces include a dedicated aerobics room, a spinning room, yoga classroom, personal training studio, indoor running track and over 10,000 square feet of general fitness space. Support spaces include a children's gym, teaching/training center and complete locker rooms including showers, toilet areas and steam and sauna facilities.

RMH was responsible for full service architectural and interior design services and through our consultants provided civil, structural, mechanical and electrical engineering.

Ames Fitness Center

LOCATION: Ames, Iowa

COMPLETION DATE: July 2017

SQUARE FOOTAGE: 52,000 SF

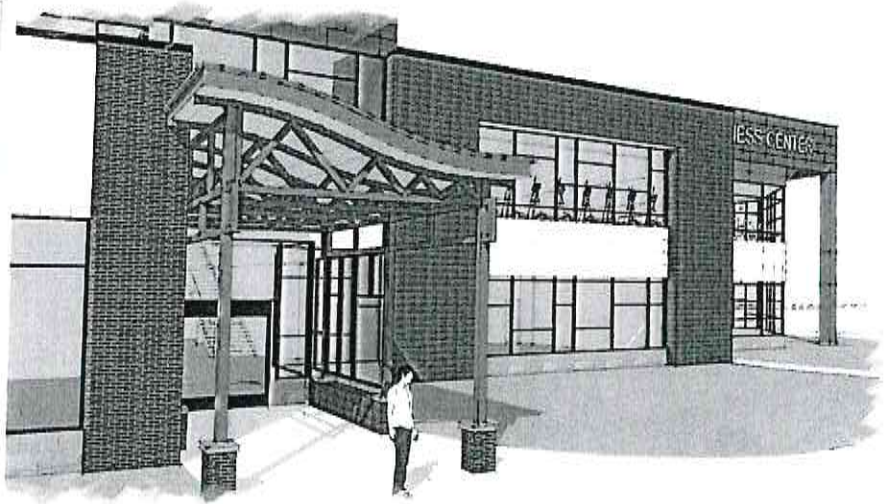
MAIN PROJECT ELEMENTS: Fitness Center

PROJECT BUDGET: \$9,500,000

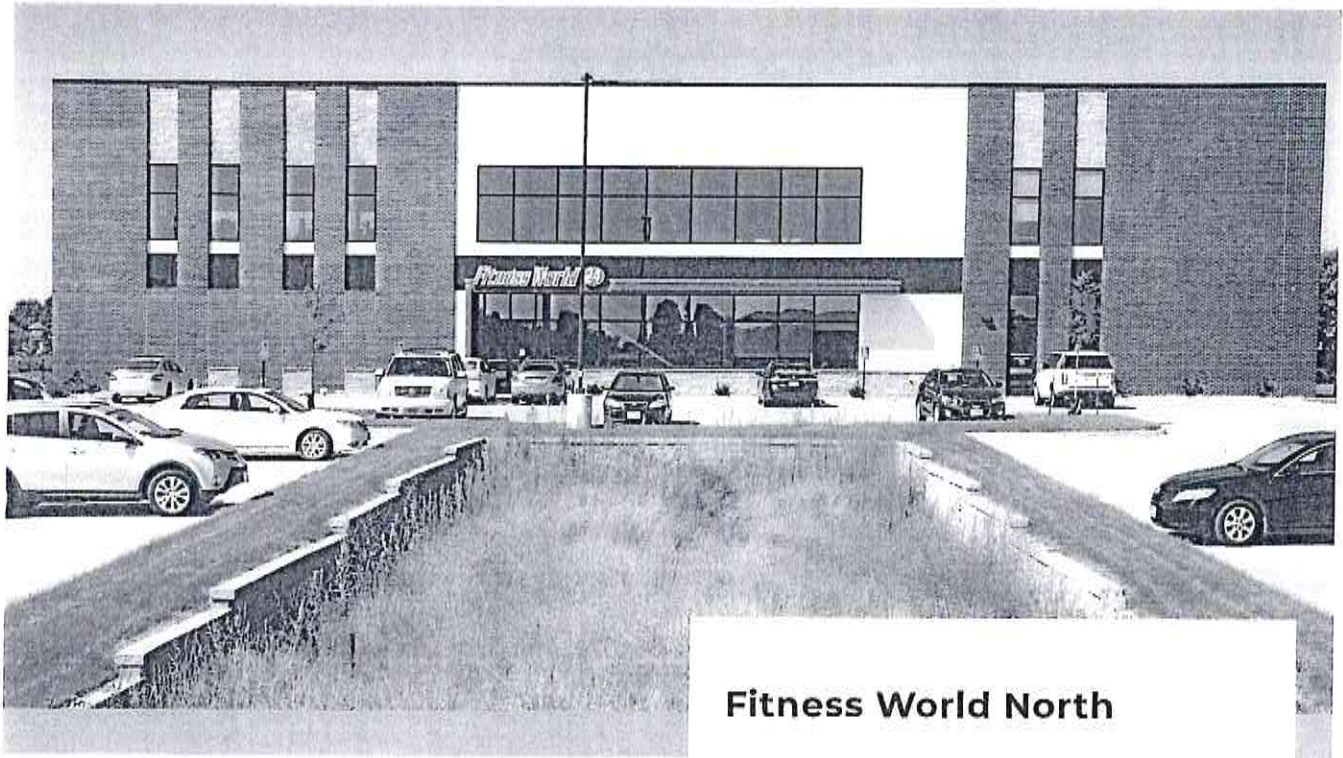
PROJECT TIMELINE: Approximately 16 months
Completed on schedule

CONTACT: Tom Durkin
Manager
(515) 290-2900
tomd@amesracfit.com

KEY INDIVIDUALS INVOLVED & ROLES:
Jeff Harris, Project Architect
Michael Garcia, Project Intern



Our goal with each project is to achieve a solution that accurately reflects the hopes and aspirations of our clients and expresses our commitment to design excellence.



Fitness World North

LOCATION: Ankeny, Iowa

COMPLETION DATE: July 2017

SQUARE FOOTAGE: 20,000 SQ FT

MAIN PROJECT ELEMENTS: Fitness Center

PROJECT BUDGET: \$4,100,000

PROJECT TIMELINE: 9 Months

CONTACT: Denise Johnson
Owner
(515) 988-4017
denise@fitnessworldclubs.com

RELEVANT PROJECT EXPERIENCE

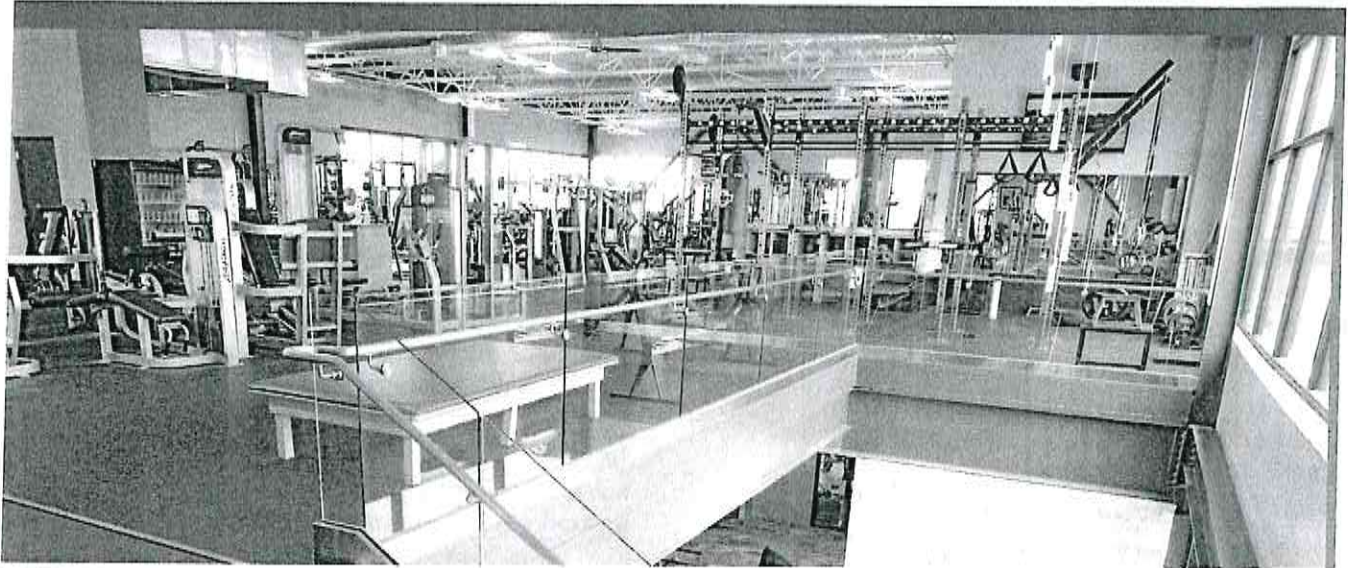
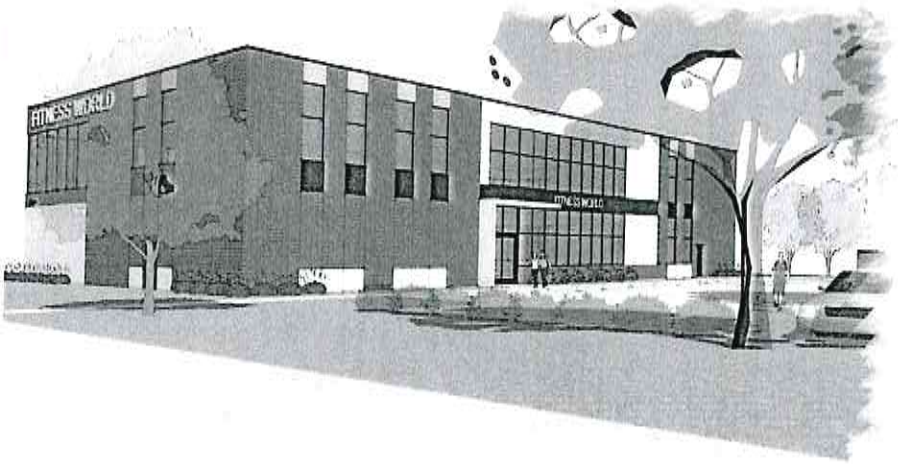
Based on the success of our Design/ Build team assembled for the Ames Racquet and Fitness Center project, we were selected to complete this 20,000 square foot facility in Ankeny.

The facility includes many of the same spaces present in the Ames facility including 10,000 SF of cardio and free weight space, extensive locker rooms including showers, toilet areas, and steam and sauna areas, a personal training studio, aerobics room and kid's gym. Due to the success of the club a 10,000 square foot addition is currently under construction to house an expanded free weight room, kid's gym, trainer offices and a massage room. The addition will be completed in early 2020.

The original project was completed on a fast track with construction beginning in November 2016 and complete by August 1, 2017.

KEY INDIVIDUALS INVOLVED & ROLES:

Jeff Harris, Project Architect
Michael Garcia, Project Intern



During the design process, we thoroughly analyze each project to ensure all opportunities are explored for solutions that optimize the goals, objectives and



Polk City Concessions & Restrooms

LOCATION: Polk City, Iowa

COMPLETION DATE: July 2011

SQUARE FOOTAGE: 1,236 SQ FT

MAIN PROJECT ELEMENTS: Concession and Restroom Building

ORIGINAL BUDGET:	\$250,000
CD ESTIMATE:	\$268,282
FINAL COST:	\$271,722

PROJECT TIMELINE: Approximately 4 months
Completed on schedule

CONTACT: Gary Mahannah
City Administrator
(515) 984-6233
gmahannah@polkcityia.gov

KEY INDIVIDUALS INVOLVED & ROLES:
Kurt Mackey, Project Architect

RELEVANT PROJECT EXPERIENCE

Polk City needed a new concessions and restroom building for their sports complex located just outside of the city. RMH began work on the project with a preliminary budget and schematic floor plan which were developed by the City. Early in the project, it was determined that a concrete masonry building would best serve the long-term needs of the facility.

The new building serves a sports complex comprised of baseball, softball and soccer fields. Simple in form and execution, the facility incorporates burnished concrete block in earth tones on the exterior and interior. Men's and women's restrooms are designed for ease of maintenance and are served by a plumbing core between them that also houses utility functions.

The concessions area is also a simple space, with a stainless steel sink and countertop its only permanent fixtures.

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 & 72 (Stop Required), paragraph A (71.A) and (72.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 on this 9th day of September, 2019.

Passed and approved 2nd Reading on this 23rd day of September, 2019.

Passed and approved 3rd and final Reading on this ___ day of ___, 2019.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

First Reading: September 9, 2019

Motion by Council Member Jason Sampson, seconded by Council Member Luke Spence, to approve the first reading of Ordinance No. 1005.

AYES: Sampson, Spence, Ehrig, Hanson, Mittman, Nealson
NAYS: None
ABSENT: None

Second Reading: September 23, 2019

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 _____.

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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 _____.

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Item # 7C
Date: 9/23/19



Milam Concrete & Construction
1531 W Lincoln Highway
Nevada, Iowa 50201
(515) 460-4305



INVOICE

September 8, 2019

PO#: 1059

City of Nevada
PO Box 530
Nevada, IA 50201

SITE NUMBER	4"	6"	Cost
2 ok	3		
3 ok	4		
4 ok	1		
5 ok	6	0	
6 ok	12	1	
7 ok	3		
8	3		
9	6		
10	4		
11	5		
12	19		
	66	01	Total Due \$8,685.00

Payment Due Upon Receipt

Thank You For Your Business!

TERMS: ALL ACCOUNTS DUE AND PAYABLE UPON PRESENTATION OF STATEMENT IN NORMAL COURSE OF MAIL UNLESS OTHER TERMS ARE STATED ABOVE. 1.5% FINANCE PER MONTH (18%) PER YEAR ON ACCOUNTS 30 DAYS PAST DUE. MINIMUM FINANCE/SERVICE CHARGE \$2.00 PER MONTH. IF PAYMENT IS NOT MADE IN A TIMELY MANNER, A CONTRACTOR'S LEIN WILL BE PLACED ON THE PROPERTY WHERE THE WORK WAS PERFORMED.

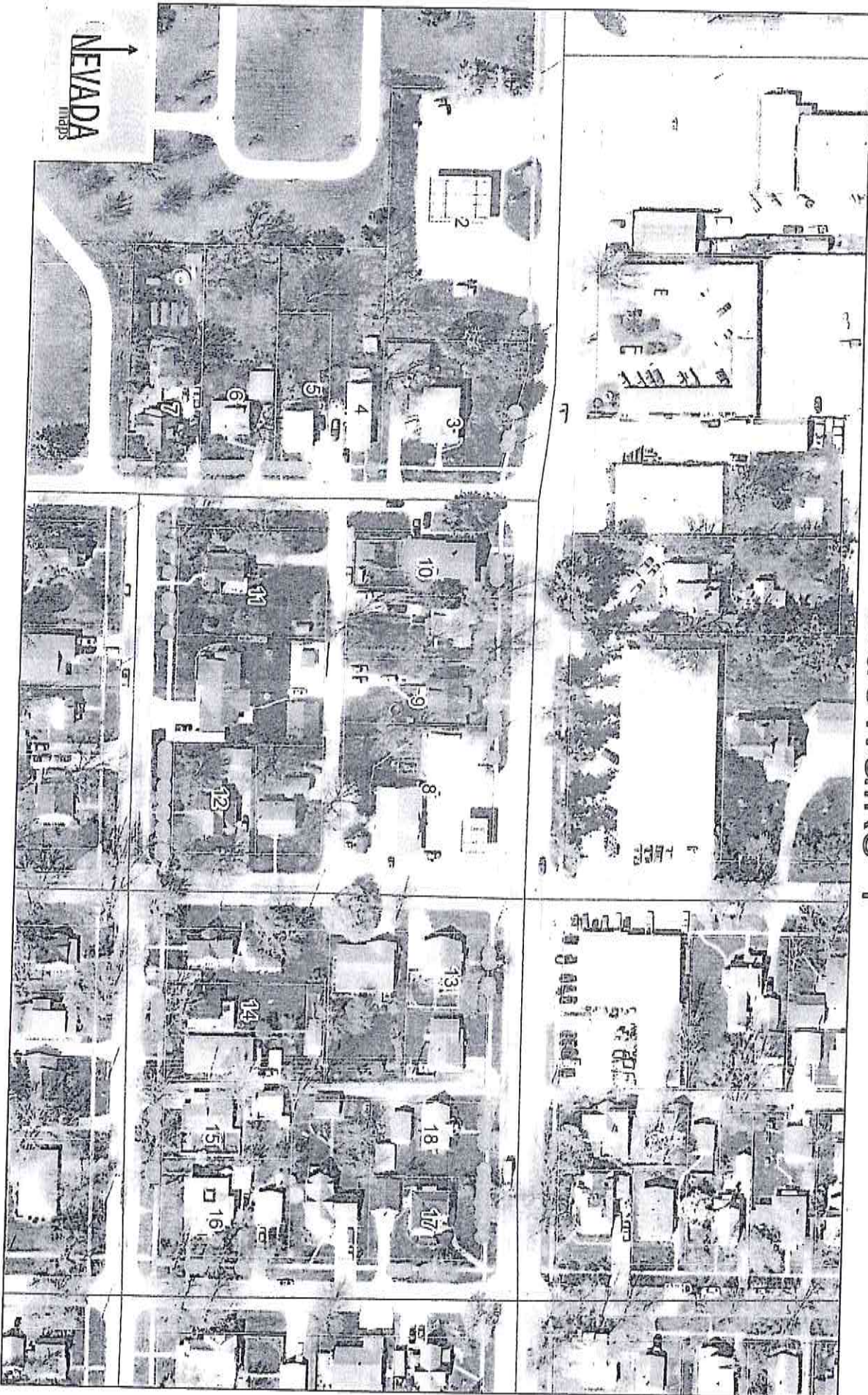
290.00
48,395.00

-5% 419.75

Pay Request #1

\$7,975.25

2019 Sidewalks 1



RESOLUTION NO. 014 (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 23rd day of September, 2019.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __ that Resolution No. 014 (2019/2020) be adopted.

AYES: —
NAYS: —
ABSENT: —

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 014 (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23rd day of September, 2019.

Kerin Wright, City Clerk
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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.

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.

^{div}
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 ^{div} 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 ^{div} of delivery in meter pits ^{div} to be constructed by CIWA. Nevada shall have access to the meter pits ^{div} at reasonable times to read the meters ^{div} 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.

4.3. ^{dlw} 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.

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

6.3. ^{dlw} 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.

7.6. ^{dlw} 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.

⁸ ~~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.

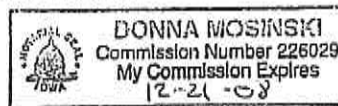
City of Nevada

By:  By: 
Gearold E. Gull, Mayor 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.

Kerlin 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 $\frac{1}{4}$) 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 (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) 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 $\frac{1}{4}$ (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and in the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 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 $\frac{1}{4}$ 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

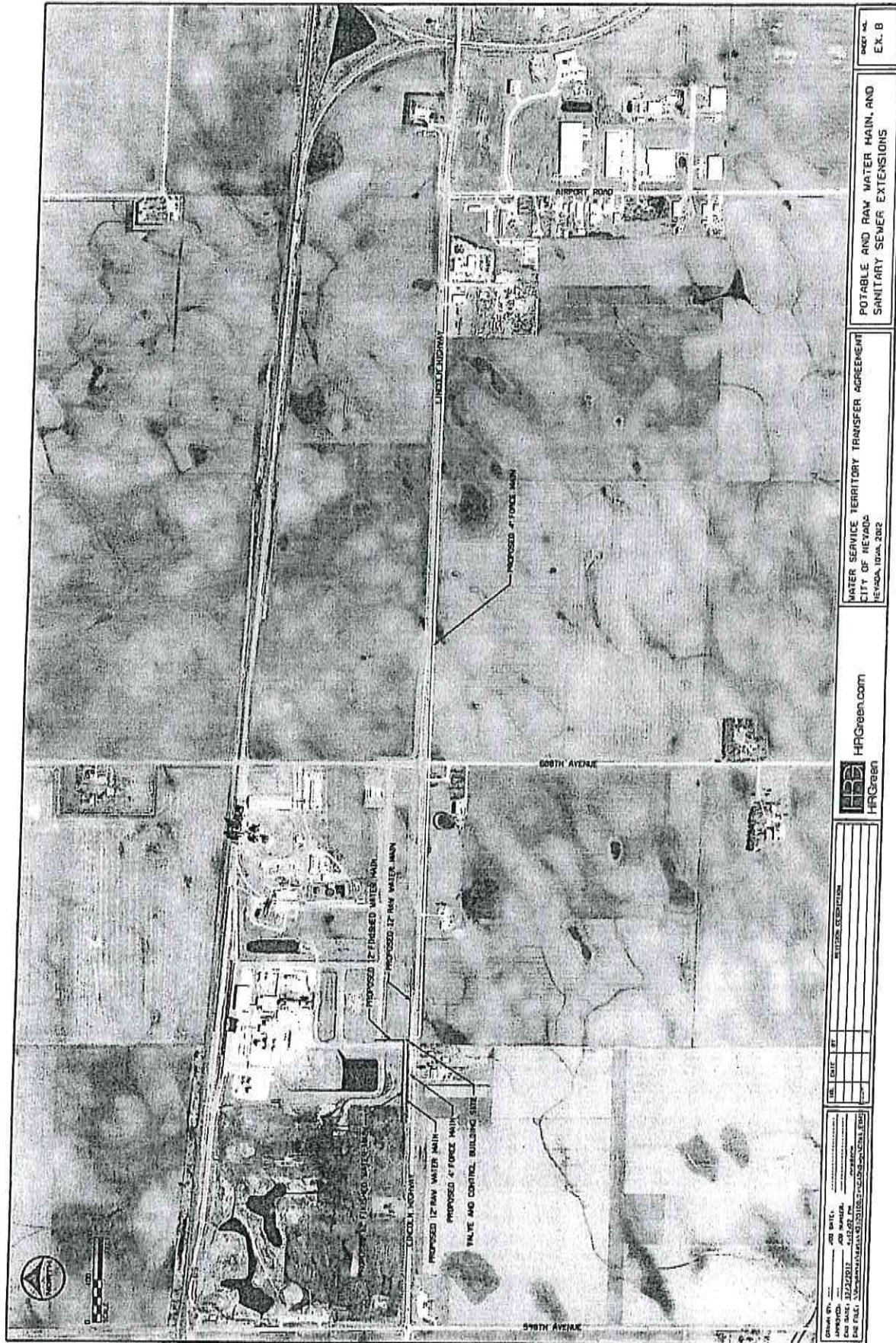


Exhibit 2 Page 11

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

COUNCIL ACTION FORM

AGENDA ITEM: Storage Tank Cleaning for the Water Department

HISTORY:

The Water Plant has designed and built with a 250,000-gallon concrete storage tank and a 180,000-gallon concrete clear well. The water plant has been in operation for about 12 years and the tanks are due to be cleaned and inspected. It is recommended that cleaning should be done every 5 to 10 years. This process can be performed by the divers while the plant is in operation and will not contaminate the water.

Request for bids for the cleaning and inspection services were sent to 3 different contractors. The City of Nevada only received 2 bids as listed below.

Bid #1: Midco Diving. \$2,469

Bid #2: Suez. \$6,300

OPTIONS:

1. Accept the bid from Midco Diving for \$2,469.
2. Reject all bids and send out new ones.
3. Do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Water Superintendent Shawn Ludwig recommends accepting the bid by Midco and proceed with the cleaning and inspection project.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, accepting the Midco Diving bid of \$2,469 for the cleaning and inspection project.



Proposal From
UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309

Toll-free: 855-526-4413 | Fax: 478-987-2991

utilityservice.com

Date: 12/16/2018

Submitted by: **Melinda Kurtz**

Local Phone: **515-344-6391**

SFID: 58061

CN: 37914

SO:

Proposal Submitted To: City of Nevada			Phone Number: 515-382-5466		Fax Number: 515-382-4502	
Street Address: 1209 6th Street			Description of Work to be Performed: Diver Washout			
City: Nevada		State: IA	Zip Code: 50201	Tank Name: 250KG Clearwell		
Accounts Payable Contact Name: Kerin Wright		Email: kwright@midiowa.net		Job Site Address: 1283 West Lincoln Highway		
Job Contact (Inspection Reports): Shawn Ludwig		Email: nevadawater@iowatelecom.net		County / Parish: Story	Tank Size: 250,000	
				Tank Style: Ground Storage		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a diver(s).
2. The interior floor and lower walls of the tank will be vacuumed to remove all mud, silt, and foreign
3. sediment.
4. This price does not include containment, testing, or off-site disposal of sediment or debris from the tank.
5. The above pricing is contingent upon accessibility of the site and the ability of USCI to perform tasks required unobstructed,
6. and to complete the task in one (1) full work day. (\$1,500.00 per day for each additional day)

Please sign and date this proposal and fax one copy to our office.

Six Thousand Three Hundred and -----00/100 Dollars \$6,300.00

Payment to be made as follows:

Payment in Full Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders; and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USCI Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____



Proposal From
UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: 12/16/2018

Submitted by: **Melinda Kurtz**

Local Phone: **515-344-6391**

SFID: 58062

CN: 37914

SO:

Proposal Submitted To: City of Nevada			Phone Number: 515-382-5466		Fax Number: 515-382-4502	
Street Address: 1209 6th Street			Description of Work to be Performed: Diver Washout			
City: Nevada		State: IA	Zip Code: 50201	Tank Name: 180KG Clearwell		
Accounts Payable Contact Name: Kerin Wright		Email: kwright@midiowa.net		Job Site Address: 1283 West Lincoln Highway		
Job Contact (Inspection Reports): Shawn Ludwig		Email: nevadawater@iowatelecom.net		County / Parish: Story	Tank Size: 175,000	
				Tank Style: Ground Storage		

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a diver(s).
2. The interior floor and lower walls of the tank will be vacuumed to remove all mud, silt, and foreign
3. sediment.
4. This price does not include containment, testing, or off-site disposal of sediment or debris from the tank.
5. The above pricing is contingent upon accessibility of the site and the ability of USCI to perform tasks required unobstructed,
6. and to complete the task in one (1) full work day. (\$1,500.00 per day for each additional day)

Please sign and date this proposal and fax one copy to our office.

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Payment in Full Completion of Work – plus all applicable taxes

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All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USCI Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____

July 24, 2019

Nevada Water Department
Attn: Shawn Ludwig
1201 West Lincoln Highway
Nevada, IA 50201

RE: 2019 Tank Maintenance Project

Thank you for choosing Midco Diving & Marine Services, Inc. – a proud member and supporter of Iowa Rural Water Association (IRWA). We are pleased to provide the following proposal to perform the scope of work outlined below.

All diving operations are fully insured for **"Commercial Diving Operations"** including: General Liability, Workman's Compensation, Hull Machinery, Protection and Indemnity, Pollution Liability, Maritime Employers Liability, Contractor's Pollution, Automotive Liability, U.S.L.H. and Umbrella/Excess Liability/Bumbershoot. **Verifiable Certificates of Insurance with Current Limits** are available upon request. Midco Diving & Marine Services, Inc. is in full compliance with OSHA 29 CFR 1910, Subpart T - Commercial Diving Operations regulations. OSHA specifies that the minimum acceptable dive crew size is three qualified divers. Not all firms are complying with this mandate and continue to use two-person dive crews or unqualified personnel; please be aware of this when evaluating our proposal. Current diver and equipment certifications will be available on site for review.

Diver training – from accredited commercial dive school (each dive team member)

Current First Aid/CPR training (each dive team member)

Annual medical examination determining diver is fit to perform assigned tasks (each dive team member)

Air purity test for breathing air source(s) – tested every 6 months

Breathing gas supply hoses – tested at least annually to 1.5 times their working pressure

Depth gauges – calibrated every 6 months

TANK DESCRIPTIONS

Tank	Capacity	Dimensions	Type
Clearwell	180 K	12' deep x 18' wide x 30' long	Concrete Clearwell
Underground tank	250 K	30' diameter x 12' deep	Concrete Below Grade

Inspection

An inspection with a live video recording in DVD format will be made documenting the findings in the tank.

Inspection procedures include:

- Inlet / Outlet
- Overflow
- Roof and Roof Hatch
- Walls and Floors
- Baffles / Support Walls
- Interior Ladders
- Roof Vents
- Exterior Ladder & Rails
- Sumps
- Internal Plumbing
- Joints and Seams
- Interior Coatings
- Exterior Coatings
- Telemetry
- Sediment Depths

Cleaning

Midco will remove up to three inches (3") of accumulated material from the storage tank floor using underwater vacuum procedures as needed. Material(s) that cannot be removed by normal vacuum procedures or material(s) in excess of three inches (3") will be removed for an additional charge with a firm price given while on site. Material such as sand, gravel and concrete are considered debris and will be removed by hand **at an additional charge**. All discharged materials including water are the responsibility of the owner unless prior arrangements are made.

Potable Water Operations – All Midco divers and associated in tank equipment are fully disinfected in accordance with ANSI/AWWA Standard C652-11. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving & Confined Space; including 1910.401 – 1910.441. Specialty equipment may include but is not limited to; appropriate OSHA climbing and personal fall protection, AWWA and ADCI approved commercial diving equipment dedicated to in-service potable water operations.



Cleaning & Inspection Pricing (Including Inspection DVD) \$2,469.00

Additional Services

- ☐ EPA or State Report \$100.00 Each
☐ Full Written Report with EPA or State Report \$200.00 Each

Pricing above does not include Local, State or Franchise Taxes – If any.

This proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and Midco hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. This proposal is valid for Thirty Days (30). **Terms are net 10 days from completed on site work**; interest accrues at 1.5% per month on any unpaid balance. Any fees required to obtain a city business license or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note the above pricing does not include contract review, comprehensive dive plans, or any repair work unless stated with the above pricing.

To expedite your project please be aware of the following:

- Utility personnel must have tank(s) full to overflow and in service prior to crew arrival.
- Access into reservoirs are sufficient for safe diver entry and exit with no obstructions – minimum of 24".
- Working with our scheduling department to complete the project in timely and proficient manner which includes potentially working over a weekend.

This quotation has been prepared exclusively for your firm. The contents of this quotation are considered confidential and are not to be divulged to third parties. This quotation has been prepared using information provided by your firm/utility. Incorrect or inaccurate information used for estimate purposes or that delays progress could influence your final price. Interruptions in the work progression, not in control of Midco Diving & Marine Services, Inc., such as, weather or other delays may also affect your final pricing. If Midco Diving & Marine Services, Inc is unable to complete the work as described above due to tank access, water levels, safety issues, etc. a nominal trip fee may be charged. Please note, it is the utilities responsibility to test and maintain for water quality.

All Midco Diving quotes are subject to availability of personnel and equipment; upon approval, please sign return by fax, email or mail to Midco Diving & Marine Services, Inc.

Nevada Water Department
1201 West Lincoln Highway
Nevada, IA 50201

*I have read, understand and agree
to the terms of this proposal:*

By: _____

Title: _____

Date: _____

Midco Diving & Marine Services, Inc.
PO Box 513
Rapid City, SD. 57709
P: (800) 479-1558
F: (800) 238-0217

By: *Gordon A. Coates*

Title: Regional Sales Manager

Date: July 24, 2019



800-479-1558 (P)
800-238-0217 (F)
www.midcodiving.com
info@midcodiving.com

Home Office P.O. Box 513 Rapid City, South Dakota 57709 605-791-3030
Regional Office P.O. Box 7396 Loveland, Colorado 80537 970-532-2128



COUNCIL ACTION FORM

AGENDA ITEM: Plow Purchases and Liftgate Purchase

HISTORY:

As part of our ongoing equipment replacement program, we budget various pieces of equipment to purchase each year. These are three different pieces of equipment that we use on a regular day-to-day basis to carry out our job duties. This recommendation is for the purchase of (1) snow plow for the new 1-ton pickup truck; (1) snow plow for the UTV and (1) liftgate for the new pickup truck. These three items have been included in our 2019-20 fiscal year budget.

With the purchase of a 1-ton pickup for the Parks Department and a UTV for the Cemetery, we have allocated money for snow plows for each as well as a lift gate for the truck.

1-Ton Pickup Truck Snow Plow prices as follows:

- Schuling Hitch (Fisher) – Ames, IA
 - Painted Plow.....\$7,436.21
 - Stainless Steel.....\$7,943.45
- Truck Equipment (Western) – Des Moines, IA
 - Painted Plow.....\$7,623.34
 - Stainless Steel.....N/A
- Central Iowa Trailer Sales (Hiniker) – Ames, IA
 - Painted Plow.....\$8,125.07
 - Stainless Steel.....N/A
- Hawkeye Truck Equipment (Boss) – Des Moines, IA
 - Painted Plow.....\$8,150.00
 - Stainless Steel.....N/A

UTV Snow Plow prices as follows:

- Schuling Hitch (Fisher) – Ames, IA.....\$3,570.05
- Hawkeye Truck Equipment (Boss) – Des Moines, IA.....\$3,725.00
- Truck Equipment (Western) – Des Moines, IA.....\$3,776.36

Lift Gate prices as follows:

- Schuling Hitch (LiftDogg) – Ames, IA.....\$2,255.00
- Hawkeye Truck Equipment (Maxon) – Des Moines, IA.....\$3,160.00
- Truck Equipment (Tommy Gate) – Des Moines, IA.....\$3,220.00

OPTIONS:

1. Accept the quotes from Schuling Hitch for... (1) truck plow (stainless steel), (1) UTV plow, and (1) lift gate
 - Stainless Steel Truck Plow from Schuling Hitch (Fisher) – Ames, IA - \$7,943.45
 - UTV Plow from Schuling Hitch (Fisher) – Ames, IA \$3,570.05
 - Lift Gate from Schuling Hitch (LiftDogg) – Ames, IA \$2,255.00
2. Make a recommendation to purchase alternate equipment above.
3. Reject all bids and send out new RFP's.

STAFF RECOMMENDATION:

Park Board and staff recommend accepting Option #1 for all purchases from Schuling Hitch in Ames, with the option to purchase the stainless-steel plow for the truck. Total cost of: \$13,768.50.

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

Therefore, it is the recommendation of the City Administrator that Council approves Option #1.

TRUCK PLOW INFORMATION



216 Alexander Ave

Ames IA 50010

SALES QUOTE

ACCOUNT NO	DATE	TRANSACTION NO
1170000341	15 AUG 2019	10053031



Bill To City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

Ship To City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	F.O.B.
	101	NE	Net 30 Days	14 SEP 2019		

SKU	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
86300	1.00	Fisher XV2 [9 1/2' / Paint / Incl Head Gear]	7,017.00	7,017.00
77102	1.00	Mount Kit [Fisher / F250-350 '17 +]	665.00	665.00
29760-2	1.00	Module [Fisher Wiring / Soft Start]	145.00	145.00
73973	1.00	Harness [Fisher / '17 Ford Halogen Pair]	250.00	250.00
29800	1.00	Touchpad Control [Fisher / V Plow / XLS - Xtendab	434.00	434.00
69826-1	1.00	Wiring Adapter Kit [Fisher / Dodge / HB3, H11]	48.40	48.40
M2	1.00	Halogen Light Kit	358.00	358.00
D0	(1.00)	Municipal Bid Discount - 35% Must need emailed or printed Purchase Order to be Eligible	3,151.19	(3,151.19)
L19	1.00	V Blade Installation	400.00	400.00

c/o Gene
 515-290-6938
 gfritz@cityofnevadaiaowa.org

Quote Good Until 10/15/2019

SUBTOTAL	\$6,166.21
Sales Tax	\$0.00
TOTAL AMOUNT	\$6,166.21

w/permissions

\$ 7,436.21

Questions? 515-233-2265

Schuling Hitch Of Ames

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216 Alexander Ave

Ames IA 50010

SALES QUOTE

ACCOUNT NO.	DATE	TRANSACTION NO.
1170000341	22 AUG 2019	10053123



Bill To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

Ship To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	F.O.B.
	101	NE	Net 30 Days	21 SEP 2019		

SKU	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
87300	1.00	Fisher XV2 [9 1/2' / Stainless / Incl Head Gear]	7,725.00	7,725.00
77102	1.00	Mount Kit [Fisher / F250-350 '17 +]	665.00	665.00
29760-2	1.00	Module [Fisher Wiring / Soft Start]	145.00	145.00
29800	1.00	Touchpad Control [Fisher / V Plow / XLS - Xtendab	434.00	434.00
72530	1.00	Fisher Light Kit [Halogen-dual / Intensifire]	358.00	358.00
73973	1.00	Harness [Fisher / '17 Ford Halogen Pair]	250.00	250.00
D0	(1.00)	Municipal Bid Discount - 35%	3,351.95	(3,351.95)
69826-1	1.00	Wiring Adapter Kit [Fisher / Dodge / HB3, H11]	48.40	48.40
L19	1.00	V Blade Installation	400.00	400.00

c/o Gene
515-290-6938
gfritz@cityofnevadaiaowa.org

Quote Good Until 10/22/2019

SUBTOTAL	\$6,673.45
Sales Tax	\$0.00
TOTAL AMOUNT	\$6,673.45

W/OPTIONS # 7,943.45

Questions? 515-233-2265

Schuling Hitch Of Ames

Page 1 1:46PM

P.136



216 Alexander Ave

Ames IA 50010

SALES QUOTE

ACCOUNT NO	DATE	TRANSACTION NO
1170000341	15 AUG 2019	10053032



Bill To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

Ship To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	F.O.B
	101	NE	Net 30 Days	14 SEP 2019		

SKU	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
41812	1.00	Deflector [Fisher / Rubber / XV2 Blades / 10"]	308.00	308.00 ✓
M2	1.00	#44283-3 Backdrag Edge Kit [XV2 / 9.5']	338.00	338.00
44406	1.00	Curb Guard Kit [Fisher / Pair / 5/8"]	225.00	225.00 ✓
M2	1.00	#43082-1 Blade Stop Kit [XV2 Blades	187.00	187.00 ✓
M2	1.00	#72525 Fisher LED [Intensifire LED Light Upgrade]	550.00	550.00 ✓

Parts are Eligible for 10% Discount if ordered at time of plow purchase on Municipal Bid.

c/o Gene
515-290-6938
gfritz@cityofnevadaiaowa.org

Quote Good Until 10/15/2019

SUBTOTAL	\$1,608.00
Sales Tax	\$0.00
TOTAL AMOUNT	\$1,608.00



1560 NE 44TH AVENUE
P.O. BOX 3265
DES MOINES IA 50316

QUOTE NO.: 79027
Date: 08/12/19
EXPIRES: 10/31/19
Page: 1

Sales & Service (515) 266-5189 Fax (515) 266-7878 Wats (800) 373-2887

Q U O T A T I O N

TO: NEVADA, CITY OF
STREET SHED
1402 8TH ST
NEVADA IA 50201

Year: 2019
Truck Make: FORD
Model: F350 SRW
Color:
VIN NO.:

TRUCK INFORMATION

WB: 0
CA: 0
Trans:

IUTMVP395 PLOW W/G2-60-1342

FURNISH AND INSTALL:

(1) 9'6" WESTERN STEEL FLARE-WING MULTI-POSITION V-PLOW (MODEL IUTMVP395)

ULTRAMOUNT 2 mounting system
TWO SEASON WARRANTY
Swivel bar design for more even cutting edge wear
Removable pockets for more ground clearance when plow is removed from truck
Pitch adjustment feature - allows pitch of the blade to be adjusted
to compensate for uneven cutting edge wear
Straight Blade Width: 9'6"
Full Scoop width: 98", , full "V" width: 103", or fully angled width: 102"
Blade height: 31" at hinge - 39" at end
14 ga. steel moldboards with 4 vertical ribs per side
PRO PLUS type "power bar construction"
Trip edge design featuring 6 trip springs
Western blade guides
MVP PLUS hydraulic system
With hand-held "Cab Command" control
Low profile dual stud mount "NIGHTHAWK" composite halogen light kit
"Isolation Module" advanced snowplow light and electrical system
improves system life and complies w/ OEM requirements
Double acting cylinders to aid back dragging
Steel top gap deflector
Formed cutting edge provides lower center gap coverage
ULTRA FINISH baked-on powder coat with new primer
SECURITY GUARD anti-theft system allows you to electronically lock the
snowplow's hydraulic functions
FLEET FLEX multiplex wiring for true fleet interchangeability

OPTIONS INCLUDED IN PRICE:

Installed on customers truck including all necessary fluids, etc.
Pricing per state bid MA005-18177A

NET PRICE FOB DES MOINES \$6,483.24

*** CONTINUED NEXT PAGE ***



1560 NE 44TH AVENUE
P.O. BOX 3265
DES MOINES IA 50316

QUOTE NO.: 79027
Date: 08/12/19
EXPIRES: 10/31/19
Page: 2

Sales & Service (515) 266-5189 Fax (515) 266-7878 Wats (800) 373-2887

Q U O T A T I O N

TO: NEVADA, CITY OF
STREET SHED
1402 8TH ST
NEVADA IA 50201

Year: 2019
Truck Make: FORD
Model: F350 SRW
Color:
VIN NO.:

TRUCK INFORMATION

WB: 0
CA: 0
Trans:

IUTMVP395 PLOW W/G2-60-1342

OPTIONS NOT INCLUDED IN PRICE:

Cast skid shoes (43088)
Deflector kit, 10" (41810)
Deflector kit, 18" (41811)
Back drag edge (44283-3)
Curb guard kit (43885)
Wing extension kit (43510-1)
Blade stop kit (43082-1)
LED headlights (72525)
Cup holder control mount (82007)

ADD \$215.40
ADD \$311.80
ADD \$429.95
ADD \$337.30
ADD \$250.25
ADD \$717.40
ADD \$158.95
ADD \$419.10
ADD \$ 35.70

FURNISH AND INSTALL:

1 - TOMMY GATE G2 SERIES LIFTGATE MODEL #G2-60-1342 EA27

LOADABLE AREA TAPER 2 PIECE FOLDING
55W X 27D 6 NO

STANDARD FEATURES

Extruded Aluminum platform
Dual Cylinder design liftgate has power on both sides of the platform, offering smooth and stable lifting and lowering - a sturdier and more powerful liftgate.
Hard chrome lift arm pins and composite bushings are maintenance-free.
The full-length molded ground and power cable provides a direct connection from the liftgate to the truck battery, ensuring solid electrical connections.
A 150 amp circuit breaker with manual reset is included with liftgate
The full-size pump and motor is enclosed with the electrical system in the liftgate's Main frame box, protected from the elements.
Standard Curb-side fixed control with steel shield includes:
Toggle style switch
Timer deactivates 90 seconds after last operation (helps prevent unauthorized use)

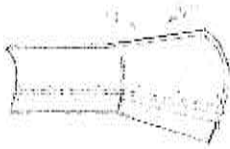
OPTIONS INCLUDED IN PRICE:

Installed on customers truck
Government discount
Backup camera relocated to liftgate

*** CONTINUED NEXT PAGE ***

\$ 7,623.31

OHiniker 9395



9395 9 1/2' Flare-Top 830 lb. Retail \$7,838.00 Preseason Sale Price \$6157.35

25012864 Ford 4x4: 99-04 Super duty F250-F550 - QH2 Mount 155 lb. \$739.00 ✓

38813040 92-04 Ford F250-F550 H9007 HB5 Dual Headlight Adaptor \$93.00 ✓

25013936 Cutting Edge Kit 9 1/2' Plow 1/2" Thick \$408.27

25013895 V-Plow Wear Plate Kit \$103.72 ✓

25012726 Curb Guard Kit \$152.00 ✓

25010910 Snow Deflector Kit For 9 1/2' V-Plow \$180.00 ✓

25013513 Skid & Bracket Assembly

Install 11/5, 700.00

Good for 60 Days

8,125.07



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-822-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 518500
CITY OF NEVADA
1209 SIXTH STREET
P O BOX 530
NEVADA IA 50201

Q U O T A T I O N

Job No.	21474
Quote Date	02/28/19
Expire Date	09/30/19

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
MM: Order Tkr				

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL:

ATTENTION: JOE MOUSEL

PHONE: 515-450-2394

- 1 - BOSS POWER V-DXT SNOWPLOW *WITH DOWN FORCE*
- BLADE WIDTH: 9'2"
- BLADE HEIGHT: 30" INSIDE AND 38-1/2" OUTSIDE
- 3/8" THICK POLY MOLDBOARD
- 8 VERTICAL AND 2 DIAGONAL REINFORCEMENT RIBS
- DUAL TRIP DESIGN FOR ENHANCED PLOW PROTECTION WHEN HITTING OBSTACLES, HIGH OR LOW, IN ANY POSITION
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM ELIMINATES SNOWPLOW BOUNCE DURING TRANSPORT
- 4 TRIP SPRINGS FOR THE MOLDBOARD TRIP
- 3 TORSION SPRINGS PER BLADE HALF FOR THE TRIP EDGE
- 1/2" X 6" HARDOX STEEL CUTTING EDGE
- RT3 SMART HITCH ONE MAN MOUNTING SYSTEM THAT ALLOWS THE PLOW TO BE REMOVED OR INSTALLED IN LESS THAN 20 SECONDS
- SMART LOCK CYLINDER FOR BACK DRAGGING
- SL3 L.E.D. SNOWPLOW LIGHTS WITH ICE SHIELD TECHNOLOGY ARE 2X BRIGHTER THAN THE COMPETITION
- IMPROVED BACKDRAG PERFORMANCE WITH D-FORCE
- MAINTAINS CONSISTENT HYDRAULIC DOWN FORCE
- EXCLUSIVE VISE LIKE GRIP LOCKS THE PLOW INTO PLACE WITH A SINGLE ADJUSTMENT
- SMART TOUCH HAND HELD CONTROLLER

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Q U O T A T I O N

Job No.	21474
Quote Date	02/28/19
Expire Date	09/30/19

Customer: 518500
CITY OF NEVADA
1209 SIXTH STREET
P O BOX 530
NEVADA IA 50201

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				

MM: Order Tkr

- HIGH PRESSURE HYDRAULICS ARE 2X FASTER THAN THE COMPETITION
- ENCLOSED HYDRAULICS PROTECTS AGAINST CORROSION AND HYDRAULIC FREEZE UP
- CURB GUARDS ARE BUILT INTO THE CUTTING EDGE ARE STANDARD
- SMART SHIELD POWDER COATED PAINT FINISH
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

\$ 7,850.00 EA

OPTIONS NOT INCLUDED IN ABOVE PRICE:

- HEAVY DUTY SNOW DEFLECTOR, INSTALLED >>> ADD >>> \$ 300.00 EA
- CAST IRON PLOW SHOES (4 NEEDED PER PLOW) >>> ADD >>> \$ 40.00 EA

NOTES

- TO BE INSTALLED ON CUSTOMERS 2019 FORD F350 WITH SNOW PLOW PREP
- THE TRIPPING BASE ANGLES ON THE DVXT COME STANDARD WITH CURB GUARDS AND SNOW CATCHER AND CAN BE USED AS THE CUTTING EDGE UNTIL WORN DOWN
- ABOVE PRICING REFLECTS 2019 BOSS STATE BID PRICES

\$8,150.00

- 1 - MAXON ME2 LIGHT DUTY LIFT GATE
- PLATFORM IS GALVANIZED ALUMINUM
- ALL OTHER SUPPORT PIECES ARE GALVANIZED STEEL
- 55" X 38" TWO PIECE PLATFORM WITH 4" RAMP
- 1,300LBS CAPACITY

*** CONTINUED NEXT PAGE ***

UTV PLOW INFORMATION



216 Alexander Ave

Ames IA 50010

SALES QUOTE

ACCOUNT NO	DATE	TRANSACTION NO
1170000341	15 AUG 2019	10053033



Bill To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

Ship To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	F.O.B.
	101	NE	Net 30 Days	14 SEP 2019		

SKU	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
87500	1.00	Fisher Trailblazer V Plow / UTV [Paint / Incl Head Gear]	3,752.00	3,752.00
M2	1.00	#35133 Mount Kit	375.00	375.00
85100	1.00	Touchpad Control [Fisher / UTV / Trailblazer V Plow]	450.00	450.00
D0	(1.00)	Municipal Bid Discount - 35%	1,601.95	(1,601.95)
		Must need emailed or printed Purchase Order to be Eligible		
L18	1.00	Blade Installation	300.00	300.00

c/o Gene	1.00	SNOW DEFLECTOR KIT	\$170 ⁰⁰	\$170 ⁰⁰
515-290-6938	1.00	BLADE STOP KIT	\$125 ⁰⁰	\$125 ⁰⁰
gfritz@cityofnevadalowa.org				

Quote Good Until 10/15/2019

SUBTOTAL	\$3,275.05
Sales Tax	\$0.00
TOTAL AMOUNT	\$3,275.05

WITH
SNOW DEFLECTOR
BLADE STOP
3,570⁰⁵



HAWKEYE TRUCK EQUIPMENT

6800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 518500
CITY OF NEVADA
1209 SIXTH STREET
P O BOX 530
NEVADA IA 50201

Q U O T A T I O N

Job No.	21602
Quote Date	04/30/19
Expire Date	09/30/19

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
MM: Order Tkr				

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL:

ATTENTION: JOE MOUSEL

PHONE: 515-450-2394

- 1 - BOSS POWER VXT UTV PLOW
- BLADE WIDTH: 6'6"
 - BLADE HEIGHT: 25" INSIDE AND 30-1/2" OUTSIDE
 - 14 GAUGE STEEL MOLDBOARD
 - 6 VERTICAL AND 2 DIAGONAL REINFORCEMENT RIBS
 - FULL MOLDBOARD TRIP DESIGN HELPS PREVENT PLOW DAMAGE
 - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM THAT ELIMINATES SNOWFLOW BOUNCE DURING TRANSPORT
 - 2 TRIP SPRINGS
 - 1/4" X 5" HIGH PERFORMANCE CUTTING EDGE
 - RT3 SMART HITCH ONE MAN MOUNTING SYSTEM
 - SMART LOCK CYLINDERS FOR BACK DRAGGING
 - SMART TOUCH HAND HELD CONTROLLER
 - HIGH PRESSURE HYDRAULICS ARE 2X FASTER THAN THE COMPETITION
 - ENCLOSED HYDRAULICS PROTECTS AGAINST CORROSION AND HYDRAULIC FREEZE UP
 - CURB GUARDS ARE BUILT INTO THE CUTTING EDGE ARE STANDARD
 - SMART SHIELD POWDER COATED PAINT FINISH
 - ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

\$ 3,425.00

NOTE TO BE INSTALLED ON CUSTOMERS 2019 KUBOTA

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-822-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Q U O T A T I O N

Job No.	21602
Quote Date	04/30/19
Expire Date	09/30/19

Customer: 518500
CITY OF NEVADA
1209 SIXTH STREET
P O BOX 530
NEVADA IA 50201

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
MM: Order Tkr				

OPTIONS NOT INCLUDED IN ABOVE PRICE:

- BOSS HEAVY DUTY SNOW DEFLECTOR

ADD >>> \$ 300.00

THANK YOU FOR THE OPPORTUNITY,
MATT MCDOWELL

\$ 3725.00

Sub total	\$	0.00
Sales Tax	\$	0.00
Freight	\$	0.00
FET	\$	0.00
Total	\$	0.00



1560 NE 44TH AVENUE
P.O. BOX 3265
DES MOINES IA 50316

QUOTE NO.: 79026
Date: 08/12/19
EXPIRES: 10/31/19
Page: 1

Sales & Service (515) 266-5189 Fax (515) 266-7878 Wats (800) 373-2887

Q U O T A T I O N

TO: NEVADA, CITY OF
STREET SHED
1402 8TH ST
NEVADA IA 50201

Year: 0
Truck Make: KUBOTA
Model:
Color:
VIN NO.:

TRUCK INFORMATION
WB: 0
CA: 0
Trans:

UTV6 PLOW FOR KUBOTA

FURNISH AND INSTALL:

1 - WESTERN IMPACT UTV V PLOW

Easy on/off mounting system
TWO SEASON WARRANTY
Removable pockets for more ground clearance when plow is removed from UTV
Straight Blade Width: 6'
Full Scoop width: 4'7", full "V" width: 5', or fully angled width: 5'
Blade height: 25" at center
14 ga. steel moldboards with 3 vertical ribs per side
Trip edge design featuring 2 trip springs
Western blade guides
With hand-held "Cab Command" control
1" double-acting angle cylinders to aid back dragging
Steel top gap deflector
Formed 1/4"x5" steel cutting edge provides lower center gap coverage
ULTRA FINISH baked-on powder finish with new primer

OPTIONS INCLUDED IN PRICE:

Installed on customers UTV
State bid pricing per MA005-18177A

NET PRICE FOB DES MOINES \$3422.06

OPTIONS NOT INCLUDED IN PRICE:

Snow deflector kit (52655)	ADD \$246.35
Wing extension kit (52657)	ADD \$539.75
Skid shoe kit (52656)	ADD \$161.85
Blade stop kit (83616)	ADD \$107.95

CURB Kit ?

N/A

Per VAND
9/4/19

3,776.36

NOTE: SALES TAX IS NOT INCLUDED UNLESS NOTED OTHERWISE

Account No: 70727 Terms: N30 Approx Delivery Time:
Customer P.O.: Phone Number: 515-382-5466 Fax Number: 1-515-382-5469

Salesman: DAVID CHIDESTER Customer:
www.truckequipmentinc.com QUALITY PRODUCTS - DEPENDABLE SERVICE info@truckequipmentinc.com

LIFT GATE INFORMATION



216 Alexander Ave

Ames IA 50010

SALES QUOTE

ACCOUNT NO.	DATE	TRANSACTION NO.
1170000341	10 SEP 2019	10053317



Bill To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

Ship To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	F.O.B.
	101	NE	Net 30 Days	10 OCT 2019		

SKU	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
M1	1.00	Buyers LiftDogg Liftgate [60" x 27"]	1,695.00	1,695.00
M1	1.00	Mounting Kit '17 F250/F350	225.00	225.00
L1	3.50 HR	Labor / Installation	70.00	245.00

c/o Joe 515-2394

Does not include Backup Sensors or Backup Camera relocation or aftermarket versions.

SUBTOTAL	\$2,165.00
Sales Tax	\$0.00
FREIGHT	\$90.00
TOTAL AMOUNT	\$2,255.00

Questions? 515-233-2265

Schuling Hitch Of Ames

Page 1 1:10PM

P.149

Tim Hansen

From: Joe Mousel
Sent: Tuesday, September 10, 2019 3:21 PM
To: Tim Hansen
Subject: FW: SALES QUOTE 10053317
Attachments: 13006027INST_C.pdf

From: Nick Erickson [mailto:nick.erickson@schulinghitch.com]
Sent: Tuesday, September 10, 2019 2:40 PM
To: Joe Mousel <jmousel@cityofnevadaaiowa.org>
Subject: Re: SALES QUOTE 10053317

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

Joe,

I have attached the manual for the unit. Here are some other specs as well. I think the difference between the platform width is merely a difference of manufacturers, and the 2 brands probably have slightly different brackets to accommodate their specific frame assembly width of the lift.

Let me know if there is anything else you need.

- COLOR **BLACK**
- FINISH **POWDER COAT**
- MATERIAL **CARBON STEEL**
- VEHICLE TYPE **DOMESTIC PICKUP TRUCKS**
- APPLICATION SPECIFIC (Y/N) **NO**
- APPLICATION SUMMARY **LIFT GATE (ONE PIECE)**
- PLATFORM LENGTH **27.00 "**
- LENGTH **61.066 "**
- LOAD CAPACITY **1300 LB**

- PLATFORM WIDTH 60.00 "
- POWER TYPE MONARCH HYDRAULIC POWER UNIT
- CONTROL TYPE 12 VDC ELECTRIC
- HEIGHT 33.380 "
- MIN ORDER QTY 1
- MULTIPLE SALE QTY 1
- PRODUCT CODE 505
- SELL PACK TYPE UNIT
- SHIPPING WEIGHT 450.000
- UPC 724920109703

NICK ERICKSON

Product Development Engineer
Schuling Hitch of Ames
515-233-2265



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-822-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 518500
CITY OF NEVADA
1209 SIXTH STREET
P O BOX 530
NEVADA IA 50201

Q U O T A T I O N

Job No.	21474
Quote Date	02/28/19
Expire Date	09/30/19

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
MM: Order Tkr				

- HIGH PRESSURE HYDRAULICS ARE 2X FASTER THAN THE COMPETITION
- ENCLOSED HYDRAULICS PROTECTS AGAINST CORROSION AND HYDRAULIC FREEZE UP
- CURB GUARDS ARE BUILT INTO THE CUTTING EDGE ARE STANDARD
- SMART SHIELD POWDER COATED PAINT FINISH
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

\$ 7,850.00 EA

OPTIONS NOT INCLUDED IN ABOVE PRICE:

- HEAVY DUTY SNOW DEFLECTOR, INSTALLED >>> ADD >>> \$ 300.00 EA
- CAST IRON FLOW SHOES (4 NEEDED PER FLOW) >>> ADD >>> \$ 40.00 EA

NOTES

- TO BE INSTALLED ON CUSTOMERS 2019 FORD F350 WITH SNOW FLOW PREP
- THE TRIPPING BASE ANGLES ON THE DVXT COME STANDARD WITH CURB GUARDS AND SNOW CATCHER AND CAN BE USED AS THE CUTTING EDGE UNTIL WORN DOWN
- ABOVE PRICING REFLECTS 2019 BOSS STATE BID PRICES

- 1 - MAXON ME2 LIGHT DUTY LIFT GATE
- PLATFORM IS *GALVANIZED* ALUMINUM FOR EXTRA PROTECTION
- ALL OTHER SUPPORT PIECES ARE GALVANIZED STEEL
- 55" X 27" ONE PIECE PLATFORM WITH 4" RAMP
- 1,300LBS CAPACITY

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 518500
CITY OF NEVADA
1209 SIXTH STREET
P O BOX 530
NEVADA IA 50201

Q U O T A T I O N

Job No.	21474
Quote Date	02/28/19
Expire Date	09/30/19

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
MM: Order Tkr				

- SEALED AND PROTECTED CONTROLS WITH 90 SECOND TIME OUT
- DUAL HYDRAULIC LIFTING CYLINDERS
- MAINTENANCE-FREE COMPONENTS
- FULLY ENCLOSED HYDRAULIC SYSTEM PRTECTS FROM ELEMENTS AND ROAD EXPOSURE
- FACTORY HITCH IS COMPATABLE WITH THIS LIFT GATE
- RELOCATE BACK UP CAMERA
- COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

\$ 3,160.00

****NOTE****

IF THERE ARE BACK UP SENSORS IN THE REAR BUMPER THAT NEED TO BE MOVED, THAT WILL COST EXTRA!

THANK YOU FOR THE OPPORTUNITY,
MATT MCDOWELL

Sub total	\$	0.00
Sales Tax	\$	0.00
Freight	\$	0.00
FET	\$	0.00
Total	\$	0.00



1560 NE 44TH AVENUE
P.O. BOX 3265
DES MOINES IA 50316

QUOTE NO.: 79027
Date: 08/12/19
EXPIRES: 10/31/19
Page: 2

Sales & Service (515) 266-5189 Fax (515) 266-7878 Wats (800) 373-2887

Q U O T A T I O N

TO: NEVADA, CITY OF
STREET SHED
1402 8TH ST
NEVADA IA 50201

Year: 2019
Truck Make: FORD
Model: F350 SRW
Color:
VIN NO.:

TRUCK INFORMATION

WB: 0
CA: 0
Trans:

IUTMVP395 PLOW W/G2-60-1342

OPTIONS NOT INCLUDED IN PRICE:

Cast skid shoes (43088)
Deflector kit, 10" (41810)
Deflector kit, 18" (41811)
Back drag edge (44283-3)
Curb guard kit (43885)
Wing extension kit (43510-1)
Blade stop kit (43082-1)
LED headlights (72525)
Cup holder control mount (82007)

ADD \$215.40
ADD \$311.80
ADD \$429.95
ADD \$337.30
ADD \$250.25
ADD \$717.40
ADD \$158.95
ADD \$419.10
ADD \$ 35.70

FURNISH AND INSTALL:

1 - TOMMY GATE G2 SERIES LIFTGATE MODEL #G2-60-1342 EA27

LOADABLE AREA	TAPER	2 PIECE FOLDING
55W X 27D	6	NO

STANDARD FEATURES

Extruded Aluminum platform
Dual Cylinder design liftgate has power on both sides of the platform, offering smooth and stable lifting and lowering - a sturdier and more powerful liftgate.
Hard chrome lift arm pins and composite bushings are maintenance-free.
The full-length molded ground and power cable provides a direct connection from the liftgate to the truck battery, ensuring solid electrical connections.
A 150 amp circuit breaker with manual reset is included with liftgate
The full-size pump and motor is enclosed with the electrical system in the liftgate's Main frame box, protected from the elements.
Standard Curb-side fixed control with steel shield includes:
Toggle style switch
Timer deactivates 90 seconds after last operation (helps prevent unauthorized use)

OPTIONS INCLUDED IN PRICE:

Installed on customers truck
Government discount
Backup camera relocated to liftgate

*** CONTINUED NEXT PAGE ***



1560 NE 44TH AVENUE
P.O. BOX 3265
DES MOINES IA 50316

QUOTE NO.: 79027
Date: 08/12/19
EXPIRES: 10/31/19
Page: 3

Sales & Service (515) 266-5189 Fax (515) 266-7878 Wats (800) 373-2887

Q U O T A T I O N

TO: NEVADA, CITY OF
STREET SHED
1402 8TH ST
NEVADA IA 50201

TRUCK INFORMATION

Year: 2019
Truck Make: FORD
Model: F350 SRW
Color:
VIN NO.:
WB: 0
CA: 0
Trans:

IUTMVP395 PLOW W/G2-60-1342

NET PRICE FOB DES MOINES \$3220.00

OPTIONS NOT INCLUDED IN PRICE:

Galvanized frame work in lieu of painted

ADD \$596.00

FURNISH AND INSTALL:

1 - WESTERN TORNADO HOPPER SPREADER MODEL 78000-1

STANDARD FEATURES

1.5 cu. yd. capacity
Pintle-chain conveyor
Dual electric motors (1/2 HP conveyor/1/3 HP spinner)
15.5" poly spinner
Dual variable speed FLEET FLEX control
Hard cover poly lids/spill guards
Two-piece top screens
Two position adjustable chute
LED CHMSL (center high mounted stop light)

OPTIONS INCLUDED IN PRICE:

Installed on customers truck - TEMP MOUNT WITH STRAPS
Pricing per state bid MA005-18177A

NET PRICE FOB DES MOINES \$5567.10

OPTIONS NOT INCLUDED IN PRICE:

Backup camera installed on rear of spreader and wired to factory system	ADD \$480.00
Central point grease kit (11763)	ADD \$137.70
Vibrator kit (76668)	ADD \$431.15
Inverted "V" kit (78150)	ADD \$349.55
Work light kit-single (99505-1)	ADD \$178.70
2nd work light kit (99732-1)	ADD \$77.35
Strobe light kit (99766)	ADD \$274.35

NOTE: SALES TAX IS NOT INCLUDED UNLESS NOTED OTHERWISE

Account No: 70727

Terms: N30

Approx Delivery Time:

Customer P.O.:

Phone Number: 515-382-5466

Fax Number: 1-515-382-5469

Salesman:

Customer:

DAVID CHIDESTER

www.truckequipmentinc.com

QUALITY PRODUCTS - DEPENDABLE SERVICE

info@truckequipmentinc.com

Item # 82
Date: 9/23/19

Matthew T. Mardesen

634 Academy Circle, #105
Nevada, Iowa 50201

Phone: (515) 230-3555
matthewmardesen@gmail.com

September 11, 2019

Mayor Brett Barker
Nevada City Council
1209 6th Street
Nevada, Iowa 50201

Re: Resignation from the City of Nevada

Dear Mayor Barker and the Nevada City Council,

In 2019, my wife Joni and I realized the importance of being closer to our aging parents. In consideration, I have been presented with an opportunity to become the next Chief of Staff with the City of Council Bluffs that we feel is best for our family at this time. Therefore, I ask that you to please accept this letter as my formal resignation as the City Administrator with the City of Nevada.

I would like to thank you for the opportunity to serve the City of Nevada for the last two and a half years. I've greatly enjoyed and appreciated the opportunities I've had in attracting new business opportunities to Nevada and pressing to bring new housing to our community. The City of Nevada is positioned to see outstanding growth and it was an experience that I will forever carry forward in my career.

In honoring my contract, my last day of employment will be November 12, 2019. During my last two months, I'll do everything possible to wrap up my duties and make the transition as smooth as possible. Please let me know if there is anything else I can do to aid during this transition. I wish the City of Nevada continued success and growth in the future.

Sincerely,



Matthew T. Mardesen, CPM

**City Administrator's Report
as of September 19, 2019**

Department Head Meeting: Department Head meeting was held on Monday, September 16th at City Hall. Enclosed is a copy of the staff agenda in the council packet.

CIASSO Training: On September 9th, 10 members of the City of Nevada and I participated in the Iowa Association of Municipal Utilities training. The training topics were Blood Borne Pathogens, Defensive Driving and Hazardous Communication. These courses are offered to our staff annually as a way to keep our staff current on the required trainings.

ICAP Board of Directors Interview: On Wednesday, September 11th, I was interviewed by a couple of the ICAP Board of Directors and given an overview of the expectations of being a board member. They also provided a calendar of the dates of the 2020 meetings, which is typically planned a year in advance. I learned that ICAP is part of a larger pool of insurers that has an office in Michigan. There is a training conference each year that focuses on the current insurance trends and issues, much like other professional organizations hold. I am one of three applicants for the ballot to represent municipalities.

ICS 100 & ICS 700 Training on 9-12-19 at Gates Hall: On September 12th, 32 city staff members and 5 other county representatives attended the ICS Training at Gates Hall. It was a difficult subject for some that are not familiar with the topic, but there was some good interaction within the small groups that was positive. Several other Nevada staff members did join the group for lunch, which was put together by Jeremy and Kerin. A big thank you goes out to the chef and all his helpers as it was a great meal and opportunity to network with city and county staff members.

Nevada Re-branding Committee: On Monday, September 16th, Mayor Barker, Shanna, and I participated in a re-branding committee meeting at the Nevada High School to view what Joe Wakeman had designed. After some discussion within the other local organizations, Mayor Barker and I would like to meet with a volunteer committee from the city to discuss the options. More to follow on this topic as we continue to evaluate our community brand possibilities.

Health Insurance Update: On September 16th, Donna, Kerin and I met with Debbie Dean to discuss the upcoming rates and options for coverage. In review, our current plans are not offered for this upcoming year. In consideration of re-classifying the firefighters as employees; along with the new hires last year, we are able to be in the 51-100 employee group insurance plans. This allowed the City to offer almost the same plans as we currently have with an estimated savings of around \$79,000 in premiums. We will continue to prepare for open enrollment this fall.

Nevada Fieldhouse RFP Update: On Monday, September 16th, the City of Nevada received 11 proposals for the fieldhouse project. Since Monday, Tim, Rhonda, Shawn Cole and I reviewed the proposals and discussed the many different possibilities each had to offer. We did have a phone conference with Jeff Harris with RMH Architects to insure everyone was understanding of all of the items included. The internal group recommended RMH Architects to the Nevada Park Board. On Wednesday, the Nevada Park board approved the recommendation of RMH Architects.

Burke Sewer Line Issue Phone Conference: On Tuesday, September 17th, I participated in a phone conference with representative from Burke and HR Green to discuss a sewer flow issue that has been discovered during the Burke expansion. There are two restricted areas along South D Ave that could create volume issues. After some review, HR Green and Burke are working to place a new sewer main along 14th Street, north to South B Ave that will have plenty of capacity. This new main would be at the developer's expense.

Burke Development Agreement Phone Conference: On Tuesday, September 17th, I participated in a phone conference with Burke representatives and John Danos as we continue to work through the draft development agreement. I believe we have agreed that we can get all of the items included in the agreement with an explanation of how to calculate the Burke portion of the waste water treatment facility when we actually know what the true cost will be for the project.

State of Iowa Auditors Exit Interview: On September 17th, Mayor Barker, City Clerk Kerin Wright and I met with Senior Auditor Ashley Moser to discuss the findings in this year's audit. Overall, a good audit report pending official management review.

South Glen Development Concern: On Wednesday, September 18th, Shawn Cole and I met with Joe Rude who lives on Shagbark about the re-zoning process used by the City. Joe was concerned that the public did not have an opportunity to share their concern. Shawn indicated that there were area residents at the P&Z meeting who shared their concerns with the P&Z Board. We also shared that the Council will be having a public hearing on October 14, 2019 at 6:00 pm. We also offered Joe the opportunity to respond to any of his additional questions he may have prior to the public hearing.

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

September 25th to 27th – Iowa League of Cities Annual Conference in Dubuque
October 1st & 2nd – Nevada Main Street Program Visit
October 4th – NEDC Executive Board Planning Retreat at Almaco
October 10th -11th – ICS 300 Training in Ames

STAFF MEETING AGENDA

Monday, September 16, 2019

9:00 A.M

City Hall Conference Room

A. Welcome/Handouts:

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

1. Staff Reports – Include meeting minutes and permits with packet and reports
 - a. 1st Meeting – Shanna, Ric and Kerin
 - b. 2nd Meeting – Shawn, Mike and Tim
2. Memo vs. Action Form –
 - a. Memo – Updates, Old Business, Resolutions
 - b. Action Form – Discussion, New Business, and Purchases
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:

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 – *Certificates due by 9-30-19, please send a copy to CA Mardesen for personnel file.*

D. W Ave & S D Ave Paving – *work started on South D Ave; W Ave had one calls last week, will be starting soon.*

E. South Glen Development – *City contract still pending a response from Jim LaPlant*

F. Budget – *CIP Planning to begin asap as we will try to get as much budget work done prior to resignation.*

New Business

- A. Next 60 Days – Goals, priorities, issues? *IDOT Hwy 30 plan' Burke Agreement: Health insurance*
- B. Iowa League of Cities Conference – *Wednesday, September 25th through Friday, September 27th.*

Updates

- A. Public Safety-Police – *NPSP management at Chief Conference in Ames; working on RMS System RFP; getting ready to order 1 patrol car; looking at budget for computers in the cars; Officer Springer last day 9-30-19, reserved 1 spot at ILEA for Jan 2020.*
 - a. Fire – *Preparing for a house burn in town, working with auditor's ref the segregation of duties for the EMS treasurer.*
- B. Library – *out of state applicant will be in town on Thursday, Cindy last day is 9-27-19; Conference 1st week of October.*
- C. Park and Rec/Wellness – *Cooper was at SCORE last Fri to do some final grading, seeding next week. Prep for winter sports.*
- D. Public Works – *Jayson attended Safety training, enrolled in a 30-hour WWT course at DMACC, should be able to test in Jan for Grade 1 Operator.*
- E. Streets Department – *busy fixing street with patcher, now has 60 hours.*
- F. Water Plant – *flushing hydrants next month*
- G. P&Z/Projects Update – *helping w/Burke sewer line issue at S D Ave; sidewalk letters go out this week. On Vac next week*
- H. City Clerk – *sent out reminders for CIP; be thinking about codes that need changed for re-codification.*

Adjourn: Next Meeting: Monday, October 7, 2019 at 9:00 am



September - 2019

To: Mayor, Brett Barker
Nevada City Council
City Administrator, Matt Mardesen

From: Tim Hansen, Director of Parks and Recreation

Re: General Information Report

- Reviewed RFP's for Architectural Services for Field House project at SCORE.
- Winterizing the pool and finishing up leak testing. All piping under the pool tested well, but we will need to repair some expansion joints in the gutter system. We will receive a quote on that work in the next couple of weeks.
- Staff has started spraying for weed control in city parks, cemetery, and various city properties around town. This will continue through September and October.
- Moved tables for Lincoln Highway Days and associated events.
- Fall programs are going well and staff is planning for winter programs.
- Koester Construction still has a number of items to complete on the punch list for the high school baseball field project. We had a productive follow up meeting with Koester and the engineers on September 11th. Paul Koester, Owner of Koester Construction, was on hand for the meeting. Dave Kroese, School Building & Grounds, is working through these items. The seeding contractor should be in this fall to do the seeding on the city's portion of the water sewer line work; however, there is still some additional grading work needed before seeding.
- Harrison Concrete is getting close to being done with the trail repairs. He is down to about 3 smaller spots at SCORE, and then will be done.
- Attended safety training on September 9th.
- Hosted a tour of SCORE for the Iowa Parks and Recreation Association Fall Workshop on September 10th.
- Staff attended Incident Command training on September 12th.
- Code review for Parks & Recreation/Cemetery/Gates Hall.
- Working on Equipment Revolving budget.
- Staff evaluations.
- Staff, City Council, and Safety meetings.

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



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

Date: Tuesday, September 17, 2019

Alpha Omicron Pi Sorority
Hunter Pace
Alpha Omicron Pi Social Chairperson
2007 Greeley St
Ames, IA 50014
C: 651-210-3359
hpacer@iastate.edu

Reference: Sorority Event on Friday, October 18th, 2019

Dear Hunter,

You are requesting to have Nevada Public Safety Department {NPSD} to provide Police Services for a Semi-Formal event. This event is to take place at the Ames Elks Lodge, 522 Douglas Avenue, Ames, Iowa, on Friday, October 18th, 2019, starting at about 7:00pm, concluding at 10:00pm. Attendance is estimated to be between 140 to 160 partakers; there will be approximately ten (10) monitors to assist.

Police Services are requested outside of the NPSD jurisdiction. This will require to three (3) Police Officers to be at this event, and one Police Unit. City Ordinance 510.9(7) and 510.9(9) establish fees for this service. The costs for these services are listed below:

• 3 Police Officers:	\$80.00 per officer per hour for 3.5hrs	\$840.00
• 1 Police Vehicle:	\$50.00 per hour for 3.5hrs	\$175.00
• Mileage:	\$.58 per mile, 17 miles round trip	<u>\$9.86</u>
• Total:		\$1,024.86

Officers will be expected to be there 6:30pm and conclude at about 10:00pm, 3.5 hours. Should officers be required to remain at your event longer than anticipated you may be responsible for additional fees and will be invoiced accordingly. Please consider this letter an Invoice for these services. This may be paid in person at the Nevada Public Safety Department, or mailed to the address listed in the letterhead of this document. A receipt will be provided to you after payment is received. These fees are required to be paid in advance of the event.

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

Respectfully,


Ricardo Martinez II
Public Safety Director
Chief of Police

CC: Matt Mardesen, Nevada City Administrator
NPSD Command Staff
Nevada Mayor & City Council

Kerin Wright

From: Ricardo Martinez
Sent: Tuesday, September 17, 2019 8:11 PM
To: Hunter Pace
Subject: Police Services
Attachments: Alpha Omicron Pi Sorority 2019 09 17.pdf

Hi Hunter,

Attached is the letter of approval. Read it over, questions let me know.

Ricardo Martinez II
Nevada Public Safety Director

Email correspondence to and from this address may be subject to the Iowa Public Records Law, Code of Iowa Chapter 22, and may be disclosed to third parties.

From: Hunter Pace [mailto:hpace@iastate.edu]
Sent: Monday, September 16, 2019 7:54 PM
To: Ricardo Martinez
Subject: Re: Police

Hello,

Not a problem, this should all work out within my budget! Could you send me the address of where you would like the check sent please.

Thank you,
Hunter Pace
hpace@iastate.edu
Alpha Omicron Pi I Social Chair

On Sep 16, 2019, at 5:08 PM, Ricardo Martinez <rmartinez@cityofnevadaaiowa.org> wrote:

Hi Hunter,

I'm sorry for not getting back to you sooner. I needed to do some research so I could let you know what we can do.

The NPSD has worked with your sorority in the past. Because of this, the NPSD is willing to consider providing Police Services for your event on Friday, October 18th, 2019, from 7:00pm and concluding at 10:00pm. Typically officers are required to be at this type of event a half hour early.

Your event is outside the City of Nevada. Since it is out of our normal jurisdiction, the rates for services are more than I had originally stated. They are as follows:

Police Services: \$80.00 per hour per officer, two hour minimum

Use of Police Veh: \$50.00 per hour plus mileage at current IRS
Standard Mileage Rate, \$.58 per miles

You will be required to pay for three (3) Police Officers. You will be required to pay for one (1) police vehicle. The police vehicle is for transportation in the event of any arrests which are made in conjunction to this event.

Total fees you will be charged are as follows:

3 Police Officers:	\$80.00 per officer per hour for 3.5hrs	\$840.00
1 Police Vehicle:	\$50.00 per hour for 3.5hrs	\$175.00
Mileage:	\$.58 per mile, 17 miles round trip	<u>\$9.86</u>
Total:		\$1,024.86

Should your event end at 10:00pm there will be no other fees. If police need to stay longer there will be additional fees which you will be invoiced afterwards at this same rate.

These fees are set by our City Council, so I don't have leeway on any of this. If you would like NPSD to provide services I will need to know by Friday, September 27th, 2019. I realize this is an expensive outing and if you would like to check with other policing agencies I understand. Thank you for your consideration and if you have questions please let me know.

Ricardo Martinez II

Nevada Public Safety Director

Email correspondence to and from this address may be subject to the Iowa Public Records Law, Code of Iowa Chapter 22, and may be disclosed to third parties.

From: Hunter Pace [<mailto:hpace@iastate.edu>]

Sent: Thursday, September 12, 2019 7:45 PM

To: Ricardo Martinez

Subject: Re: Police

Hello,

We will have about 140-160 people at our event and we will have 10 monitors working the event.

Thanks,

Hunter Pace

On Sep 11, 2019, at 9:23 AM, Ricardo Martinez
<rmartinez@cityofnevadaiaowa.org> wrote:

Hi Hunter,

You and I have been down this road earlier this year when you had an event at Farmhouse Gatherings here in Nevada. Consequently, I will be asking you similar type questions.

Approximately how many participants do you anticipate for this event?

How many monitors will you have working the event?

If the event is from 7:00pm & concluding at 10:00pm, the officers will be there at 6:30pm.

Police Services fee has changed. When you contracted services in March the rate was \$60 per hour per officer with a two hour minimum. The rate is now \$72 per hour per officer with a two hour minimum.

Let me know your thoughts on this.

Ricardo Martinez II

Nevada Public Safety Director

Email correspondence to and from this address may be subject to the Iowa Public Records Law, Code of Iowa Chapter 22, and may be disclosed to third parties.

From: NPSD

Sent: Wednesday, September 11, 2019 8:27 AM

To: Ricardo Martinez

Subject: FW: Police

From: Hunter Pace [<mailto:hpace@iastate.edu>]

Sent: Tuesday, September 10, 2019 9:55 PM

To: NPSD

Subject: Police

Hello,

My name is Hunter Pace and I am the social chair at Alpha Omicron Pi sorority at Iowa State. We have a semi-formal on October 18th 2019 from 7-10pm and I was wondering if it would be possible to hire 2 police officers for our event. The event is at Ames Elks Lodge in Ames, I emailed the Ames PD, however, they do not do events like this. Please email me back at hpace@iastate.edu if this is a possibility.

Thank you,

Hunter Pace

hpace@iastate.edu

Alpha Omicron Pi I Social Chair



Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

NEVADA PUBLIC SAFETY DEPARTMENT

1209 G 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

Dated: Tuesday, September 17, 2019

Main Street Nevada Board of Directors
Mayor Brett Barker
1015 6th Street
Nevada, Iowa 50201
O: 515-382-6538
M: 309-945-2110
Email: brett.barker@gmail.com

Reference: 2019 Downtown Halloween Street Closure

Dear Brett,

I received your email dated Monday, September 16th, 2019, in reference to the annual Downtown Trick or Treat. This event is scheduled for Tuesday, October 29th, 2019. Road closures are requested as follows:

- 1) Road closure from 4:00pm until 6:00pm
- 2) 6th Street from the north side of J Avenue to the south side of the intersection at Lincoln Highway
- 3) K Avenue, east of 6th Street to the north/south alley
- 4) K Avenue, west of 6th Street to the north/south alley

Request is approved.

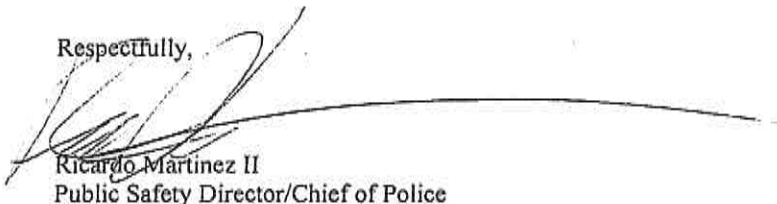
Be prepared to allow emergency vehicles access to the closed area if necessary. Please inform businesses and residents of the closures. This fosters cooperation and reduces the likelihood of complains.

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

Per your email, Main Street Nevada will provide barricades and volunteers at each road closure wearing Main Street owned safety vests. However, if you do need any additional equipment, you will need to contact Nevada Public Works Superintendent Jeremy Rydl. Mr. Rydl can be reached weekdays between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. **You should make this request well in advance to allow work staff the time to assist you with this request.** There are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

This scanned copy should suffice for any questions or issues which may arise. If you would like an original signed copy please let me know.

Respectfully,



Ricardo Martinez II
Public Safety Director/Chief of Police

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

Kerin Wright

From: Brett Barker <brett.barker@gmail.com>
Sent: Monday, September 16, 2019 3:51 PM
To: Ricardo Martinez
Subject: Downtown Trick or Treat

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

Director Martinez,

I am writing on behalf of the Main Street Nevada Board of Directors. With the transition of the Chamber, the Main Street program would like to continue with the tradition of Downtown Trick or Treat. This year's event will be Tuesday, October 29 from 4:30-6:00 PM. We would like to request road closure of 6th St between J and L Avenue and also K Avenue for half a block on each side of 6th Street. Main Street Nevada will provide barricades and volunteers at each road closure wearing Main Street owned safety vests. Closure would be from 4:00 PM to 6:00 PM to allow time to setup downtown. Please let me know if you have any questions or concerns.

Thanks,

Brett

Brett H. Barker, Pharm.D.