

****There will be a reception for Luke Spence to Thank him for his service to the community from 5:00 – 6:00 p.m. before the council meeting begins.**



**AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, DECEMBER 13, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET**

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

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQl9ML0ZOeEIOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, December 13, 2021

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. Development Agreement with Evie and Seth Peterson
 1. Public Hearing, on Proposed Development Agreement with Evie and Seth Peterson
 2. Resolution No. 033 (2021/2022): A Resolution approving Development Agreement with Evie and Seth Peterson, Authorizing Annual Appropriation Tax Increment

Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

- B. Development Agreement with JLA, LLC and Kathy Kockler
 - 1. Public Hearing, on Proposed Development Agreement with JLA, LLC and Kathy Kockler
 - 2. Resolution No. 034 (2021/2022): A Resolution approving Development Agreement with JLA, LLC and Kathy Kockler, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- C. Amend Nevada City Code of Ordinances, Chapter 3, Precincts/Wards
 - 1. Public Hearing
 - 2. Ordinance No. 1020 (2021/2022): An Ordinance to Amend the Code of Ordinances of the City of Nevada, Iowa, 2006, by Repealing Chapter 3 (Precincts/Wards), Section 3.01 (Division into Precincts/Wards) and Re-Adopting Said Chapter and Section as Revised for the purpose of Reprecincting in Response to the 2020 Census and Establishing an Effective Date, First Reading
 - 3. Due to requirements of the State, Ordinance No. 1020 (2021/2022), 2nd and 3rd Readings to be suspended per Section 380.3, Code of Iowa, and approve the second and third readings of Ordinance No. 1020 (2021/2022).
 - 4. Resolution No. 035 (2021/2022): A Resolution to approve the Memorandum of Agreement with Story County for combining census blocks
- D. Recodification of the Nevada City Code of Ordinances, 2021
 - 1. Public Hearing
 - 2. Ordinance No. 1021 (2021/2022): An Ordinance Adopting the "Code of Ordinances of the City of Nevada, 2021"
- 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 November 22, 2021
 - B. Approve Minutes of the Special Meeting held on November 29, 2021
 - C. Approve Payment of Cash Disbursements, including Check Numbers 76903-77022 and Electronic Numbers 1028-1041 (Inclusive) Totaling \$1,110,499.11 (See attached list) and Great Western Bank Credit Card purchases in the amount of \$4,355.55
 - D. Approve Financial Reports for Month of October 2021
 - E. MetroNet Business Agreement for Internet Service
 - F. Accept the Canvass of Votes from Story County Auditor for the November 2, 2021 Election
 - G. Approve Renewal of Class E Liquor License, Class B Native Wine Permit, and Sunday Sales Privileges for Good & Quick Co., 519 Lincoln Hwy, Effective December 5, 2021
 - H. Approve Renewal of Class "C" Liquor License and Sunday Sales Privileges for MiCasta, 1115 6th St, Effective December 15, 2021
 - I. Approval of Garbage Licenses for 2022
 - 1. Waste Management
 - 2. Jerry's Sanitation
 - 3. Arends Sanitation
 - 4. Aspen Waste

6. MAYOR'S APPOINTMENTS

A. Appoint Kris Corbin to the Historic Preservation Commission, term expires 6/30/2024

7. 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. Present Letter of Commendation for Paramedic Ray Beaty, member of the Nevada Volunteer Fire/EMS Department

B. Oath of Office for Incoming Mayor and Council Members

8. OLD BUSINESS

A. Approve Pay Request No. 6 for the Wastewater Treatment Facility Project-Phase 2 in the amount of \$731,644.15

9. NEW BUSINESS

A. Resolution No. 036 (2021/2022): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2022 Street Improvements Project and the taking of bids therefor

B. Approve Purchase of Portable Radios for the Street and Water Department

C. Resolution No. 037 (2021/2022): A Resolution to Approve Memorandum of Agreement with the Iowa Statewide Interoperable Communications System Board (ISICSB) to radio communications for Public Works

D. Approve NEW Class B Liquor License, Class B Native Wine Permit, for Farmhouse Catering, L.C. d/b/a Cozy Home & Table, 1005 6th Street, Effective December 13, 2021

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

11. ADJOURN

The agenda was posted on the official bulletin board on December 9 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2021-2022\2021-12-13.DOC



MEMO
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, DECEMBER 13, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

8. OLD BUSINESS

- A. Approve Pay Request No. 6 for the Wastewater Treatment Facility Project-Phase 2 in the amount of \$731,644.15
Enclosed you shall see pay request 6. from HR Green for phase 2 of the WWTF project.

9. NEW BUSINESS

- A. Resolution No. 036 (2021/2022): A Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2022 Street Improvements Project and the taking of bids therefor
Enclosed you shall find documents outlining a resolution for proposed plans and specifications on 2022 street plans.
- B. Approve Purchase of Portable Radios for the Street and Water Department
Enclosed you shall find an action form for portable radios in order to help with the efficiency of communication for the Public Works department.
- C. Resolution No. 037 (2021/2022): A Resolution to Approve Memorandum of Agreement with the Iowa Statewide Interoperable Communications System Board (ISICSB) to radio communications for Public Works
Enclosed you shall find the resolution and agreement for the city to enter into the Iowa Statewide Interoperable Communications System Board to provide mobile coverage across Iowa.
- D. Approve NEW Class B Liquor License, Class B Native Wine Permit, for Farmhouse Catering, L.C. d/b/a Cozy Home & Table, 1005 6th Street, Effective December 13, 2021
Enclosed you shall see a permit to allow and sell liquor at the above said location.

RESOLUTION NO. 033 (2021/2022)

Resolution Approving Development Agreement with Evie and Seth Peterson,
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 Evie and Seth Peterson (the "Developers") has been prepared in connection with the redevelopment of an existing commercial building, such building to include catering, office and conference space, in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide (i) an economic development grant to the Developers in the amount of \$15,000; and (ii) annual appropriation incremental property tax payments to the Developers in a total amount not exceeding \$20,000; 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 December 13, 2021, 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 the Developers.

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 a subfund (the "Evie and Seth Peterson Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1107205700.

Section 5. The City hereby pledges to the payment of the Agreement the Evie and Seth Peterson Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Evie and Seth Peterson Subfund 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, Iowa to evidence the continuing pledging of the Evie and Seth Peterson Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County 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 December 13, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

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On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk



December 6, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: Evie and Seth Peterson Development Agreement
File No. 420131-102

Dear Kerin:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Evie and Seth Peterson, 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, Erin Regan, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and Seth and Evie Peterson (together, the "Developers") as of the ____ day of _____, 2021 (the "Commencement Date").

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

WHEREAS, the Developers own certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Developers have undertaken the redevelopment of an existing building on the Property ("the Project") into a mixed-use building, including catering, office and conference space (the "Commercial Space"); and

WHEREAS, the Developers have requested that the City provide financial assistance in the form of an economic development grant (the "Economic Development Grant") and incremental property tax payments to be used by the Developers in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the "Base Valuation") of the Property shall be the assessed taxable valuation of the Property as of January 1, 2022; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; 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;

NOW THEREFORE, the parties hereto agree as follows:

A. Developers' Covenants

1. Project. The Developers agree to undertake the Project on the Property. The Developers agree to construct the Project in accordance with the requirements of the Main Street Iowa Challenge Grant program (the "Challenge Grant Program") as set forth in Exhibit B hereto and in substantial conformance with the City's zoning, land use, building and safety codes and regulations. The Developers further agree to substantially complete such construction by no later than December 31, 2022.

The Developers agree to ensure that the Commercial Space is used in the business operations of the Developers (the "Operational Requirement") throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Commercial Space is being used as part of the Developers' business operations if (i) the Commercial Space is being used as part of the ongoing business operations of one more commercial enterprise(s), or (ii) the

Commercial Space is actively available for lease in the ongoing business operations of one or more commercial enterprise(s).

Further, the Developers agree to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Ownership of Property; Use of Project; Developers' Annual Report.** The Developers agree to submit an annual report (the "Annual Report") to the satisfaction of the City by no later than each October 15th during the Term commencing October 15, 2023, demonstrating that (i) the Operational Requirement is being met; (ii) the Developers own the Property, including the Project; and (iii) the Developers are in compliance with the terms of the Challenge Grant Program. The Developers agree to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

3. **Property Taxes.** The Developers agree to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit a receipt or cancelled check in evidence of each such payment.

4. **Property Tax Payment Certification.** For purposes of this Agreement, "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

The Developers agree to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the "Developers' Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Developers' Estimate, the Developers will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developers' Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any

incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Developers in completing the Worksheet required under this Section A.4.

5. **Grant Disbursement Request.** At such time that the Developers have incurred costs equal to at least \$15,000, the Developers agree to submit a grant disbursement request (the "Grant Disbursement Request") to the City to request disbursement of the proceeds of the Economic Development Grant. The Grant Disbursement Request shall be accompanied by documentation (the "Costs Documentation") detailing the costs (the "Project Costs") incurred in completion of the Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Project Costs detailed in the Costs Documentation were in fact incurred in the construction of the Project and that such Project Costs are of an amount reasonably to have been expected with respect to the Project. The Grant Disbursement Request submitted under this Section A.5 shall be in the form attached hereto as Exhibit D.

6. **Default Provisions.**

A. **Events of Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developers to complete construction of the Project pursuant to the terms and conditions of this Agreement and the Challenge Grant Program.
- II. Failure by the Developers to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developers to fully and timely remit payment of property taxes when due and owing.
- IV. Failure by the Developers to maintain compliance with Sections A.2, A.4 and A.5 of this Agreement.
- V. Failure by the Developers to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. **Notice and Remedies.** Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developers describing the cause of the default and the steps that must be taken by the Developers in order to cure the default. The Developers shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developers fails to cure the default or provide assurances, the City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.

- II. Withhold disbursement of the proceeds of the Economic Development Grant provided for under Section B.1.
- III. Withhold the Payments provided for under Section B.2 below.

7. **Legal and Administrative Costs.** The Developers hereby acknowledge that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developers agree that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$4,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. **Economic Development Grant.** Within thirty (30) days of receipt by the City from the Developers of a satisfactory Grant Disbursement Request, the City agrees to advance the proceeds of the Economic Development Grant to the Developers in an amount equal to \$15,000.

2. **Payments.** In recognition of the Developers' obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Developers during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$20,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2023. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2025 and continuing to, and including, June 1, 2029, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2023, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal

year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developers’ Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Developers will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment shall not render this Agreement null and void, and the Developers shall make the next succeeding submission of the Developers’ Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2029.

4. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2025, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2023) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

5. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developers’ rights to receive the Payments hereunder may be assigned by the Developers to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2029 or on such earlier date upon which the aggregate sum of Payments made to the Developers equals the Maximum Payment Total.

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

The City and the Developers 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

SETH PETERSON

EVIE PETERSON

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1107205700.

EXHIBIT B
CHALLENGE GRANT PROGRAM REQUIREMENTS

EXHIBIT C
DEVELOPERS' ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2022):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____ /1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage = Developers' Estimate (\$_____).

Payment Year	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

RESOLUTION NO. 034 (2021/2022)

Resolution Approving Development Agreement with JLA, LLC and Kathy Kockler, 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 JLA, LLC and Kathy Kockler (the "Developers") has been prepared in connection with the redevelopment of a mixed-use building, including commercial retail space, in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide (i) an economic development grant to the Developers in the amount of \$20,000; and (ii) annual appropriation incremental property tax payments to the Developers in a total amount not exceeding \$20,000; 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 December 13, 2021, 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 the Developers.

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 a subfund (the "JLA, LLC and Kathy Kockler Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1107205800.

Section 5. The City hereby pledges to the payment of the Agreement the JLA, LLC and Kathy Kockler Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the JLA, LLC and Kathy Kockler Subfund 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, Iowa to evidence the continuing pledging of the JLA, LLC and Kathy Kockler Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County 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 December 13, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • • •

On motion and vote the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk



December 7, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, IA

Re: JLA, LLC and Kathy Kockler Development Agreement
File No. 420131-102

Dear Kerin:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with JLA, LLC and Kathy Kockler, 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, Erin Regan, or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Jordan Cook

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Nevada, Iowa (the "City") and JLA, LLC and Kathy Kockler (together, the "Developers") as of the ____ day of _____, 2021 (the "Commencement Date").

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

WHEREAS, the Developers own certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Developers have undertaken the redevelopment of an existing building on the Property ("the Project") into a mixed-use building, including commercial retail space (the "Commercial Space"); and

WHEREAS, the Developers have requested that the City provide financial assistance in the form of an economic development grant (the "Economic Development Grant") and incremental property tax payments to be used by the Developers in paying the costs of undertaking the Project; and

WHEREAS, the City submitted a grant application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Grant (the "Catalyst Grant") for the Project; and

WHEREAS, the Catalyst Grant application (the "Grant Application") was approved for the Project by IEDA and accepted by the City upon the terms and conditions set out by IEDA in the contract (the "Catalyst Grant Contract") attached hereto as Exhibit B; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base valuation (the "Base Valuation") of the Property shall be the assessed taxable valuation of the Property as of January 1, 2022; and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; 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;

NOW THEREFORE, the parties hereto agree as follows:

A. Developers' Covenants

1. **Project.** The Developers agree to undertake the Project on the Property. The Developers agree to construct the Project in accordance with the Catalyst Grant Contract and in substantial conformance with the City's zoning, land use, building and safety codes and

regulations. The Developers further agree to substantially complete such construction by no later than June 24, 2023.

The Developers agree to ensure that the Commercial Space is used in the business operations of the Developers (the “Operational Requirement”) throughout the Term (as hereinafter defined) of this Agreement. For purposes of this Agreement, the Commercial Space is being used as part of the Developers’ business operations if (i) the Commercial Space is being used as part of the ongoing business operations of one more commercial enterprise(s), or (ii) the Commercial Space is actively available for lease in the ongoing business operations of one or more commercial enterprise(s).

Further, the Developers agree to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

2. **Catalyst Grant Contract.** The Developers agree to comply with the terms of the Catalyst Grant Contract throughout the Term (as hereinafter defined) of this Agreement. The Developer agrees that the proceeds of the Catalyst Grant will be disbursed in accordance with the Catalyst Grant Contract.

3. **Ownership of Property; Use of Project; Developers’ Annual Report.** The Developers agree to submit an annual report (the “Annual Report”) to the satisfaction of the City by no later than each October 15th during the Term commencing October 15, 2024, demonstrating that (i) the Operational Requirement is being met; (ii) the Developers own the Property, including the Project; and (iii) the Developers are in compliance with the terms of the Catalyst Grant Contract. The Developers agree to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

4. **Property Taxes.** The Developers agree to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term (as hereinafter defined) and to submit a receipt or cancelled check in evidence of each such payment.

5. **Property Tax Payment Certification.** For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

The Developers agree to certify to the City by no later than October 15 of each year, commencing October 15, 2024, an amount (the “Developers’ Estimate”) equal to the estimated

Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property factored by the Annual Percentage. In submitting each such Developers' Estimate, the Developers will complete and submit the worksheet (the "Worksheet") attached hereto as Exhibit C. The City reserves the right to review and request revisions to each such Developers' Estimate to ensure the accuracy of the figures submitted. The Developers shall specify in each Worksheet whether the Payments (as hereinafter defined) shall be issued to JLA LLC or Kathy Kockler.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Developers in completing the Worksheet required under this Section A.5.

6. **Grant Disbursement Request.** At such time that the Developers have incurred costs equal to at least \$20,000, the Developers agree to submit a grant disbursement request (the "Grant Disbursement Request") to the City to request disbursement of the proceeds of the Economic Development Grant. The Grant Disbursement Request shall be accompanied by documentation (the "Costs Documentation") detailing the costs (the "Project Costs") incurred in completion of the Project, including invoices, and such other documentation as may reasonably be requested by the City, confirming that the Project Costs detailed in the Costs Documentation were in fact incurred in the construction of the Project and that such Project Costs are of an amount reasonably to have been expected with respect to the Project. The Grant Disbursement Request submitted under this Section A.6 shall be in the form attached hereto as Exhibit D.

7. **Default Provisions.**

A. **Events of Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Developers to complete construction of the Project pursuant to the terms and conditions of this Agreement and the Catalyst Grant Contract.
- II. Failure by the Developers to maintain compliance with the Operational Requirement pursuant to the terms and conditions of this Agreement.
- III. Failure by the Developers to fully and timely remit payment of property taxes when due and owing.

- IV. Failure by the Developers to maintain compliance with Sections A.2, A.3, A.5 and A.6 of this Agreement.
- V. Failure by the Developers to observe or perform any other material covenant on its part, to be observed or performed hereunder.

B. **Notice and Remedies.** Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developers describing the cause of the default and the steps that must be taken by the Developers in order to cure the default. The Developers shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developers fails to cure the default or provide assurances, the City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- II. Withhold disbursement of the proceeds of the Economic Development Grant provided for under Section B.1.
- III. Withhold the Payments provided for under Section B.2 below.

8. **Legal and Administrative Costs.** The Developers hereby acknowledge that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Developers agree that the City shall withhold an amount (the "Admin Withholding Amount") equal to the lesser of (1) \$4,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. **Economic Development Grant; Catalyst Grant.** Within thirty (30) days of receipt by the City from the Developers of a satisfactory Grant Disbursement Request, the City agrees to advance the proceeds of the Economic Development Grant to the Developers in an amount equal to \$20,000.

The City further agrees to advance proceeds of the Catalyst Grant in accordance with the Catalyst Grant Contract.

2. **Payments.** In recognition of the Developers' obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Developers during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term (as hereinafter defined) shall not exceed \$20,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments hereunder, the City shall retain an amount equal to the Admin Withholding Amount from the Incremental Property Tax Revenues received with respect to the Property. Once such amount has been withheld, the Payments shall be funded as described herein.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage factored against the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2024. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2026 and continuing to, and including, June 1, 2030, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

3. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2024, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developers' Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Developers will have no rights whatsoever to compel the City to make such Payment or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Developers shall make the next succeeding submission of the Developers' Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2030.

4. Payment Amounts. Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2026, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2024) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

5. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

6. Waiver of Building Permit Fees. The City agrees to waive the building permit fee for the Project.

C. Administrative Provisions

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developers' rights to receive the Payments hereunder may be assigned by the Developers to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2030 or on such earlier date upon which the aggregate sum of Payments made to the Developers equals the Maximum Payment Total.

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

The City and the Developers 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

JLA LLC

By: _____
[Name, Title]

KATHY KOCKLER

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1107205800.

EXHIBIT B
CATALYST GRANT CONTRACT

EXHIBIT C
DEVELOPERS' ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$ _____.
- (3) Base Taxable Valuation of Property (January 1, 2022):
\$ _____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$ _____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ _____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ _____ x \$ _____ /1000 = \$ _____ (the "TIF Estimate")
- (7) TIF Estimate (\$ _____ x Annual Percentage = Developers' Estimate (\$ _____).

Payment Year	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

Please direct the Payments to _____.

EXHIBIT D
FORM OF GRANT DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Grant Amount Requested \$ _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Required Improvements.

[JLA LLC] OR [KATHY KOCKLER]

By: _____

Title: _____

Reviewed and accepted by the City of Nevada, Iowa this _____ day of _____, 20__.

By: _____
City Administrator

Proof Of Publication in
NEVADA JOURNAL

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

CITY OF NEVADA
PH Notice Reprecincting 2021

was published in said newspaper 1 time(s) in issues dated:

December 02, 2021

the last day of said publication being the
2nd day of December, 2021

#1435350
PUBLIC NOTICE

Public Notice is hereby given that
the Council of the City of Nevada,
Iowa, will conduct a public hear-
ing to consider amendments to
the Code of Ordinances of the City
of Nevada, Iowa, by amending/
repealing Chapter 3, Precincts/
Wards. Re-adopting said Chapter
for the purpose of Reprecincting
in response to the 2020 Census
and establishing an effective date.
A copy of the proposed amend-
ment to the Code of Ordinances of
the City of Nevada, Iowa is availa-
ble on the City of Nevada's web-
site and in the City Clerk's office.
Said public hearing will be held on
Monday, December 13, 2021, at
6:00 p.m. in the Council Chambers
of City Hall, Nevada, Iowa, 1209
6th Street, Nevada, Iowa 50201, at
which time persons may appear
for or against the adoption of said
Municipal Code proposal.

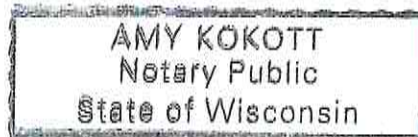
KerIn Wright, City Clerk

Published in the Nevada Journal
on December 2, 2021 (1T)

Linda Tuttt
Legal Clerk
Amy Kokott
Notary Public, State of Wisconsin, County of Brown
10/30/2025
My commission expires

sworn to before me and subscribed in my presence by this the 2nd
day of December, 2021

FEE: \$16.00
AD #: 0001435350
ACCT: 37490



Prepared by/Return to: City of Nevada, Kerin Wright, 1209 6th Street, P O Box 530,
Nevada IA 50201-0530 (515) 382-5466

ORDINANCE NO. 1020 (2021/2022)

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2006, BY REPEALING CHAPTER 3 (PRECINCTS/WARDS), SECTION 3.01 (DIVISION INTO PRECINCTS/WARDS) AND RE-ADOPTING SAID CHAPTER AND SECTION AS REVISED FOR THE PURPOSE OF REPRECINCTING IN RESPONSE TO THE 2020 CENSUS AND ESTABLISHING AN EFFECTIVE DATE

Be it enacted by the City Council of the City of Nevada, Iowa:

SECTION 1. The Code of Ordinances of the City of Nevada, Iowa, shall be and is hereby amended by repealing Chapter 3, Section 3.01, Paragraphs 1, 2, 3, and 4 under Chapter 3 and re-adopting said section and paragraphs as revised to state as follows:

**CHAPTER 3
PRECINCTS/WARDS**

3.01 DIVISION INTO PRECINCTS/WARDS. The City is divided into four precincts/wards described as follows:

1. **First Precinct - Ward 1.** The area bounded by the following description, proceeding generally in a counter-clockwise direction:

Beginning at the intersection of X Avenue and 5th Street, thence south along the centerline of 5th Street to the centerline of S Avenue, thence east along the centerline of S Avenue to the centerline of 6th Street, thence south along the centerline of 6th Street to the centerline of M Avenue, thence east along the centerline of M Avenue to the centerline of 7th Street, thence south along the centerline of 7th Street to the centerline of J Avenue, thence east along the centerline of J Avenue to the centerline of 10th Street, thence south along the centerline of 10th Street to H Avenue, thence east along the centerline of

H Avenue to 19th Street, thence north along the centerline of 19th Street to its intersection with the corporate limits on the north right-of-way of Lincoln Highway, thence along the corporate limits to the intersection of X Avenue and 5th Street and the point of beginning.

2. **Second Precinct - Ward 2.** The area bounded by the following description, proceeding generally in a clockwise direction:

Beginning at the intersection of W 3rd Street (S-14) and X Avenue, thence east along the corporate limits to the centerline of 5th Street, thence south along the centerline of 5th Street to the centerline of S Avenue, thence east along the centerline of S Avenue to the centerline of 6th Street, thence south along the centerline of 6th Street to the centerline of M Avenue, thence east along the centerline of M Avenue to the centerline of 7th Street, thence south along the centerline of 7th Street to the centerline of J Avenue, thence east along the centerline of J Avenue to the centerline of 8th Street, thence south along the centerline of 8th Street to the centerline of G Avenue, thence west along the centerline of G Avenue to the centerline of 3rd Street, thence north along the centerline of 3rd Street to the centerline of H Avenue, thence west along the centerline of H Avenue to the centerline of 1st Street, thence north along the center line of 1st Street to the centerline of West I Avenue, thence west along the centerline of West I Avenue to the center line of W. 3rd Street (S-14), thence south along the centerline of W 3rd Street (S-14) to West Indian Creek, thence north and west along the channel of West Indian Creek to its intersection with the corporate limits on the north right-of-way of West Lincoln Highway, thence along the corporate limits to the intersection of West 3rd Street and X Avenue and the point of beginning.

3. **Third Precinct - Ward 3.** The area bounded by the following description, proceeding generally in a counter-clockwise direction:

Beginning at the intersection of the centerlines of G Avenue and 7th Street, thence west along the centerline of G Avenue to the centerline of 3rd Street, thence north along the centerline of 3rd Street to the centerline of H Avenue, thence west along the centerline of H Avenue to the centerline of 1st Street, thence north along the centerline of 1st Street to the centerline of W I Avenue, thence west along the centerline of W I Avenue to the centerline of W 3rd Street, thence south along the centerline of W 3rd Street (S-14) to West Indian Creek, thence north and west along the channel of West Indian Creek to its intersection with the corporate limits on the north right right-of-way of West Lincoln Highway, thence west along West Lincoln Highway, thence following the corporate limits to the intersection of the north right-of-way of 220th Street, thence west following the corporate limits the centerline of Potter Avenue, thence south along Potter Avenue to the centerline of Lincoln Highway, thence east, following the corporate limits along Lincoln Highway to the centerline of W 18th Street, thence south along the centerline of W 18th Street to the north right-of-way line of US Highway 30, thence following the corporate limits to the centerline of SW 3rd Street, thence north along the centerline of SW 3rd Street, thence following the corporate limits to the West

Indian Creek, thence north and west along the channel of West Indian Creek to the centerline of 8th Street, thence north on 8th Street to the centerline of B Avenue, thence west on B Avenue to the centerline of 7th Street, thence north on the centerline of 7th Street to the centerline of G Avenue and the point of beginning.

4. **Fourth Precinct - Ward 4.** The area bounded by the following description, proceeding generally in a clockwise direction:

Beginning at the intersection of the centerlines of 8th Street and J Avenue, thence east along the centerline of J Avenue to the centerline of 10th Street, thence south along the centerline of 10th Street to the centerline of H Avenue, thence east along the centerline of H Avenue to the centerline of 19th Street, thence south along the centerline of 19th Street to S 19th Street, thence south along the centerline of S 19th Street to the corporate limits, thence following the corporate limits to West Indian Creek, thence following the channel of West Indian Creek to the centerline of 8th Street, thence north along the centerline of 8th Street to B Avenue, thence west along the centerline of B Avenue to the centerline of 7th Street, thence north along the centerline of 7th Street to the centerline of G Avenue, thence east along the centerline of G Avenue to 8th Street, thence north along the centerline of 8th Street to the centerline of J Avenue and the point of beginning.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, 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 4. WHEN EFFECTIVE. This ordinance shall be in effect for city elections for city council seats occurring after January 15, 2022, approval and publication as provided by law.

Passed and approved by the Nevada City Council on the 13th day of December, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

PUBLIC HEARING Scheduled: on November 29, 2021 for December 13, 2021.
Published on December 2, 2021 in the Nevada Journal.

1st Reading – December 13, 2021

Motion by Council Member __, seconded by Council Member __, to adopt the first reading of Ordinance No. 1020 (2011/2012).

AYES:

NAYS:

ABSENT:

2nd and 3rd Readings – Waived December 13, 2021

Motion by Council Member __, seconded by __, to suspend the provisions of Section 380.3, Code of Iowa, and waive the second and third readings of Ordinance No. 1020 (2021/2022).

AYES:

NAYS:

ABSENT:

The Mayor declared Ordinance No.1020 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Ordinance No. 1020 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13th day of December, 2021.

Kerin Wright, City Clerk

w:\office\council\ordinances\2021-2022\1020-reprecincting.doc

Proposed New Precincts

Legend
DISTRICT
1
2
3
4

Story County digital collected data as a representation of current data. The information is not intended to be used for legal purposes. The information is provided for informational purposes only. The information is not intended to be used for legal purposes. The information is provided for informational purposes only.

Story County
Date Printed: 12/26/2013
Story County AMPS
Date of Aerial Photo: May, 2013



Ward 2

Ward 1

Ward 3

Ward 4

Kerin Wright

From: Lucy J. Martin <LMartin@storycountyia.gov>
Sent: Thursday, December 9, 2021 10:31 AM
To: Kerin Wright
Cc: Kevin C. Norris; Matt J. Boeck
Subject: draft MOA census blocks Nevada
Attachments: draft MOA census blocks Nevada.docx

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

Kerin-

Attached is the draft agreement. Please review and contact me with questions.

The agreement attaches the marooned portion of Grant Township north of Lincoln Way and east of the ethanol plant to Ward 2—these census blocks are not contiguous with their township and have to be attached to a contiguous precinct. They are also in different Iowa house and senate districts than the rest of the township.

The remainder of the agreement is to combine township territory to Nevada precincts *for voting purposes only*. These residents get a township ballot. Most of our towns are combined with township territory (e.g. Colo/New Albany). The city does not incur any cost with a blended precinct—the County pays for federal elections. For combined City-School election, the schools bear the cost of unincorporated residents.

We lost the Nevada Township polling location this year and temporarily combined it with Nevada 4 for the City-School election—it worked really well. And it allows the County to deploy resources in a more equitable way.

Lucy Martin
Story County Auditor & Commissioner of Elections
900 6th St.
Nevada, IA 50201
(515) 382-7210

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

RESOLUTION NO. 035 (2021/2022)

A RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH STORY COUNTY, IOWA AND CITY OF NEVADA, IOWA FOR COMBINING CENSUS BLOCKS

WHEREAS, the City of Nevada, Iowa (City), and Story County, Iowa (County), desire to enter into a Memorandum of Agreement (Agreement); and

WHEREAS, Cities and Counties are required to use federal census block information when defining precincts and wards for the purpose of redistricting; and

WHEREAS, The City and the County agree to combine said census blocks as stated in the attached Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Memorandum of Agreement for combining census blocks (Exhibit A attached) between the City of Nevada and Story County, Iowa. The Mayor and City Clerk is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 13th day of December, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 035 (2021/2022) be adopted.

AYES: —

NAYS: —

ABSENT: —

The Mayor declared Resolution No. 035 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 035 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13th day of December, 2021.

Kerin Wright, City Clerk
W:\Office\Council\Resolutions\2021-2022\jjj-Story Co Redist agreement.doc

Memorandum of Agreement

The parties to this agreement are the City of Nevada, Iowa ("City"), and Story County, Iowa ("County"). This agreement is entered into as of December ____, 2021.

WHEREAS:

Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county boards of supervisors are required to complete any changes in precinct and ward boundaries.

Cities and counties are required to use federal census block information when defining precincts and wards for the purposes of redistricting.

The following unincorporated federal census blocks in Grant Township are not contiguous with the township and are in the same Iowa House and Iowa Senate districts as the City of Nevada: 191690104001003, 191690104001002, 191690104001006, 191690104001005, 191690104001029

The City and the County agree to combine said census blocks with the contiguous Nevada Precinct (Ward) 2, as defined by City of Nevada, Ordinance No. 1020, into one voting precinct.

Furthermore, election precincts composed partially of unincorporated territory and partially of all or any part of an incorporated city may be established within a single county in any manner which is not contrary to *Code of Iowa* §49.3.

For voting purposes, the City and the County agree to combine the following unincorporated territory with defined City of Nevada precincts:

- Nevada Precinct (Ward) 1 and the unincorporated territory of Richland Township into one voting precinct
- Nevada Precinct (Ward) 4 and the unincorporated territory of Nevada Township into one voting precinct
- Nevada Precinct (Ward) 3 and the unincorporated territory of Grant Township, excluding federal census blocks 191690104001003, 191690104001002, 191690104001006, 191690104001005, 191690104001029, and excluding federal census blocks 191690001012063, 191690001012147, 191690001012057, 191690001012056, 191690001012058, 191690001012062, into one voting precinct.

Dated this 13th of December, 2021.

City of Nevada, Iowa

By _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

Dated this ____ of December, 2021.

County of Story, Iowa

By _____
Lisa K. Heddens, Chair, Board of Supervisors

Attest:

Lucy Martin, Auditor

Proof Of Publication In
NEVADA JOURNAL

Item # 40
Date: 12/13/21

CITY OF NEVADA
1209 6TH STREET
NEVADA, IA 502010530

STATE OF WISCONSIN, BROWN COUNTY

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

CITY OF NEVADA
2022 Code of Ordinances Public Notice

was published in said newspaper 1 time(s) in issues dated:

December 02, 2021

the last day of said publication being the
2nd day of December, 2021

Legal Clerk

Notary Public, State of Wisconsin, County of Brown

My commission expires

sworn to before me and subscribed in my presence by this the 2nd
day of December, 2021

FEE: \$61.92
AD #: 0001434675
ACCT: 37490

AMY KOKOTT
Notary Public
State of Wisconsin

#1434675
PUBLIC NOTICE

Public Notice is hereby given
that the Council of the City of Ne-
vada, Iowa, will conduct a public
hearing to consider amendments
to the Code of Ordinances of the
City of Nevada, Iowa. A copy of the
proposed amendments to the
Code of Ordinances of the City of
Nevada, Iowa is available on the
City of Nevada's website and in
the City Clerk's office. Said public
hearing will be held on Monday,
December 13, 2021, at 6:00 p.m. in
the Council Chambers of City Hall,
Nevada, Iowa, 1209 6th Street, Ne-
vada, Iowa 50201, at which time
persons may appear for or against
the adoption of said Municipal
Code proposal.

A summary of the code sections
for which proposed amendments
and/or additions are being consid-
ered are as follows:

Chapter 18—City Clerk

18.16 addition of duties for Dis-
bursements of Cemetery

18.17 addition of duties for Cus-
tody and Investment of funds

24A: Combining Parks, Recreation
and Cemetery Board

26: Cemetery Board (Deleted and
added to Chapter 24A)

27: Gates Memorial Hall Board of
Control (Deleted and added to
24A)

41.16: Public Health and
Safety—International Fire Code
updated to reflect State of Iowa

46: Minors—Cigarettes and Tobac-
co updated to legal age to 21
(State Law July 2020)

Chapter 47—Park Regulations

Deleted 47.04.6 Deleted weap-
ons and missiles to reflect state
law

47.04.15 (A)(B)(C)(D)—Updated
the use of alcohol provisions
47.04.15 (A)(B)(C)(D)

NEW Chapter 48: Mobile Food Ven-
dors

50: Nuisance Abatement
Procedure—updated terms for
abandoned and unsafe structures

51: Junk, Junk Vehicles and Machi-
nery amended

55: Animal Protection and
Control—amended to define dan-
gerous and vicious animals and
keeping of the same

61.06: Traffic Control
Devices—amended damages for
tampering with railroad traffic de-
vices

68.01: One-Way Traffic—deleted
previous Gates Hall language

Chapter 69—Parking Regulations

69.08: Added no parking on H
avenue

69.09: Deleted Gates Hall park-
ing

69.12: No overnight
Parking—Public spaces

69.19: NEW SECTION Parking on
Front, Side and Rear Yards

103: Storm Water Drainage
System—Section 4 removed re-
garding time of transfer inspec-
tions, as it is prohibited by state
code

Chapter 105—Solid Waste Control

105.02: Updated definitions for
"open burning", "recreational fire"
and "wood"

105.05: Added open burning re-
strictions for recreational fires
and agriculture fields

105.09: Added regulations for
Barbecue Recreational

106.08: Collection of Solid
Waste—amended to state that
yard waste "may" be collected

121.07: Cigarette and Tobacco
Permits—Changed legal age to 21
in accordance with state law
Chapter 136—Sidewalk Regula-
tions

136.03: amended to provide 24
hours for property owners to re-
move snow and ice

136.04: added liability clause for
failure to maintain the sidewalk

136.08: added permit require-
ment prior to making sidewalk im-
provements

136.19: added definition for
Curb Extensions

NEW Chapter 140: Parklets

145: Dangerous
Buildings—amended definition of
dangerous building; hearing and
infraction language

NEW Chapter 158: Property Main-
tenance and Rental Code

165.20(F)(3)(B): Updated 165.20-1
Table under "projecting" to reflect
"P" in table

Published in the Nevada Journal
on December 2, 2021 (17)

Kerin Wright, City Clerk

Published in the Nevada Journal
on December 2, 2021 (17)

Kerin Wright

From: Shea Coogler <andrewcoogler@gmail.com>
Sent: Thursday, December 9, 2021 1:21 PM
To: Kerin Wright
Subject: Rental Ordinance Opposition

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

Kerin,

I wanted to send a brief email regarding the upcoming reading of the rental property ordinance. I am strongly opposed to this due to the following reasons.

This will greatly increase the living expenses of Nevada's already underserved lower income families by landlords passing down higher rents. Landlords will have higher expenses and therefore increase rents to offset their costs. The higher rents will run lower income families out of the city in search of cheaper housing. The schools will decrease enrollments and thus money, the businesses that depend upon families such as restaurants, grocery, daycare etc will lose business and begin to struggle.

If this ordinance is passed it will cause a spiraling effect that will spread further throughout our city. Although intentions may seem to be to grow Nevada, it will have the opposite effect.

As a business owner in Nevada (Lil Cubs Childcare) that employees over 35 adults and has a large portion of their enrolled children (aprox half of the 140 kids enrolled) living in rental property throughout the city, a change in the ordinance could dramatically affect the quantity of daycare aged children that our center depends upon. If enrollment at the center decreases considerably it would not be out of sight that the only option down the road would be for tuition increases. This would be necessary to continue providing the quality care that is expected by the community and regulated by the state. This is just from the daycare perspective as I am sure other business owners could and should be consulted prior to an ordinance that could potentially be so devastating.

In closing, the intention of the city may be to increase the quality of housing, however the availability of affordable rental property will be dramatically decreased. With the current struggles of so many families financially, it is shocking the city would consider this change. The businesses will also struggle and eventually find themselves in situations that have very few sustainable options to continue. I urge the city to not pass the rental ordinance as written.

Please share with the council members if you believe it is appropriate.

Sincerely,

Shea Coogler

ORDINANCE NO. 1021 (2021/2022)

AN ORDINANCE ADOPTING THE "CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2021"

BE IT ORDAINED by the City Council of the City of Nevada, Iowa, that:

SECTION 1. Pursuant to published notice and following public hearing on the 13th day of December, 2021, so required by Sections 362.3 and 380.8, Code of Iowa, there is hereby adopted by the City of Nevada, Iowa, the "CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2021.

SECTION 2. All of the provisions of the "CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2021, shall be in force and effect on and after the effective date of this ordinance.

SECTION 3. All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

SECTION 4. The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing the payment of money by the City or authorizing the issuance of any bonds of said City or any evidence of said City's indebtedness or any contract or obligation assumed by said City; nor shall said repeal affect the administrative ordinances or resolutions of the Council not in conflict or inconsistent with the provisions of "THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2021," nor shall it affect the following ordinances specifically saved from repeal:

ZONING MAP ORDINANCES:

Ordinance No.	Adopted
877	March 28, 2005
884	May 9, 2005
894	October 24, 2005
940	November 10, 2008
968	January 23, 2012
983	February 9, 2015
993	April 10, 2017
1006	November 12, 2019
1012	August 24, 2020

URBAN RENEWAL ORDINANCES:

Ordinance No.	Adopted	Name of Area
700	December 18, 1989	Nevada Urban Renewal Area
722	June 15, 1992	1992 Addition to Nevada Urban Renewal Area
731	May 3, 1993	1993 Addition to Nevada Urban Renewal Area
805	December 14, 1998	Amends Description in Ordinance No. 722
872	November 8, 2004	2004 Addition to Nevada Urban Renewal Area
897	December 2, 2005	2005 Addition to Nevada Urban Renewal Area
942	November 24, 2008	2008 Addition to Nevada Urban Renewal Area
946	March 23, 2009	Delete Property, Nevada Urban Renewal Area
956	October 26, 2009	Amends 946 Property in Ord No 722 & 731
969	January 23, 2012	2012 Addition to Nevada Urban Renewal Area
992	December 12, 2016	2016 Addition to Nevada Urban Renewal Area
1013	October 12, 2020	2020 Addition to Nevada Urban Renewal Area

URBAN REVITALIZATION ORDINANCES:

Ordinance No.	Adopted	Name of Area
724	August 17, 1992	Nevada Residential Revitalization Area
1014	October 26, 2012	Amend Revitalization Area, South Glen

STREET AND ALLEY VACATION ORDINANCES:

ORDINANCE NO.	ADOPTED	ORDINANCE NO.	ADOPTED
57	September 12, 1917	450	October 19, 1959
60	July 10, 1905	459	Ma 21, 1960
69	January 12, 1921	469	March 11, 1961
74	July 11, 1922	478	October 16, 1961
75	February 12, 1923	481	April 23, 1962
114	Ma 16, 1928	485	Ma 21, 1962
124	August 15, 1929	499	April 6, 1964
142	February 24, 1933	503	--
143	June 28, 1934	507	July 29, 1965
160	December 12, 1936	508	October 18, 1965
168	January 12, 1939	519	April 19, 1967
182	November 20, 1941	610	July 17, 1978
203	February 17, 1948	629	November 13, 1979
352	February 6, 1952	632	October 13, 1980
355	Ma 7, 1952	673	September 16, 1985
357	July 8, 1952	708	February 4, 1991
358	August 5, 1952	715	June 19, 1991
359	July 8, 1952	719	December 5, 1991
361	October 21, 1952	721	June 1, 1992
392	December 6, 1954	752	September 26, 1994
395	January 24, 1955	786	October 14, 1996
412	June 18, 1956	823	August 28, 2000
413	June 18, 1956	839	June 10, 2002
420	Ma 6, 1957	851	July 14, 2003
431	January 6, 1958	876	Ma 9, 2005
434	Ma 5, 1958		

STREET AND SIDEWALK GRADE ORDINANCES:

ORDINANCE NO.	ADOPTED	ORDINANCE NO.	ADOPTED
55	July 9, 1917	393	January 24, 1955
78	Ma 11, 1923	462	June 30, 1960
81	June 11, 1923	472	April 17, 1961
86	August 22, 1924	492	June 17, 1963
87	November 22, 1924	530	February 19, 1968
88	November 21, 1924	545, Ch. 214	January 6, 1971
95	September 9, 1925	591	April 5, 1976
96	September 24, 1925	798	July 27, 1998
186	September 6, 1942		

STREET NAME ORDINANCES:

ORDINANCE NO.	ADOPTED	ORDINANCE NO.	ADOPTED
681	November 3, 1986	814	July 12, 1999
704 (89-90)	April 2, 1990	815	July 12, 1999
760	November 28, 1994		

Nor shall it affect any other right or franchise conferred by any ordinance or resolution of the Council or any other person or corporation; nor shall it affect any ordinance naming, establishing, relocating or vacating any street or public way, whether temporary or permanent; nor shall it affect any ordinance establishing building lines, establishing and changing grades, or dedicating property for public use; nor shall it affect any prosecution, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

SECTION 5. Ordinances passed subsequent to the preparation of this code but prior to adoption of this code, are hereby adopted and made a part of this code. Said ordinances shall be codified and incorporated in published copies of this code.

SECTION 6. The final copy of the "THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2021, was corrected for any Scrivener's Errors found.

SECTION 7. An official copy of the "CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2021," adopted by this ordinance, including a certificate of the City Clerk as to its adoption and the effective date, is on file in the office of the City Clerk, and shall be kept available for public inspection.

SECTION 8. This ordinance shall be in full force and effect from and after the publication of this ordinance, as required by law.

Passed by the Council of the City of Nevada, Iowa, the 13th day of December, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

NEVADA CITY COUNCIL - MONDAY, NOVEMBER 22, 2021 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Brett Barker, convened the meeting at 6:00 p.m. on Monday, November 22, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Larry Stevens, Mike Roth, Tim Hansen, Josh Cizmada, Erin Coughlin, Ray Reynolds, Ryan Hutton and Jeremy Rydl.

Also in attendance were: Henry Corbin.

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 Jason Sampson, seconded by Dane Nealson, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on November 8, 2021
 - B. Approve Payment of Cash Disbursements, including Check Numbers 76819-76902 and Electronic Numbers 1019-1024 (Inclusive) Totaling \$1,161,242.35 (See attached list)
 - C. Approve the Cancellation of the second meeting of December, 2021
 - D. Approve 2022 Meeting Dates
 - E. Approve 2022 Wellness Program
 - F. Accept and File the Annual Financial Report for FY20/21
 - G. Approve Banner on City Hall fence for Christmas On Main event held on December 11th.
- After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

5. PUBLIC FORUM

- A. No one requested to address the council.

6. OLD BUSINESS

- A. Approve Pay Request No. 17 for Central Business District Infrastructure Project from Con-Struct Inc., in the amount of \$446,109.90

Motion by Sandy Ehrig, seconded by Barb Mittman, to **approve Pay Request No. 17 for the Central Business District Infrastructure in the amount of \$446,109.90.** After due consideration and discussion the roll was called. Aye: Ehrig, Hanson, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

- B. Approve Change Order No. 1 for the WWTF Improvements-Phase 2 Project from Williams Brothers Inc in the amount of \$10,013.27

Motion by Dane Nealson, seconded by Brian Hanson, to **approve Change Order No. 1 for the WWTF Improvements-Phase 2 Project from Williams Brothers Inc., in the amount of \$10,013.27.** After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

- A. Resolution No. 026 (2021/2022): A Resolution obligating funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of annual appropriation tax increment financed obligations which shall come due in the next succeeding fiscal year which include: (Almaco, \$30,000); (NEDC-membership, \$65,000); (Van Houweling, \$44,000); (R Friedrich & Sons/LMI, \$143,603); (Mid-States Material Handling, \$21,808); (Verbio, \$94,306); (ROSK Development, LLC,/LMI, \$29,246); (M&R Properties Iowa, LLC, \$5,289)

Motion by Barb Mittman, seconded by Luke Spence, to **adopt Resolution No. 026 (2021/2022).** After due consideration and discussion the roll was called. Aye: Mittman, Spence, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Resolution No. 027 (2021/2022): A Resolution approving Tax Increment Financing (TIF) indebtedness certification and directing the certification to be filed no later than December 1, 2021

Motion by Sandy Ehrig, seconded by Jason Sampson, to **adopt Resolution No. 027 (2021/2022).** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Spence, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 028 (2021/2022): A Resolution setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Evie and Seth Peterson, Including Annual Appropriation Tax Increment Payments

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 028 (2021/2022).** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 029 (2021/2022): A Resolution setting a Date of Meeting at which it is proposed to Approve a Development Agreement with JLA, LLC and Kathy Kockler, Including Annual Appropriation Tax Increment Payments

Motion by Dane Nealson, seconded by Brian Hanson, to **adopt Resolution No. 029 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 030 (2021/2022): A Resolution Authorizing Economic Development Grant to Harmony Clothing Closet

Motion by Luke Spence, seconded by Jason Sampson, to **adopt Resolution No. 030 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Spence, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- F. Resolution No. 031 (2021/2022): A Resolution setting time and place of public hearing to consider amendments to the Code of Ordinances of the City of Nevada, Iowa

Motion by Barb Mittman, seconded by Brian Hanson, to **adopt Resolution No. 031 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Mittman, Hanson, Nealson, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 032 (2021/2022): A Resolution approving Economic Development Grant Agreement with Camelot Theater Foundation

Motion by Dane Nealson, seconded by Jason Sampson, to **adopt Resolution No. 032 (2021/2022)**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

8. REPORTS:

City Administrator Cook noted a few of the planned updates to the code. He also relayed the various meetings and training attended.

Mayor Barker reported the Fieldhouse ground breaking was well attended. He noted the meetings attended for Vision 2040 and Prairie View. Discussion was held on the Community Coffee.

Public Works Director Rydl advised staff received GIS training. Sludge is being removed from the wastewater plant. Street department is patching, street sweeping and looking for bulbs for the holiday lights.

Director of Fire/EMS Reynolds relayed staff had received Narcan from the State. Staff will be involved in updating the law for occupational death language and a study on fireworks prevention.

Sergeant Cizmadia updated council on staffing. He also informed them of donations received for an ice-skating rink for the green space at City Hall. The department plans to hold a bike rodeo this spring.

Library Director Coughlin advised they were at full staff. She reported on the COVID Clinic that was held on Veteran's Day and the upcoming programs scheduled. They will be starting the youth programming back up after the holidays. The Board is working through the accreditation process.

Park and Recreation Director Hansen informed council regarding the Eagle Scout Project at Wilson Pond. GIS training was completed by staff. He also reminded them of the Senior Thanksgiving luncheon on Tuesday.

Main Street Nevada Director Corbin relayed the Des Moines Register had an article about the plans for the Nevada Journal building.

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 6:37 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

NEVADA CITY COUNCIL - MONDAY, NOVEMBER 29, 2021 6:09 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 6:09 p.m. on Monday, November 29, 2021, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Jordan Cook, Kerin Wright, Ric Martinez

3. APPROVAL OF AGENDA

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

4. Schedule Public Hearing for Proposed Ward Map and Ordinance Amendment to Chapter 3, Precincts/Wards for December 13, 2021 at 6:00 p.m. and Authorize Publication of Notice

Motion by Dane Nealson, seconded by Jason Sampson, to **schedule Public Hearing for Proposed Ward Map and Ordinance Amendment to Chapter 3, Precincts/Wards for December 13, 2021**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

5. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Sandy Ehrig, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:15 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 50
Date: 12/13/21

CITY OF NEVADA
CLAIMS REPORT FOR DECEMBER 13, 2021
11/24/21 THRU 12/13/21

VENDOR	REFERENCE	AMOUNT	CHECK #
ALLIANT	ALL-UTILITIES	5,076.91	76903
SCHENDEL PEST CONTROL	ALL-PEST CONTROL	225.00	76904
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	837.18	76905
GRAINGER	WWT-SUPPLIES	192.81	76906
STAPLES ADVANTAGE	WWT/PKA/ADM-SUPPLIES	97.96	76907
CON STRUCT	CBD PROJ-PR#17	446,109.90	76908
JOHN DEERE FIN	WWT/STS/PD-SUPPLIES/JONES JEANS	587.46	76909
WAGeworks	FSA 2020 PMTS	96.82	1038
IA FINANCE AUTHORITY	WWTF PHASE 1	10,923.39	1028
IA FINANCE AUTHORITY	WWTF PHASE 2	57,528.32	1029
BOK FINANCIAL	2020B WTR REV BOND PMT	23,575.00	1030
BOK FINANCIAL	2020 GO BOND CBD PROJ	89,275.00	1031
BOK FINANCIAL	2019BOND D/W AVE ST WORK	14,775.00	1032
BOK FINANCIAL	2017B DUPONT REFUND	29,625.00	1033
BOK FINANCIAL	2012B LIB BOND	4,931.25	1034
TREASURER STATE OF IA	SALES TAX 11/16-30/2021	1,923.53	1036
WELLMARK	HEALTH 12/2021	27,870.94	76910
DELTA DENTAL OF IA	DENTAL 12/2021	3,141.36	76911
FIDELITY SECURITY LIFE	VISION 12/2021	804.22	76912
EFTPS	FED/FICA TAX	26,162.84	1035
MISSION SQUARE	DEFERRED COMP	937.50	76916
COLLECTION SERVICES CTR	CHILD SUPPORT	1,022.85	76917
GREAT WESTERN	HSA	1,853.34	76918
ALLIANT	ALL-UTILITIES	25,717.74	76919
WINDSTREAM	ALL-UTILITIES	1,618.94	76920
MEDIACOM	ALL-INTERNET SVC	414.90	76921
PRINCIPAL LIFE INS	ALL-LIFE INSURANCE	601.58	76922
PETTY CASH	HOLIDAY ACCT - CASH PRIZES	600.00	76923
WAGeworks	FSA 2020 PMTS	1,152.86	1040
WAGeworks	FSA 2021 INITIAL FUNDING	917.68	1041
EFTPS	FED/FICA TAX	2,006.10	1039
BEN FRANKLIN	PKM/REC-SUPPLIES	30.95	76942
BIG 8 TYRE	PKM-LAWN TRACTOR TIRES	1,300.00	76943
BROWN SUPPLY CO	WTR-REPAIR SUPPLIES	3,393.11	76944
CENTRAL IA DIST	CH-SUPPLIES	173.00	76945
FAREWAY	REC/WWT-SENIOR THANKSGIVING/SUPPLIES	253.48	76946
HAWKINS	WTR-CHEMICAL	3,723.23	76947
KEY COOP	WTR-DIESEL	1,004.31	76948
ALLIANT	ALL-UTILITIES	3,538.42	76949
PRATT SANI	ALL-GARBAGE SVC	615.00	76950
VAN WALL EQUIP	FD/PKM-PREMIXED FUEL/FILTERS	60.04	76951
VAN WALL EQUIP	PKM-JD HD ROTARY BROOM	3,600.00	76952
AMES LOCK	PKM/CH-LOCK RPR/KEY	568.77	76953

IA LEAGUE OF CITIES	CC/ADM-HANDBOOKS	140.00	76954
IA LEAGUE OF CITIES	MYR-DUES	30.00	76955
ARNOLDS	STS/WWT/PKM/FD/-SUPPLIES	546.47	76956
IA ONE CALL	WTR/WWT-ONE CALL	92.30	76957
GRAINGER	WWT-TANK BRUSHES/RTN	81.24	76958
IA STATE READY MIX	STS-CONCRETE	396.00	76959
GATEHOUSE	PUBLIC NOTICES	368.77	76960
STORY CO MEDICAL	PD-HEARING(NP)	20.00	76961
HOKEL	PKM/STS-SUPPLIES	63.04	76962
MAIN STREET NEVADA	MAIN ST NEVADA	25,000.00	76963
IA DOT	STS-GRADERS	363.28	76964
COUNTRY LANDSCAPES	PKM-SCORE PARK TREES	465.00	76965
GOOD AND QUICK	PKM-TIRE CHANGE	17.00	76966
DORSEY & WHITNEY	LEGAL	20,329.50	76967
MCFARLAND	CEM/STS-DRUGTESTS	195.00	76968
IA POLICE CHIEFS ASSOC	PD-MARTINEZ/REYNOLDS/HENDERSON/BRANDES	350.00	76969
KIRKWOOD COMM COLL	EMS-PYKE EMT CRSE	1,545.00	76970
STORY CO EXTENSION	PKA/STS-REFUND PAVIL RENTAL/MOUSEL TRNG	135.00	76971
SANDRY FIRE SUPPLY	FD-UNIFORMS	349.45	76972
IA PRISON IND	STS-SIGNS	67.80	76973
O'HALLORAN	STS-DEF	273.50	76974
GALLS	PD-#608 UNIFORM	506.37	76975
INTOXIMETERS	PD-INTOXOMETER SUPPLIES	1,370.00	76976
NEVADA HARDWARE	ALL-SUPPLIES	424.76	76977
NEVADA HARDWARE	CBD PROJ-604 M AVE	359.95	76978
STORY CO AUDITOR	ELECTION 11/2/21	3,017.47	76979
WINDSTREAM	SC-PHONES	56.96	76980
WRIGHT, LINDA	WELLNESS REIMBURSEMENT	250.00	76981
SAMS CLUB	REC-SUPPLIES	199.46	76982
DICKS FIRE EXT	FD-FIRE EXT REFILLS	82.21	76983
HR GREEN	ENGINEERING	87,028.00	76984
SIRCHIE	PD-BLOOD SPECIMAN COLLECT KIT	111.60	76985
CENTRAL STATES	FD-ROOF/LEAK RPR	374.51	76986
ZIMCO	PKM-GRASS SEED	687.50	76987
JETCO	WTR-TRANSDUCER REPAIR	2,845.20	76988
IA CENTRAL COMM COLL	FD-MARKLEY TRNG	60.00	76989
UNITYPOINT	STS/CEM-DRUG TESTING	126.00	76990
KELTEK	FD-#510 BULBS	60.18	76991
CONSTRUCTION MAT TESTING	CBD PROJ-CONCRETE TESTING	561.00	76992
ALPHA COPIES	NEWSLETTER 12/21	326.38	76993
NUCARA	EMS-MEDICAL SUPPLIES	189.07	76994
UTILITY SERVICE	PLANT TANK/8TH ST TANK	10,734.08	76995
ROTARY CLUB OF NEVADA	PD/CA/FD-MARTINEZ/REYNOLDS/COOK DUES	768.84	76996
PITPROS	WWT-SOLIDS HDG-M&R	35,469.27	76997
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	76998
WRIGHT, KERIN	ADM-REIMB	141.12	76999
WEX BANK	WWT-GAS CARD	19.35	77000

STORY CO EMS ASSC	EMS-DUES	25.00	77001
IA NAFTO	PD-BRANDES/SEYMOUR TRNG	800.00	77002
BOBCAT OF AMES	CBD PROJ-SIGNS	130.00	77003
RACOM CORP	FD-BRACKET	10.00	77004
HEFFRON SERVICES	STS-MAGNESIUM CHLORIDE	854.46	77005
AXON ENTERPRISE	PD-TASER TRNG/HOLSTER/BATTERY PACK	724.86	77006
MARCO	ALL-COPIER LEASE	799.00	77007
TURF AND POND TIME	PKM-POND TREATMENT	160.00	77008
HARMONY CLOTHING CLOSET	ED DT GRANT-HARMONY	1,200.00	77009
MENARDS	CBD/REC/STS-SUPPLIES	124.32	77010
RMH ARCHITECTS	FH PROJ-PR 13	1,630.35	77011
BLACKBIRD	PD-HOLIDAY CARDS	150.00	77012
IA DEPT OF PUBLIC SAFETY	PD-BRANDES/HENDERSON TRNG	400.00	77013
SALTECH SYSTEMS	WEB HOSTING	59.95	77014
VERIATO	PD-VERIATO INVESTIGATOR	150.00	77015
CORNISH, DEVIN	WWT-CDL CERT	57.00	77016
FIRSTNET	PD-FIRST RESPONDER NETWORK	459.68	77017
WARREN POWER ATTACHMENTS	STS-BLOWER FILTER	94.23	77018
KRYTERIAN	CBD PROJ-1013 6TH ST	775.75	77019
BRADLEY TOOLS & FASTENERS	FD-DEWALT BATTERY	164.50	77020
RASMUSSEN, HEATHER	EMS-CPR TRNG	250.00	77021
NEVADA FOUNDATION	ED-CAMELOT TH	20,000.00	77022
	Refund Checks Total	195.67	
	Accounts Payable Total	1,024,705.42	
	Payroll Checks	85,598.02	
	***** REPORT TOTAL *****	1,110,499.11	
	GENERAL	142,117.38	
	ROAD USE TAX	27,640.72	
	LOCAL OPTION SALES TAX	51,376.90	
	PARK OPEN SPACE	47.85	
	DEBT SERVICE	138,606.25	
	SC/FIELDHOUSE	1,630.35	
	2021 STS 11TH/S14	8,655.00	
	CBD DOWNTOWN IMPR	475,091.44	
	WATER	33,016.23	
	WATER DEPOSITS	159.99	
	WATER 2012C/2020B BOND	23,575.00	
	WATER CAPITAL REVOLVING	10,734.08	
	SEWER	75,382.32	
	SEWER SRF REVOLVING	68,451.71	
	SEWER CAP IMP PROJECT	46,620.60	
	SRF SPONSORED PROJECT	1,279.25	
	REVOLVING FUND	3,946.68	
	FLEX BENEFIT REVOLVING	2,167.36	
	TOTAL FUNDS	1,110,499.11	

Electronic Filing #

an Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
10/23/2021	Dick's Sporting Goods	REC, Basketballs	599.11	20034359552	179-440-6599
10/24/2021	Dick's Sporting Goods	REC, Basketballs	524.23	20034359552	179-440-6599
10/24/2021	Dick's Sporting Goods	REC, Basketballs	449.34	20034359552	179-440-6599
10/24/2021	Dick's Sporting Goods	REC, Basketballs	449.34	20034359552	179-440-6599
10/24/2021	Dick's Sporting Goods	REC, Basketballs	374.44	20034359552	179-440-6599
10/27/2021	Diamond Scheduler Cactusware	REC, Basketballs	0.01	20034359552	179-440-6599
11/9/2021	WalMart	CIRL scheduler	99.00	20211130	001-477-6599
11/11/2021	Dick's Sporting Goods	REC, HDMI	24.92	644	001-440-6599
11/11/2021	Dick's Sporting Goods	REC, Basketballs	409.94	1737393	179-440-6599
11/17/2021	Sapaso Pools Inc	REC, Basketballs	2,239.68	20034359552	179-440-6599
11/18/2021	WalMart	POOL, Pump Protector	165.70	8851	001-435-6398
11/11/2021	Dick's Sporting Goods	REC, Senior Thanksgiving	14.82	5004	001-443-6599
10/26/2021	Sangoma	REC, Basketballs, credit	(2,396.47)	21023	179-440-6599
10/29/2021	CDL Now	ALL, Phones	25.00	478411	810-620-6727
10/29/2021	IA DNR Fees	WWT, Training Cornish	400.00	29953	610-816-6240
10/30/2021	Twilio	WWT, Training Cornish	30.00	10643874	610-816-6240
11/1/2021	GoDaddy	ADM, Website	10.01	8935eb1e	121-613-6431
11/9/2021	IA League of Cities	ADM, Website	14.98	1965208131	121-613-6431
11/12/2021	Sangoma	CC, Training Skaggs	220.00	26815	001-112-6240
10/26/2021	TacticalUSA	ALL, Phones	291.67	4784112	810-620-6727
10/26/2021	TacticalUSA	PD, Tactical duffel bags	29.90	4867036	001-110-6504
11/19/2021	Zoom	PD, Tactical duffel bags	2.95	4867036	001-110-6504
10/25/2021	ISU Intrans	ADM, Website	67.98	118722427	121-613-6431
10/26/2021	Muir Embroidery	STS, training Mouse/Holl/Pratt/tendall	260.00	15770	110-210-6240
		WTR, clothing	49.00	2279QT	600-811-6181

December 19, 2021

City Administrator

\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards.All

GLBLCERP 11/24/21
CASH 12:58 PM

CITY OF NEVADA
BALANCE SHEET
CALENDAR 10/2021, FISCAL 4/2022

Item # 50
Date: 12/13/21

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	885,945.46	9,379,814.07
002-000-1110	CASH-HOTEL/MOTEL	1.14	16,188.36
110-000-1110	CASH-ROAD USE TAX	21,219.41	2,040,470.27
112-000-1110	CASH-EMPLOYEE BENEFITS	273,113.26	556,598.23
113-000-1110	CASH-RUT CAPITAL	5,032.63-	234,664.23
119-000-1110	CASH-EMERGENCY FUND	30,937.65	34,586.72
121-000-1110	CASH-LOCAL OPTION TAX	64,006.18	824,619.21
125-000-1110	CASH-TIF	428,456.35	2,192,797.10
126-000-1110	CASH-LMI SUBFUND	3,666.43-	129,265.02
167-000-1111	RESERVE-WELLS	.13	1,779.84
167-000-1113	RESERVE-ZWILLING	.01	111.91
167-000-1114	RESERVE-ALBERRY	.07	1,018.34
168-000-1118	RESERVE-UNDESIGNATED		7.95
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	1.86	26,500.20
169-000-1110	CASH-LIBRARY TRUST	1,389.66-	30,732.37
171-000-1110	CASH-FIRE TRUST	1.23	17,480.04
172-000-1110	CASH-SCORE UNDESIGNATED	.40	5,698.53
173-000-1110	CASH-SCORE O&M	.02	264.76
174-000-1110	CASH-NORTH STORY BASEBALL	.22	3,184.46
175-000-1110	CASH-SENIOR COMM CENTER	.63	8,930.72
176-000-1110	CASH-GH PIANO	1.34	19,038.21
177-000-1110	CASH-POLICE FOREITURE	.86	12,206.77
179-000-1122	RESERVE-GRNBLT MAP 2005	.25	3,612.21
179-000-1124	RESERVE-ST CO TRAIL	.03	398.41
179-000-1125	RESERVE-IND RDG GREENBE	.12	1,719.87
179-000-1127	RESERVE-UNRESTRICTED	4,098.77-	61,041.70
179-000-1128	RESERVE-SCORE SCOREBOAR	.32	4,605.17
179-000-1130	RESERVE-LANDSCAPING	.80	6,456.23
179-000-1131	RESERVE-FIELD MAINT	755.46	15,262.89
179-000-1132	RESERVE-LEW HANSEN SUB	.10	1,415.46
179-000-1133	RESERVE-87 SOUTHWOOD	.54	7,616.54
179-000-1134	RESERVE-MARDEAN PARK	.06	903.97
80-000-1110	CASH-COLUMBARIAN MAINT	.30	4,207.44
81-000-1110	CASH-TRAIL MAINTENANCE	1.13	16,037.02
82-000-1110	CASH-DANIELSON/OTHERTRU	17.60	250,400.12
83-000-1110	CASH-LIB BLDG TRUST	.01	195.89
84-000-1110	CASH-TREES FOREVER	.32	4,569.25
85-000-1110	CASH-4TH OF JULY	.48	6,866.04
86-000-1110	CASH-COMM BAND	.06	850.35
80-000-1110	CASH-DEBT SERVICE	346,633.48	648,664.74
81-000-1110	CASH-CITY HALL/PUBLIC S	.04	587.86
82-000-1110	CASH-LIBRARY BLDG	68,926.91	79,781.66
84-000-1110	CASH-SC/FIELDHOUSE	934.40-	58,019.33-
87-000-1110	CASH-SIDEWALKIMPROVEMEN	3.48	49,490.97
80-000-1110	CASH-2021STS PROJ 11TH/S14		86,812.25-
81-000-1110	CASH-2019 CIP WORK	108.42	1,542,307.05
85-000-1110	CASH-CBD DOWNTOWN IMPR	545,789.60-	1,127,516.07
81-000-1110	CASH-TRAIL CIP PROJECTS	22.23	316,185.96
82-000-1110	CASH-ARP FUNDS	34.98	497,617.41
83-000-1110	CASH-2017STS,WTR,WWT,STM PROJ		324.00-
80-000-1110	CASH-PERPETUAL CARE	600.00	158,831.58

CITY OF NEVADA
BALANCE SHEET
CALENDAR 10/2021, FISCAL 4/2022

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	63,932.46	1,840,078.21
601-000-1110	CASH-WATER DEPOSITS	17.28	80,498.15
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	91.06	1,295,335.29
605-000-1110	CASH-WATER 2012C BOND		662,116.73
607-000-1110	CASH-WTR CAPITAL REVOLV	28.60	406,770.00
608-000-1110	CASH-JORDAN WELL PROJ		17,127.60-
610-000-1110	CASH-WASTEWATER O&M	36,360.94	2,137,140.08
615-000-1110	CASH-SEWER CONSTRUCTION	6,894.13	2,706,653.63
616-000-1110	CASH-WWT CIP	350.00-	408,218.08-
617-000-1110	CASH-WWT CAPITAL	23.96	340,780.12
618-000-1110	CASH-SRF SPONSORED PROJECT	7,193.75-	148,949.24-
670-000-1110	CASH-GARBAGE UTILITY	6,211.14	7,411.90-
740-000-1110	CASH-STORM WATER UTILIT	14,780.36	794,285.82
810-000-1139	RESERVE-PARK & RECREATI	1,081.95-	110,632.17
810-000-1140	RESERVE-LIBRARY	2,813.99-	42,794.13
810-000-1141	RESERVE-CEMETERY	7,350.66-	47,044.94
810-000-1142	RESERVE-FINANCE	25.78	366,710.69
810-000-1143	RESERVE-FIRE	25,194.32-	374,467.75
810-000-1144	RESERVE-POLICE	25,781.14-	214,024.99
810-000-1146	RESERVE-PLANNING & ZONI	2.45	34,875.77
810-000-1147	RESERVE-GATES HALL	2.46	35,007.59
810-000-1148	RESERVE-TECHNOLOGY	269.03-	13,727.89
812-000-1110	CASH-FLEXIBLE BENEFITS	347.44-	16,448.94
830-000-1110	CASH-SICK & VACATION	21.78	309,764.75
	CASH TOTAL	1,617,891.97	31,450,394.41
301-000-1120	PETTY CASH - LIBRARY		75.00
500-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
182-000-1168	COUNTY FOUNDATION INVES		87,499.81
	SAVINGS TOTAL	.00	87,499.81
	TOTAL CASH	1,617,891.97	31,538,569.22

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,323,187.00	107,291.51	410,814.57	31.05	912,372.43
	POLICE-OFFICE TOTAL	130,556.00	8,948.14	40,093.67	30.71	90,462.33
	EMERGENCY MANAGEMENT TOTAL	900.00	55.93	322.92	35.88	577.08
	FLOOD CONTROL TOTAL	27,600.00	3,123.50	7,221.32	26.16	20,378.68
	FIRE TOTAL	525,723.00	21,505.28	103,234.62	19.64	422,488.38
	AMBULANCE TOTAL	64,574.00	44,197.13	48,620.74	75.29	15,953.26
	BUILDING INSPECTIONS TOTAL	52,000.00	3,336.12	19,421.22	37.35	32,578.78
	ANIMAL CONTROL TOTAL	5,100.00	3,255.82	4,680.96	91.78	419.04
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	95.60	440.70	29.38	1,059.30
	PUBLIC SAFETY TOTAL	2,131,140.00	191,809.03	634,850.72	29.79	1,496,289.28
	ROADS, BRIDGES, SIDEWALKS TOTA	782,397.00	48,033.90	329,370.00	42.10	453,027.00
	STREET LIGHTING TOTAL	142,000.00	10,824.56	39,362.85	27.72	102,637.15
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	10,000.00	3,083.93	4,181.17	41.81	5,818.83
	SNOW REMOVAL TOTAL	82,275.00	.00	.00	.00	82,275.00
	TREES & WEEDS TOTAL	50,000.00	.00	5,135.00	10.27	44,865.00
	PUBLIC WORKS TOTAL	1,067,172.00	61,942.39	378,049.02	35.43	689,122.98
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	ACCESS TOTAL	1,058.00	.00	1,058.00	100.00	.00
	NEVADA YOUTH & SHELTER TOTAL	6,592.00	.00	6,592.00	100.00	.00
	CENTER FOR ADDICTIONS RCY TOTA	1,580.00	.00	1,580.00	100.00	.00
	COMMUNITY RESORCE CENTER TOTA	21,740.00	.00	21,740.00	100.00	.00
	STORY CO VOLUNTEER CENTER TOTA	1,216.00	.00	1,216.00	100.00	.00
	RETIRED SEN VOLUNTEER PGM TOTA	1,335.00	.00	1,335.00	100.00	.00
	HEARTLAND SENIOR SERVICES TOTA	1,670.00	.00	1,670.00	100.00	.00
	MIDIOWA COMMUNITY ACTION TOTA	1,715.00	.00	1,715.00	100.00	.00
	GOOD NEIGHBOR EM ASSIST TOTAL	2,286.00	.00	2,286.00	100.00	.00
	STORY CO LEGAL AID TOTAL	3,471.00	.00	3,471.00	100.00	.00
	SALVATION ARMY TOTAL	3,240.00	.00	3,240.00	100.00	.00
	TOTAL	2,420.00	.00	2,420.00	100.00	.00
	OTHER HEALTH/SOCIAL SERV TOTA	3,995.00	.00	3,995.00	100.00	.00
	HEALTH & SOCIAL SERVICES TOTA	65,318.00	.00	52,318.00	80.10	13,000.00
	LIBRARY TOTAL	459,899.00	37,077.86	145,138.13	31.56	314,760.87
	LIBRARY-DONATED TOTAL	32,500.00	.00	7,345.18	22.60	25,154.82
	LIBRARY-STATE INFRASTRUCT TOTA	21,500.00	1,512.24	5,296.14	24.63	16,203.86
	MUSEUM/BAND/THEATRE TOTAL	1,699.00	.00	1,105.00	65.04	594.00
	PARKS TOTAL	119,436.00	7,316.97	53,867.03	45.10	65,568.97
	PARK MAINTENANCE TOTAL	394,560.00	32,491.59	148,174.54	37.55	246,385.46
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	2,977.26	6,406.14	32.03	13,593.86
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	485.30	3.24	14,514.70
	FOUR-PLEX COMPLEX TOTAL	49,742.00	902.06	12,372.13	24.87	37,369.87
	POOL TOTAL	281,985.00	9,614.07	161,040.69	57.11	120,944.31

CITY OF NEVADA
BUDGET REPORT

CALENDAR 10/2021, FISCAL 4/2022 PCT OF FISCAL YTD 33.3%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	RECREATION TOTAL	69,636.00	4,864.53	25,761.38	36.99	43,874.62
	ADULT SOFTBALL TOTAL	1,054.00	.00	949.14	90.05	104.86
	COMMUNITY HEALTH/WEELNESS TOTA	1,200.00	.00	.00	.00	1,200.00
	SENIOR ACTIVITY TOTAL	1,000.00	.00	.00	.00	1,000.00
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	165,416.00	14,600.16	72,316.17	43.72	93,099.83
	COMMUNITY CTR/ZOO/MARINA TOTA	189,972.00	8,822.23	45,646.31	24.03	144,325.69
	SENIOR COMMUNITY CENTER TOTAL	6,799.00	367.23	2,393.47	35.20	4,405.53
	FIELDHOUSE TOTAL	25,000.00	.00	.00	.00	25,000.00
	BASEBALL SOFTBALL TOTAL	43,183.00	.00	3,289.81	7.62	39,893.19
	YOUTH BASKETBALL TOTAL	11,390.00	.00	.00	.00	11,390.00
	VOLLEYBALL TOTAL	2,107.00	471.86	1,591.28	75.52	515.72
	FLAG FOOTBALL TOTAL	6,095.00	2,872.59	5,233.65	85.87	861.35
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,615.00	376.78	376.78	14.41	2,238.22
	CIRL TOTAL	2,000.00	.00	1,161.08	58.05	838.92
	SOFTBALL TOURNAMENT TOTAL	28,769.00	.00	15,491.67	53.85	13,277.33
	HISTORICAL SOCIETY TOTAL	.00	.00	5,000.00	.00	5,000.00-
	HISTORIC PRESERVATION TOTAL	6,000.00	.00	.00	.00	6,000.00
	OTHER CULTURE/RECREATION TOTA	1,983.00	.00	1,983.00	100.00	.00
	CULTURE & RECREATION TOTAL	1,961,790.00	124,267.43	722,424.02	36.82	1,239,365.98
	ECONOMIC DEVELOPMENT TOTAL	507,508.00	.00	2,355.63	.46	505,152.37
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	60,000.00	3,666.43	3,666.43	6.11	56,333.57
	PLANNING & ZONING TOTAL	201,820.00	3,675.26	31,147.81	15.43	170,672.19
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	10,000.00	.00	.00	.00	10,000.00
	LINCOLN HWY DAYS TOTAL	5,000.00	.00	5,000.00	100.00	.00
	VISITOR'S GUIDE TOTAL	500.00	.00	.00	.00	500.00
	OTHER COMM & ECO DEV TOTAL	25,700.00	.00	367.00	1.43	25,333.00
	COMMUNITY & ECONOMIC DEV TOTA	836,328.00	7,341.69	42,536.87	5.09	793,791.13
	MAYOR/COUNCIL/CITY MGR TOTAL	13,720.00	1,901.40	3,984.92	29.04	9,735.08
	COUNCIL TOTAL	9,687.00	164.58	597.58	6.17	9,089.42
	CITY ADMINISTRATOR TOTAL	44,900.00	2,813.93	14,757.46	32.87	30,142.54
	CLERK/TREASURER/ADM TOTAL	504,496.00	18,965.40	120,566.14	23.90	383,929.86
	ELECTIONS TOTAL	3,000.00	.00	.00	.00	3,000.00
	LEGAL SERVICES/ATTORNEY TOTAL	108,800.00	8,265.00	37,757.00	34.70	71,043.00
	CITY HALL/GENERAL BLDGS TOTAL	120,931.00	7,329.06	42,328.37	35.00	78,602.63
	TORT LIABILITY TOTAL	41,660.00	.00	54,894.00	131.77	13,234.00-
	OTHER GENERAL GOVERNMENT TOTA	13,000.00	952.49	2,596.49	19.97	10,403.51
	GENERAL GOVERNMENT TOTAL	860,194.00	40,391.86	277,481.96	32.26	582,712.04
	CITYHALL/LIBRARY DEBT TOTAL	94,913.00	.00	.00	.00	94,913.00

CITY OF NEVADA
BUDGET REPORT
CALENDAR 10/2021, FISCAL 4/2022

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	FISCAL YTD PERCENT EXPENDED	33.3% UNEXPENDED
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	.00	.00	178,600.00
	2019B CIP WORK TOTAL	569,600.00	.00	.00	.00	569,600.00
	DDCE WTR/WWT/STS DEBT TOTAL	669,300.00	.00	.00	.00	669,300.00
	DEBT SERVICE TOTAL	1,512,413.00	.00	.00	.00	1,512,413.00
	ROADS, BRIDGES, SIDEWALKS TOTA	3,600,000.00	545,868.86	2,125,095.86	59.03	1,474,904.14
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	5,000.00	.00	.00	.00	5,000.00
	FIELDHOUSE TOTAL	8,500,000.00	934.40	11,802.50	.14	8,488,197.50
	CITY HALL/GENERAL BLDGS TOTAL	2,000.00	.00	.00	.00	2,000.00
	CAPITAL PROJECTS TOTAL	12,132,000.00	546,803.26	2,136,898.36	17.61	9,995,101.64
	OTHER GENERAL GOVERNMENT TOTA	.00	3,762.44	11,142.57	.00	11,142.57-
	WTR 2012C BOND TOTAL	462,200.00	.00	.00	.00	462,200.00
	WATER TOTAL	45,734.00	.00	10,734.08	23.47	34,999.92
	WATER-PLANT/PUMPS TOTAL	824,503.00	57,519.29	261,183.85	31.68	563,319.15
	WATER-LINES-INST & O&M TOTAL	99,077.00	3,489.96	18,743.45	18.92	80,333.55
	WATER ACCOUNTING TOTAL	342,473.00	27,335.60	115,109.67	33.61	227,363.33
	WASTEWATER PLANT TOTAL	722,094.00	47,878.85	215,418.53	29.83	506,675.47
	WASTEWATER COLLECTION TOTAL	22,404,078.00	1,105,914.95	5,761,553.78	25.72	16,642,524.22
	WASTEWATER ACCOUNTING TOTAL	226,206.00	20,403.43	75,607.82	33.42	150,598.18
	LANDFILL/GARBAGE TOTAL	80,700.00	55.91	35,912.90	44.50	44,787.10
	STORM WATER TOTAL	35,900.00	74.61	4,533.57	12.63	31,366.43
	ENTERPRISE FUNDS TOTAL	25,242,965.00	1,266,435.04	6,509,940.22	25.79	18,733,024.78
	TRANSFERS IN/OUT TOTAL	8,027,506.00	.00	1,841,150.00	22.94	6,186,356.00
	TRANSFER OUT TOTAL	8,027,506.00	.00	1,841,150.00	22.94	6,186,356.00
	TOTAL EXPENSES	53,836,826.00	2,238,990.70	12,595,649.17	23.40	41,241,176.83

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

4/2022
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 1
OPER: KW
33.3%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	GENERAL TOTAL	4,080,633.00	1,122,246.94	2,504,204.87	61.37	1,576,428.13
	HOTEL MOTEL TOTAL	11,100.00	1.14	4,433.29	39.94	6,666.71
	ROAD USE TAX TOTAL	955,424.00	76,925.94	361,643.91	37.85	593,780.09
	EMPLOYEE BENEFITS TOTAL	668,498.00	273,113.26	305,581.58	45.71	362,916.42
	RUT CAPITAL TOTAL	200,500.00	16.50	200,069.24	99.79	430.76
	EMERGENCY FUND TOTAL	74,619.00	30,937.65	34,586.72	46.35	40,032.28
	LOCAL OPTION SALES TAX TOTAL	922,000.00	90,698.69	373,924.53	40.56	548,075.47
	TAX INCREMENT FINANCING TOTAL	1,220,485.00	428,456.35	469,281.70	38.45	751,203.30
	LMI-SUBFUND TOTAL	67,487.00	.00	.00	.00	67,487.00
	RESTRICTED GIFTS TOTAL	30.00	.21	.81	2.70	29.19
	CEMETARY CIP/LAND TOTAL	100.00	1.86	7.33	7.33	92.67
	LIBRARY TRUST TOTAL	8,750.00	122.58	2,663.14	30.44	6,086.86
	FIRE TRUST TOTAL	300.00	1.23	4.84	1.61	295.16
	SCORE-UNDESIGNATED TOTAL	100.00	.40	1.58	1.58	98.42
	SCORE O&M TOTAL	5.00	.02	.08	1.60	4.92
	NORTH STORY BASEBALL TOTAL	21,500.00	.22	.90	.00	21,499.10
	SENIOR CENTER TRUST TOTAL	150.00	.63	2.47	1.65	147.53

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

4/2022
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

33.3%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	4/2022 MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	33.3% UNCOLLECTED
	GATES HALL PIANO TOTAL	225.00	1.34	5.27 2.34	219.73
	ASSET FORFEITURE TOTAL	100.00	.86	3.38 3.38	96.62
	PARK OPEN SPACE TOTAL	23,950.00	1,610.30	9,245.48 38.60	14,704.52
	COLUMBARIAN MAINTENANCE TOTAL	220.00	.30	341.16 155.07	121.16-
	TRAIL MAINTENANCE TOTAL	10,200.00	1.13	10,003.79 98.08	196.21
	DANIELSON TRUST TOTAL	500.00	17.60	69.54 13.91	430.46
	LIB BLDG TRUST TOTAL	200.00	.01	.04 .02	199.96
	TREES FOREVER TOTAL	50.00	.32	1.27 2.54	48.73
	4TH OF JULY TRUST TOTAL	2,020.00	.48	2,751.71 136.22	731.71-
	COMMUNITY BAND TOTAL	1,000.00	.06	.23 .02	999.77
	DEBT SERVICE TOTAL	1,538,991.00	346,633.48	385,757.69 25.07	1,153,233.31
	CH CAMPUS PROJ TOTAL	.00	.04	.16 .00	.16-
	LIBRARY ADDITION TOTAL	100,747.00	68,926.91	77,074.63 76.50	23,672.37
	SC/FIELDHOUSE TOTAL	8,500,000.00	.00	10,636.10 .13	8,489,363.90
	SIDEWALK IMPROVEMENTS TOTAL	35,000.00	3.48	13.71 .04	34,986.29
	2019 CIP WORK TOTAL	.00	108.42	426.97 .00	426.97-
	CBD DOWNTOWN IMPR TOTAL	35,000.00	79.26	25,548.85 73.00	9,451.15

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

4/2022
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

Page 3
OPER: KW
33.3%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	TRAIL CIP RESERVE PROJTS TOTA	67,749.00	22.23	88.00	.13	67,661.00
	ARP FUNDS TOTAL	.00	34.98	497,617.41	.00	497,617.41-
	PERPETUAL CARE TOTAL	3,800.00	600.00	2,110.00	55.53	1,690.00
	WATER TOTAL	2,332,927.00	150,639.99	588,589.95	25.23	1,744,337.05
	WATER DEPOSITS TOTAL	25,000.00	1,500.00	7,841.39	31.37	17,158.61
	WATER PLANT UPGRADE RSRV TOTA	201,000.00	91.06	200,344.19	99.67	655.81
	WATER 2012C/2020B BOND TOTAL	462,200.00	.00	462,150.00	99.99	50.00
	WATER CAPITAL REVOLVING TOTAL	126,000.00	28.60	125,105.21	99.29	894.79
	SEWER TOTAL	1,623,073.00	107,893.41	636,918.91	39.24	986,154.09
	SEWER CONSTRUCTION TOTAL	326,000.00	6,894.13	277,405.96	85.09	48,594.04
	SEWER CAP IMP PROJECT TOTAL	25,000,000.00	1,094,984.32	5,341,097.42	21.36	19,658,902.58
	SEWER EQUIP REVOLVING TOTAL	61,500.00	23.96	60,090.08	97.71	1,409.92
	LANDFILL/GARBAGE TOTAL	68,650.00	6,267.05	24,799.09	36.12	43,850.91
	STORM WATER TOTAL	172,900.00	14,854.97	58,879.47	34.05	114,020.53
	REVOLVING FUND TOTAL	437,500.00	29,706.58	396,684.20	90.67	40,815.80
	FLEX BENEFIT REVOLVING TOTAL	.00	3,415.00	7,828.32	.00	7,828.32-
	OTHER INTERNAL SERV FUND TOTA	2,000.00	21.78	85.76	4.29	1,914.24

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CITY OF NEVADA
REVENUE REPORT
CALENDAR 10/2021, FISCAL

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	4/2022 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	33.3% UNCOLLECTED
	TOTAL REVENUE BY FUND	49,390,183.00	3,856,885.67	13,465,922.33	27.26	35,924,260.67

Date: 9/8/2021

If Agreement is not executed, pricing will expire on: 10/15/2021

Paperwork Prepared By: Jon Rodd

Customer Name	City of Nevada -	Subscriber ID	
Physical Address	1209 6TH St. NEVADA, IA 50201	Billing Address	City of Nevada - 1209 6TH NEVADA, IA 50201
Primary Contact: Jordan Cook	Contact to Receive Metronet Text Alerts:		
Primary Contact Number: 515-382-5466	Contact Phone Number:		
Primary Contact Email: itsupport@cityofnevadaiaowa.org	Contact Email Address:		
Referring Customer:		Referring Customer Subscriber ID:	

Service Agreement Term: 12 month(s)

Internet - Symmetrical

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	NET TOTAL
1	Business Fiber Standard 1Gb/1Gb	Business Fiber Standard 1 Gb /1 Gb	\$349.95	\$349.95
1	Static IP Address - 5 Subnet /29	5 Static IPs - /29 subnet	\$20.00	\$20.00

Monthly Net Total: \$369.95

Letter of Authorization

I appoint MetroNet as my agent to request my private Customer Service Records in anticipation of converting to MetroNet for the provision of local telephone service. I am requesting that my current phone provider interface directly with the contact person mentioned above in providing my records and responding to requests for changes in my phone service. This letter of authorization is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions to the Business Order Form. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.

Terms & Conditions

By signing this Services Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Services Agreement, our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum (Business), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW") and Letters of Authorization (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at <https://www.metro.net/inc.com/wp-content/uploads/Business-Terms-and-Conditions-080720.pdf> and constitute the entire agreement between Customer and MetroNet with respect to the Services.

Signature:
Title:
Date:

STATEMENT OF WORK

Customer Name	City of Nevada -
Subscriber ID	
Physical Address	1209 6TH St., NEVADA, IA 50201

Explanation Of Work To Be Done

Note: If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

New Customer 1G/1G - Block of 5 IP addresses - Master List 1253942 Commercial LCP NE003

1. City of Nevada signs our agreement in October 2021
2. We will indicate on the agreement first two (2) months of service will be free.
3. MetroNet will install the service in early December.
4. December invoice will be \$0.00 (1st month free service)
5. January invoice will be \$0.00 (2nd month free service).
6. MetroNet will charge for services beginning in February and the City of Nevada can cancel their Mediacom service in February.
7. This gives the City the opportunity to use the MetroNet internet service at no charge for two months and make sure everything is in place before giving cancellation notice to Mediacom.

Day of Service Installation

MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable but, we will use commercially reasonable efforts to minimize the inconvenience to you.

DMARC (ONT)

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

Customer Phone Vendor / Cut Sheet

Phone Vendor Name: _____
 Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. **Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor.** MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")

Changes

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by Company at its standard intervals or otherwise delay the provisioning of the Fiber Services to you.

This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement

Name: _____

Signature: _____

Date	9/8/2021
Sales Associate	Jon Rodd
Customer	City of Nevada -
Subscriber ID	
Address	1209 6TH St., NEVADA IA 50201

The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.

Primary Contact	Title	Phone	Email
Jordan Cook	Administrator	515-382-5466	itsupport@cityofnevadaiaowa.org
Onsite Contact	Title	Phone	Email
Craig Mcclanahan	IT Manager	(515) 382-5466	itsupport@cityofnevadaiaowa.org
Accounts Payable	Title	Phone	Email
Kerin Wright	City Clerk	515-382-5466	kwright@cityofnevadaiaowa.org
Additional Authorized Contacts	Title	Phone	Email

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer

Name:

Signature

Date

Item # 5F
Date: 12/13/21



LUCY MARTIN
Story County Auditor
and
Commissioner of Elections

November 12, 2021

Dear City Clerk:

Enclosed you will find your city's canvass materials for the November 2, 2021 election. These include an abstract of official results for your records, certificates of election, and Iowa Open Meetings (Ch. 21) and Open Records (Ch. 22) information for those elected, pursuant to *Code of Iowa* §21.10.

Terms of office begin at 12 noon on Monday, January 3, 2022. After the canvass, the oath of office can be administered at any time before the term begins. Language for the oath can be found in the *Code of Iowa* §63.10. City clerks and mayors are empowered to administer oaths as it pertains to their positions, pursuant to *Code of Iowa* §63A.2.

Sincerely,

Lucy Martin

COPY

**RESOLUTION #22-35 – CERTIFICATION (CANVASS) OF STORY COUNTY ELECTION RESULTS,
COMBINED CITY-SCHOOL ELECTION**

WHEREAS, the CITY-SCHOOL ELECTION was held as prescribed by law on November 2, 2021, and

WHEREAS, the Board of Supervisors and *ex-officio* Board of Canvassers has canvassed the vote of said elections in accordance with §50.24 of the *Code of Iowa*, now therefore

BE IT HEREBY RESOLVED that we, the undersigned members of the Board of Supervisors and *ex-officio* Board of Canvassers of Story County, Iowa, do hereby certify the following TURNOUT REPORT and RESULTS in the CITY-SCHOOL ELECTION, held November 2, 2021, and that no obvious clerical errors were identified during the canvass.

Twelve thousand six hundred twenty-seven (12,627) people voted at the polls on election day.

Two thousand and forty-eight (2,048) absentee ballots were accepted for counting.

Four (4) provisional ballots were accepted for counting.

A total of fourteen thousand six hundred seventy-nine (14,679) people voted.

All races are for a term of four (4) years unless otherwise noted.

**CANDIDATES ELECTED BY THE VOTERS OF THE RESPECTIVE CITIES LOCATED WHOLLY
WITHIN STORY COUNTY:**

Ames Mayor: John A. Haila

Ames Council At-Large: Amber Corrieri

Ames Council Ward 1: Gloria Betcher

Ames Council Ward 3: Anita Rollins

Ames City Hospital Trustees (two to be elected): Mary Kitchell, Beth Swenson

Ames City Hospital Trustees, To Fill Vacancy: Austin D.M. Woodin

Cambridge Mayor: Bobby Chubbic*

Cambridge Council At-Large (three to be elected): Michael J. Macki, Barb McBreen, Taylor Bassett

Collins Mayor (two-year term): Brett Comegys

Collins Council At-Large (three to be elected): Dawnell Kennedy, Dawn Pasquariello, Marissa Welch

Colo Mayor, To Fill Vacancy: Brent Bappe

Colo Council At-Large (three to be elected): Joshua Vaughn, Randy Stoeffler, Avery King

Gilbert Mayor (two-year term): Jonathan C. Popp

Gilbert Council At-Large (two to be elected): Stephen J. Mahoney, Tera Sitzmann

Huxley Mayor (two-year term): Kevin Deaton

Huxley Council At-Large (three to be elected): Rory Echer, Niko Pilcher, David G. Kuhn

Kelley Council At-Large (two to be elected): Tim Salasek*, David Hauge*

Maxwell Mayor (two-year term): Jameson Hudson

Maxwell Council At-Large (two to be elected): Lauryn R. Myers, Kenneth Jans

McCallsburg Mayor (two-year term): David Muth

McCallsburg Council At-Large (three to be elected): Emily Jean Banks, Scott T. Anderson, William D. Lytle

Nevada Mayor: Brett Barker

Nevada Council At-Large: Steve Skaggs

Nevada Council Ward 2: Brian Hanson

Nevada Council Ward 4: Dane Nealson

Roland Mayor (two-year term): Andrew Webb

Roland Council At-Large (two to be elected): Riley Larson, Amy Knoll*

Roland Council At-Large, To Fill Vacancy: Chance McDonald

Story City Mayor: Mike L. Jensen

Story City Council At-Large (two to be elected): David Sporleder, Mary K. Solberg

Story City Council At-Large, To Fill Vacancy (two to be elected): Rhonda J. Ostrem, Jim O'Connor

Zearing Mayor (two-year term): Tim Reed

Zearing Council At-Large (three to be elected): David Tisdale, Sandy Perisho, Rick L. Good

*write-in winner

CANDIDATES ELECTED BY THE VOTERS OF THE RESPECTIVE SCHOOL DISTRICTS LOCATED WHOLLY WITHIN STORY COUNTY:

Ames Director At-Large (three to be elected): Amy Erica Smith, Kelly Winfrey, Brett Becker
Nevada Director At-Large (two to be elected): Amici Hayek, Joe A. Anderson

PUBLIC MEASURE DEFEATED BY VOTERS OF THE RESPECTIVE JURISDICTION:
Public Measure TQ (City of Collins Library Levy)

DATED THIS 9th DAY OF NOVEMBER, 2021.



Chairperson, Board of Supervisors




Attest: County Auditor

ROLL CALL	Lisa Heddens	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Absent <input type="checkbox"/>
FOR ALLOWANCE	Linda Murken	Yea <input type="checkbox"/> Nay <input type="checkbox"/> Absent <input checked="" type="checkbox"/>
	Latifah Faisal	Yea <input checked="" type="checkbox"/> Nay <input type="checkbox"/> Absent <input type="checkbox"/>

ALLOWED BY VOTE OF BOARD

Yea 2 Nay 0 Absent 1


CHAIRPERSON

Above tabulation made by 

STATE OF IOWA
ABSTRACT OF VOTES

Story County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2021 Story County City School Election held on the 2nd day of November, 2021, as shown by the tally lists returned from the several election precincts.

Council Member At Large, City of Nevada

Story

STEVE SKAGGS	Received seven hundred thirty-nine (739) votes
<u>WRITE-IN</u>	
CHARILIE GOOD	Received forty-three (43) votes
Candidate Total	Seven hundred eighty-two (782) votes
SCATTERING	Twenty-five (25) votes
TOTAL	Eight hundred seven (807) votes

We therefore declare:

STEVE SKAGGS duly elected for the office of Council Member At Large, City of Nevada for the term of 4 years.

Mayor, City of Nevada

Story

BRETT BARKER	Received eight hundred eleven (811) votes
Candidate Total	Eight hundred eleven (811) votes
SCATTERING	Sixty-seven (67) votes
TOTAL	Eight hundred seventy-eight (878) votes

We therefore declare:

BRETT BARKER duly elected for the office of Mayor, City of Nevada for the term of 4 years.

Council Member Ward 2, City of Nevada

Story

BRIAN HANSON	Received one hundred forty-one (141) votes
Candidate Total	One hundred forty-one (141) votes
SCATTERING	Fifteen (15) votes
TOTAL	One hundred fifty-six (156) votes

We therefore declare:

BRIAN HANSON duly elected for the office of Council Member Ward 2, City of Nevada for the term of 4 years.

Council Member Ward 4, City of Nevada

Story

DANE NEALSON	Received two hundred forty (240) votes
Candidate Total	Two hundred forty (240) votes
SCATTERING	Fifteen (15) votes
TOTAL	Two hundred fifty-five (255) votes

We therefore declare:

DANE NEALSON duly elected for the office of Council Member Ward 4, City of Nevada for the term of 4 years.

STATE OF IOWA
ABSTRACT OF VOTES

Story County, Iowa

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Nevada the county seat of Story County, this 9th day of November, 2021.




Chairperson



(Seal)

Members of the Board
of Supervisors and
ex-officio County
Board of Canvassers

Attest:


County Auditor and Clerk of the Board of Supervisors

Item # 5644
Date: 12/13/21

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the _____ Council Agenda

Business Name Good + Quick Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

11-17-21

Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

No orders -



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Good & Quick Co	Good & Quick Co	(515) 382-4323

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
519 Lincolnway	Nevada	Story	50201

MAILING ADDRESS	CITY	STATE	ZIP
519 Lincolnway	Nevada	Iowa	50201

Contact Person

NAME	PHONE	EMAIL
Charles Good	(515) 290-1346	cha0958@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0001363	Class E Liquor License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Dec 5, 2021	Dec 4, 2022	

SUB-PERMITS

Class E Liquor License, Class B Native Wine Permit

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Dec 13, 2021 Council Agenda

Business Name M. Casita Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

12-8-21
Date

D. J. Z
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

During the inspection no violations were noted.
Very clean @ time of inspection.
Well Done!
[Signature]



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
Mi Casita, Inc.	Mi Casita	(515) 382-2444	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
1115 6th Street	Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP
1115 6th Street	Nevada	Iowa	50201

Contact Person

NAME	PHONE	EMAIL
Martin Fuentes	(515) 382-2444	indalec@icloud.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0032922	Class C Liquor License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Dec 15, 2021	Dec 14, 2022		
SUB-PERMITS			
Class C Liquor License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Integrity Insurance	Dec 15, 2021	Dec 15, 2022
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Item # 51
Date: 12/13/21

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

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

NEW _____ RENEWAL X

I/We, Arends Sanitation Inc address 1608 4th St
do hereby, this 16th day of November, 2021 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2022 to December 31, 2022. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 100.00 (\$25 per vehicle - list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed

By

Charlotte Arends
Office Manager/Owner

Vehicles:

1. 2007 Freightliner - Trash Truck
2. 2008 International - Trash Truck
3. 2010 Freightliner - Trash Truck
4. 2014 International - Trash Truck
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest:

City Clerk,

City Administrator

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

1. Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106. *Will provide when we receive*
2. X A complete and accurate listing of the number and type of collection and transportation equipment to be used;
2007 Freightliner - Trash Truck
2008 International - Trash Truck
2010 Freightliner
2014 International - Trash Truck
3. X A complete description of the frequency, routes and method of collection and transportation to be used;
Pick up in Nevada is on Wednesday & Saturday for Residential customers
Commercial customers are Monday thru Saturday
4. X A statement as to the precise location and method of disposal or processing facilities to be used;
All trash goes to the Ames Resource Recovery Plant or to the Boone County Landfill when the plant diverts us there.
5. X A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and *Should already have on file*
6. X If a corporation, the names and addresses of the officers thereof.
Carl Arends - President
Charlotte Arends - Vice President
Address: 1704 5th St - Nevada

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

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

NEW _____ RENEWAL X

I/We, ~~Waste Management of Ames~~ address 210 Freed Ave Ames, IA 50010
do hereby, this 1 day of November, 2021 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2022 to December 31, 2022. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 300 (\$25 per vehicle – list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed

By Lindsay Bertram

Vehicles:

1. see attached truck list
2. _____
3. _____
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest:

City Clerk, _____

City Administrator _____

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

1. ☒ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
2. ☒ A complete and accurate listing of the number and type of collection and transportation equipment to be used;
see attached truck list
3. ☒ A complete description of the frequency, routes and method of collection and transportation to be used;
One time a week service, one routes, automated residential/commercial frontload truck
4. ☐ A statement as to the precise location and method of disposal or processing facilities to be used;
Resource Recovery, Ames Towa
5. ☒ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and
6. ☒ If a corporation, the names and addresses of the officers thereof.
Lindsay Bertrass - Route Manager, Waste Management
Greg Traver - District Manager, Waste Management

208722	2007 MACK	MR688S	AJF778 - IA
210684	2009 PETERBILT	320	JSC932 - IA
263957	2004 MACK	LE613	JAR422 - IA
264100	2005 MACK	LE613	HOV822 - IA
264619	2007 MACK	LE613	HOV823 - IA
264793	2009 PETERBILT	320	FHA710 - IA
412439	2009 PETERBILT	365	HKF602 - IA
413115	2008 MACK	GU700	JSK813 - IA
415625	2018 PETERBILT	365	IYA873 - IA
416121	2019 PETERBILT	365	HKJ711 - IA
416253	2008 KENWORTH	T300	GUS118 - IA
417806	2007 MACK	CXN613	CX1672 - IA



CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY)
11/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Indemnity Insurance Co of North America INSURER C: ACE Fire Underwriters Insurance Company INSURER D: ACE Property & Casualty Insurance Co INSURER E: INSURER F:
INSURED 1300299 WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF IOWA, INC 201 SE 18THST DES MOINES IA 50317	NAIC # 22667 43575 20702 20699

COVERAGES

CERTIFICATE NUMBER: 18003393

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

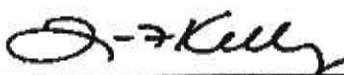
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y WLR C6781180A (AOS) WLR C67811768 (AZ,CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

18003393 CITY OF NEVADA PO BOX 530 NEVADA IA 50201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

NEW _____ RENEWAL X

I/We, Jerry's Sanitation address PO Box 264, 206 W Grant St, Zearing
do hereby, this 1st day of November, 2021 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2022 to December 31, 2022. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

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

Signed

By

Melany H. Bailey
OFFICE MANAGER

Vehicles:

1. 2021 Freightliner M2 (Garbage truck)
2. 2005 Freightliner M2 (Rolloff truck)
3. _____
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest: _____
City Clerk, City Administrator

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

1. _____ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
2. ☒ A complete and accurate listing of the number and type of collection and transportation equipment to be used;
2005 Freightliner - Roll off truck - Roll off dumpsters (15-yd) delivered as needed.
2021 Freightliner - Garbage truck - 65 or 95 gallon garbage carts, 1.5-yd dumpsters,
2-yd dumpsters, or temporary 4-yd dumpsters.
Pickup & trailer to collect any yard waste.
3. ☒ A complete description of the frequency, routes and method of collection and transportation to be used;
All regular garbage collection within the city of Nevada will be collected every
Thursday with the 2021 Freightliner.
Roll off dumpsters & other temporary containers are collected on call.
4. _____ A statement as to the precise location and method of disposal or processing facilities to be used;
All waste will be taken to Ames Resource Recovery Plant unless directed
otherwise by the county. Construction and demolition waste will be disposed
of at the Boone Co Landfill.
5. _____ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and
6. _____ If a corporation, the names and addresses of the officers thereof.
N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cy-Hawk Insurance, Inc PO Box 400 State Center IA 50247		CONTACT NAME: Kendall Valde PHONE (A/C, No, Ext): (641) 691-8029 FAX (A/C, No): (888) 721-0092 E-MAIL ADDRESS: kendall@cyhawkinsurance.com	
INSURED Bailey Service, LLC DBA Jerry's Sanitation P.O. BOX 264 Zearing IA 50278		INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUT INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			A890685	04/14/2021	04/14/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			A890685	04/14/2021	04/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			A890685	04/14/2021	04/14/2022	EACH OCCURRENCE \$ 1,000,000
			AGGREGATE \$				
			\$				
			\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Nevada
1209 6th St
Nevada, IA 50201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

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

NEW _____ RENEWAL X

I/We, Aspen Waste Systems address 1800 E Encino Ave Ames IA 50313
do hereby, this 10 day of December, 2021 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2022 to December 31, 2022. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 500.00 (\$25 per vehicle - list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed

By 

Vehicles:

1. _____
2. _____
3. see attached sheet
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest: _____

City Clerk,

City Administrator

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

1. _____ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
2. _____ A complete and accurate listing of the number and type of collection and transportation equipment to be used;

Please see attached

3. _____ A complete description of the frequency, routes and method of collection and transportation to be used;

4. ☒ A statement as to the precise location and method of disposal or processing facilities to be used;

Please see attached

5. _____ A certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and

6. _____ If a corporation, the names and addresses of the officers thereof.



ASPEN WASTE SYSTEMS INC.

Aspen Waste Systems of Iowa, Inc
1800 East Euclid Ave
Des Moines, Iowa 50313

Phone: 515-974-1400
Fax: 515-974-1727

1. Employer ID #: 27-2160572
2. Frequency of routes: Monday thru Saturday
3. Trucks to be used: Mack & International Front Load, Rear Load and Roll off.
4. Location of Disposal: Boone County Landfill
1268 - 224th Lane
Boone, IA 50036

Resource Recovery
110 Center Ave
Ames, IA 50010

Aspen Waste Systems of Iowa - Ames

Truck List

Truck #	Make	Year	Body/Hoist	Vin#	License #
15	Intl	2010	Delivery	1HSMMAAN7AH271265	EZ9591
300	Intl	2007	Side Load	1HTWGAZT77J456738	AH1032
303	Intl	2021	Side Load	3HAEKTAT8ML862462	JXU723
304	Intl	2021	Side Load	3HAEKTATXML862463	JXU725
305	Intl	2021	Side Load	3HAEKTAT1ML862464	KDT094
306	Intl	2021	Side Load	3HAEKTAT8ML862428	KTE647
1529	Freightliner	2014	Rear Load	3ALHCYCY0EDFN0086	JXU770
1533	Freightliner	2015	Rear Load	3ALHCYCY1FDGL0353	JXU758
1531	Freightliner	2015	Rear Load	3ALACXCYXFDGL2713	JXU760
1534	Freightliner	2016	Rear Load	1FVACXCYXGHGY1700	JXU759
1535	Freightliner	2016	Rear Load	1FVHCYCY7GHHK6922	JXU761
1536	Freightliner	2016	Rear Load	3ALHCYCY9GDHT0508	JXU762
1532	Mack	2016	Front Load	1M2AU02C5GM010179	JXU763
400	Mack	2007	Front Load	1M2K189C87MO36261	766XKW
402	Mack	2012	Front Load	1M2AV02C8CM008806	764YMB
405	Mack	2015	Front Load	1M2AV02C4FM012499	CRN241
410	Mack	2021	Front Load	1M2TE1GC6MM005525	KDS234
501	Intl	2005	Rear Load	1HTWGADR95J044507	461YTC
605	Mack	2015	Rolloff	1M2AX04C1FM023580	HGZ452
609	Mack	2018	Rolloff	1M2AX04COJM038421	FNW197



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 4410 Golf Terrace Suite 202 Eau Claire WI 54701	CONTACT NAME: Kristin Schiferl PHONE (A/C, No, Ext): 715-833-7000 FAX (A/C, No): 212-948-9125 E-MAIL ADDRESS: kristin.schiferl@marshmma.com												
INSURED Aspen Waste Systems Inc.; Aspen Waste Systems of Iowa Inc.; Aspen Waste Systems of Missouri, Inc.; Aspen Waste Systems of Minnesota, Inc.; Aspen Leasing Group; - 2951 Weeks Avenue S.E. Minneapolis MN 55414	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Secura Insurance, A Mutual Company</td><td>NAIC # 22543</td></tr><tr><td>INSURER B: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER C: Safety National Casualty Corporation</td><td>16105</td></tr><tr><td>INSURER D: Burlington Insurance Company</td><td>23620</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Secura Insurance, A Mutual Company	NAIC # 22543	INSURER B: Scottsdale Insurance Company	41297	INSURER C: Safety National Casualty Corporation	16105	INSURER D: Burlington Insurance Company	23620	INSURER E:		INSURER F:	
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INSURER D: Burlington Insurance Company	23620												
INSURER E:													
INSURER F:													

COVERAGES

CERTIFICATE NUMBER: 21171702

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	3316253	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA6875496	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XLS0117522	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4062050	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Bldg/Personal Property Excess Umbrella Liability			3316253 268BE0037101	12/31/2020 12/31/2020	12/31/2021 12/31/2021	Blanket Limit Occurrence 17,806,365 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF NEVADA
1209 6TH STREET
PO BOX 530
NEVADA IA 50201-0530

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Item # 6A
Date: 12/13/21

CITY OF NEVADA, IOWA
1209 SIXTH STREET
PHONE: 382-5466 FAX: 382-4502
BOARD/COMMISSION MEMBER APPLICATION

NAME: Kris Lee Corbin OTHER NAMES USED: _____
First, Middle, Last

ADDRESS: 1139 H Ave EMAIL: l.con

PHONE # HOME: _____ RK: 515

PLACE OF BIRTH: _____ F BIRTH: _____

Please indicate your areas of interest by prioritizing them, with _____ being the highest interest, etc.

CHOICE	NAME OF BOARD	CURRENT MEETING TIMES
_____	Board of Appeals	As needed
_____	Parks and Recreation Board	3 rd Wednesday 5:15 p.m.
_____	Planning and Zoning Commission	1 st Monday 6:15 p.m.
_____	Gates Hall Board	As needed
_____	Board of Adjustment (as called)	2 nd Tuesday 10:00 a.m.
_____	Library Board	3 rd Monday 5:00 p.m.
<input checked="" type="checkbox"/>	Historic Preservation Commission	As needed
_____	Nevada Senior Community Center Commission	As needed 8:30 a.m.
_____	Re-Development Incentive Fund Committee	As needed
_____	City Council Member	2 nd and 4 th Mondays 6:00 p.m.
_____	Community Betterment Committee	As needed

Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you? None

Please explain why you feel qualified to serve the City of Nevada as a member of this board.

Pres of Nevada Historical Society on its Board for 20 years

If appointed to this board, what would be some of your goals and objectives in helping this board move forward? Work on the history of Nevada

If you have any other comments you would like to share regarding your application or about yourself, please use the back of this page.

If there is no opening for a position on your board of choice, would you be interested in being considered in the future. (Circle One) Yes No

*A Background check will be required before an appointment is made. Any results from such background check may be subject to open records law.

F:\Office\Forms\Board Application.doc



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police

Item # 7A
Date: 12/13/21



LETTER OF COMMENDATION

DATED: December 3, 2021


Dear Paramedic Ray Beaty:

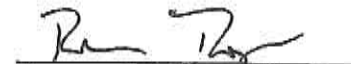
You are hereby awarded a department Letter of Commendation for your exemplary service to the City of Nevada. Your dedication to the EMS program of the Nevada Fire Department is second to none. This kind of dedication reflects favorably upon you as a volunteer part-time employee of the fire department.

On December 2nd, you participated in an Iowa Department of Public Health, EMS license inspection. The inspection focused on sixteen areas of the department's emergency medical services program. The fire department did not have a single deficiency during this inspection. While the inspection is one component of a successful program. You spent months tracking provider documents, equipment, and vehicle logs to assure the city was ready. That is dedication! The results speak for themselves. You are a major contributor as to why this license inspection was flawless. Your attention to detail is impeccable.

This letter of commendation will be a permanent part of your employment file with the city. Again, a job well done.

Signed this 3rd day of December, 2021.


Ricardo Martinez II
Public Safety Director


Raymond A. Reynolds
Director of Fire & EMS

Item # 8A
Date: 12/13/21



5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 + Fax 713.965.0044

HRGREEN.COM

December 8, 2021

Mr. Jordan Cook
City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201

Re: Nevada WWTF Improvements – Phase 2: Recommendation on Contractor's Application for Payment No. 6

Dear Jordan:

Attached is an electronic copy of Payment Application No. 6 from Williams Brothers Construction Inc. (WBCI) for the Nevada WWTF Improvements – Phase 2 project. Items included in this application are summarized as follows:

- **General Requirements:** Division 1 requirements, Mobilization;
- **Site Work:** Various Site underground electrical, manholes and vaults;
- **120-Administration Maintenance Building:** no work completed this period
- **210-Headworks:** Concrete, process piping, stored materials;
- **320-Oxidation Ditches:** Concrete;
- **320-Oxidation Ditches Flow Splitter:** metal fabrications, process piping, lighting, stored materials;
- **350-Secondary Treatment Building:** Rebar, process piping, plumbing;
- **360-Secondary Treatment Chemical Storage Building:** Plumbing piping; stored materials;
- **380-Secondary Clarifiers:** Rebar, process piping, stored materials;
- **390-Return Pump Station:** Rebar, process piping, plumbing, lighting;
- **420-UV Disinfection Building:** Process piping;
- **520-Aerobic Digesters:** Rebar, process piping, stored materials;
- **550-Solids Processing Building:** no work completed this period;
- **570-Biosolids Pumping Building:** floor hatches, stored materials;
- **580-Biosolids Storage Tanks:** no work completed this period.

The total for Pay Application No. 6 is \$731,644.15. As of this Pay Application, WBCI has been paid 17.7% of the current contract price (not including retainage withheld). As of this Pay Application, approximately 28% of the time has been used. WBCI appear to be on schedule based on work completed and time remaining.

We have reviewed Payment Application No. 6. We have verified that most all certified payroll records for the corresponding pay application period are received and conforming; however a couple subcontractors are delayed with their a few payrolls records for this month. These should be submitted before next month's pay application and can be processed at that time. There have been no issues with certified payroll compliance to date. Therefore, we recommend full payment of Payment Application No. 6 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

See full pay
request in
separate
email.



► Mr. Jordan Cook
Page 2 of 2
12/8/21

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5304.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Michael Roth'.

Michael Roth, P.E.
Senior Project Manager

Enclosure

Cc : Kerin Wright, City Clerk (via email)
Mark Jones, WWTF Superintendent (via email)
Kurtis Knapp, WBCI (via email)
Jacob Lee, WBCI (via email)

J:\2016\160473.02\Construction\Payment\Pay_Estimates\#6\ltr-120821-WWTF Impr_Phase_2-
Pay_Request_6_recommendation.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 6 PAGES

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

Telephone:
 Fax

PROJECT

Nevada WWTF Improvements Phase 2
 62512 270th Street
 Nevada, IA 50201

Application No. 6
 Period To: November 30, 2021
 PROJECT NOS:

Distribution to:
 OWNER
 ENGINEER

FROM CONTRACTOR:

Williams Brothers Construction Inc

VIA ENGINEER HR Green Inc.

Phone: 515-278-2913

CONTRACTOR

P.O. Box 1366

5525 Merle Hay Road, Suite 200

Contract date:

November 30, 2021

Peoria, Illinois 61654

Johnston, IA 50131

Substantial completion date:

CONTRACTOR

CONTRACT FOR: General Ph 309/688-0416; Fax 309/688-0891

Attn:

Invoice 11 21 542 6

email -- (Jacob.Lee) (Kurtis) @wbci.us

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

CONTRACTOR: Williams Brothers Construction Inc.

By: *Jacob Lee* Date: November 30, 2021

Jacqueline Smith, Treasurer

State of: Illinois

County of: Peoria

Subscribed and sworn to before me this day of

November 30, 2021

Notary Public: *Jacob K. Lee*

"OFFICIAL SEAL"

JACOB K. LEE

Notary Public, State of Illinois

My Commission Expires 06-15-2025

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1. ORIGINAL CONTRACT SUM	35,850,000.00
2. Net Change by Change Orders	
3. CONTRACT SUM TO DATE (LINE 1 + 2)	35,850,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G702)	6,680,208.16
5. RETAINAGE:	
a. 5 % of 100% of Contract (Columns D + E on G703)	(304,248.48)
b. 5 % of Stored Material (Columns F on G703)	(29,761.93)
Total Retainage (Line 5a + 5b or Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	(334,010.41)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	6,346,197.75
	(5,614,553.60)

8. CURRENT PAYMENT DUE 731,644.15

9. BALANCE TO FINISH, INCLUDING RETAINAGE 29,503,802.25
 (Line 3 less Line 6)

AMOUNT CERTIFIED 731,644.15

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)

Engineer: HR Green

By: Date: 12/8/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTAL	0.00	0.00
NET CHANGES by Change Order		0.00

RESOLUTION NO. 036 (2021/2022)

Resolution to provide for a notice of hearing on proposed plans, specifications, forms of contract and estimate of cost for the 2022 Street Improvements Project (Divisions 1 and 2), and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and forms of contract prepared by HR Green, Inc. (the "Project Engineers"), which may be hereafter referred to as the "2022 Street Improvements Project (Divisions 1 and 2)" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and forms of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. January 24, 2022, at 6:00 p.m., at the Council Chambers, City Hall, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

**NOTICE OF PUBLIC HEARING ON PROPOSED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
2022 STREET IMPROVEMENTS**

NEVADA, IOWA

Notice is Hereby Given: That at 6:00 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201 on January 24, 2022, the City Council of the City of Nevada, Iowa (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 2022 Street Improvements (the "Project").

The Project shall consist of:

Division 1 -

North 11th Street, from U Avenue to W Avenue: Full-depth asphalt reconstruction with storm sewer improvements, and

Lincoln Highway, from the UPRR overpass east approximately 1900 feet: Mill and asphalt overlay.

Division 2 -

S-14 (West 3rd Street), from the Union Pacific Railroad underpass south to M Avenue: Full-depth PCC or Asphalt reconstruction with storm sewer improvements.

Divisions 1 and 2 are not tied and may be awarded to separate Bidders.

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Kerin Wright
City Clerk

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 1:00 p.m. on January 19, 2022, in the office of the City Clerk, City Hall, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. January 24, 2022, at 6:00 p.m., at the Council Chambers, City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 5% of the total amount of the bid.

Section 7. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

(Form of Notice to Bidders)

**NOTICE TO BIDDERS
2022 STREET IMPROVEMENTS**

NEVADA, IOWA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvement as stated below must be filed before 1:00 PM on January 19, 2022 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 1:00 PM on January 19, 2022 in the office of the City Clerk, City Hall, 1209 6th Street, Nevada, IA 50201 for consideration by the City Council of the City of Nevada, Iowa at its meeting on January 24, 2022 at 6:00 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201. The City of Nevada, Iowa reserves the right to reject any and all bids.

The City of Nevada, Iowa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than within 10 days of Execution of Agreement, work shall be substantially complete on or before November 1, 2022, and shall be fully completed on or before December 1, 2022. Damages in the amount of Five Hundred & 00/100 Dollars (\$500.00) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to Five (5) percent of the total amount of the bid.

Contract Documents. Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 5525 Merle Hay Rd., Ste. 200, Johnston, Iowa 50131, Ph: 515-278-2913 or e-mail request to kmuhlena@hrgreen.com. Plans and Specifications are available at no cost

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City Council of the City of Nevada, Iowa on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 PM on January 24, 2022 in the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Nevada, Iowa will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

General Nature of Public Improvement.

Division 1 -

North 11th Street, from U Avenue to W Avenue: Full-depth asphalt reconstruction with storm sewer improvements, and

Lincoln Highway, from the UPRR overpass east approximately 1900 feet: Mill and asphalt overlay.

Division 2 -

S-14 (West 3rd Street), from the Union Pacific Railroad underpass south to M Avenue: Full-depth PCC or Asphalt reconstruction with storm sewer improvements.

Divisions 1 and 2 are not tied and may be awarded to separate Bidders.

This Notice is given by authority of the City of Nevada, Iowa

Kerin Wright, City Clerk
City of Nevada, Iowa

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved December 13, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

December 8, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: 2022 Street Improvements Project (Divisions 1 and 2)
Our File No. 420131-104

Dear Kerin:

We have prepared and attach the necessary proceedings to enable the City Council to act at the December 13, 2021, meeting to set a date, time and place for the hearing and letting for the 2022 Street Improvements Project (Divisions 1 and 2).

The materials attached include the following items:

1. Resolution setting the date for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed forms of contract and estimated cost (the "Contract Documents") set forth in Section 4 of the Resolution; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Section 7 of the Resolution.

2. Attestation Certificate attesting to the validity of the transcript.

3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be published at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is January 20, 2022. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.

The Notice to Bidders must be posted in each of the following three places:

- (i) in a relevant contractor plan room service with a statewide circulation;
- (ii) in a relevant construction lead generating service with a statewide circulation; and
- (iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is January 6, 2022. The Notice to Bidders should be provided to the Construction Update Network by no later than January 5, 2022.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the engineer will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the City Clerk or the engineer will arrange for the Notice to Bidders to be posted on either the City's website or the website of the Iowa League of Cities.

Please return one fully executed copy of these proceedings to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

John P. Danos

Attachments

cc: Jordan Cook
Larry Stevens

2022 STREET IMPROVEMENTS

CITY OF NEVADA, IOWA 2022

DIVISION 1

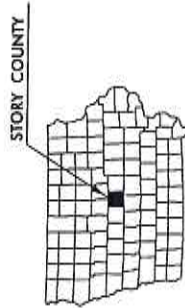
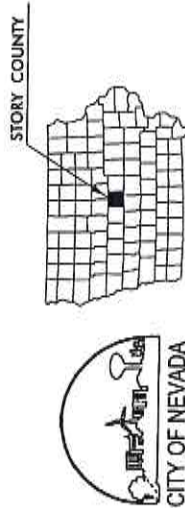
SEGMENT 1 - NORTH 11TH STREET ASPHALT CONSTRUCTION

SEGMENT 2 - LINCOLN HIGHWAY ASPHALT OVERLAY

DIVISION 2

OPTION A - S-14 PCC FULL DEPTH RECONSTRUCTION

OPTION B - S-14 ASPHALT FULL DEPTH RECONSTRUCTION



INDEX OF SHEETS	DESCRIPTION
A	Title Sheets
A-1, 3	Title Sheet and location map
B	Typical Cross Sections & Details
B-1, 3	Typical cross sections and details
C	Quantities and General Information
C-1, 6	Quantities and General Information
D	Mainline Plan & Profile Sheets
D-1, 2	North Arrow, Street Plan and Profile Sheets
D-3, 5	1:18 plan and 1:18 profile sheets
E	Survey Sheets
E-1, 3	Reference Station Marks and Vertical Control
F	Traffic Control and Staging Sheets
F-1, 6	Traffic Control Plan and Staging
G	Pavement Markings and Traffic Signing
G-1, 3	Workshop Markings and Traffic Signing
H	Geometric, Jointing, and Staking
H-1, 3	Geometric, Jointing, and Staking Sheets
I	Storm Sewer Plan and Profile
I-1, 3	Storm Sewer Plan and Profile
I-4, 6	1:14 Storm Sewer
J	Mainline Cross Sections
J-1, 18	Mainline Street Cross Sections
K	Mainline Cross Sections
K-1, 18	Mainline Street Cross Sections

REFER TO SHEET A.02 FOR LOCATION MAP

HR GREEN PROJECT NUMBER: 201191

THE 2022 URM STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS
MANUAL SHALL APPLY TO CONSTRUCTION ON THIS PROJECT.



5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, IOWA 50131-1448
Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com

3025 MERCEY HAY ROAD, SUITE 200 | JOHNSON, IOWA 50131-1448
Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com

\\virgondan\data\40100103\Streets - Miscellaneous Projects\1101101 St U Avenue Nevada\2001 Streets\ST_40100100_4011001

Abstract

A.01
SHEET NO.

I hereby certify that the accompanying documents were prepared by the
 undersigned and that the information is true and correct to the best
 of my knowledge and belief.
 Signature _____ DATE _____
 Printed Name _____
 Title _____
 License No. _____
 State _____
 I understand that this document is governed by the seal.
 ALL SHEETS _____

LARRY J. STREIBS
 090359
 PROFESSIONAL ENGINEER
 LICENSED

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am duly Licensed Professional Engineer in the State of Illinois.

ILLINOIS

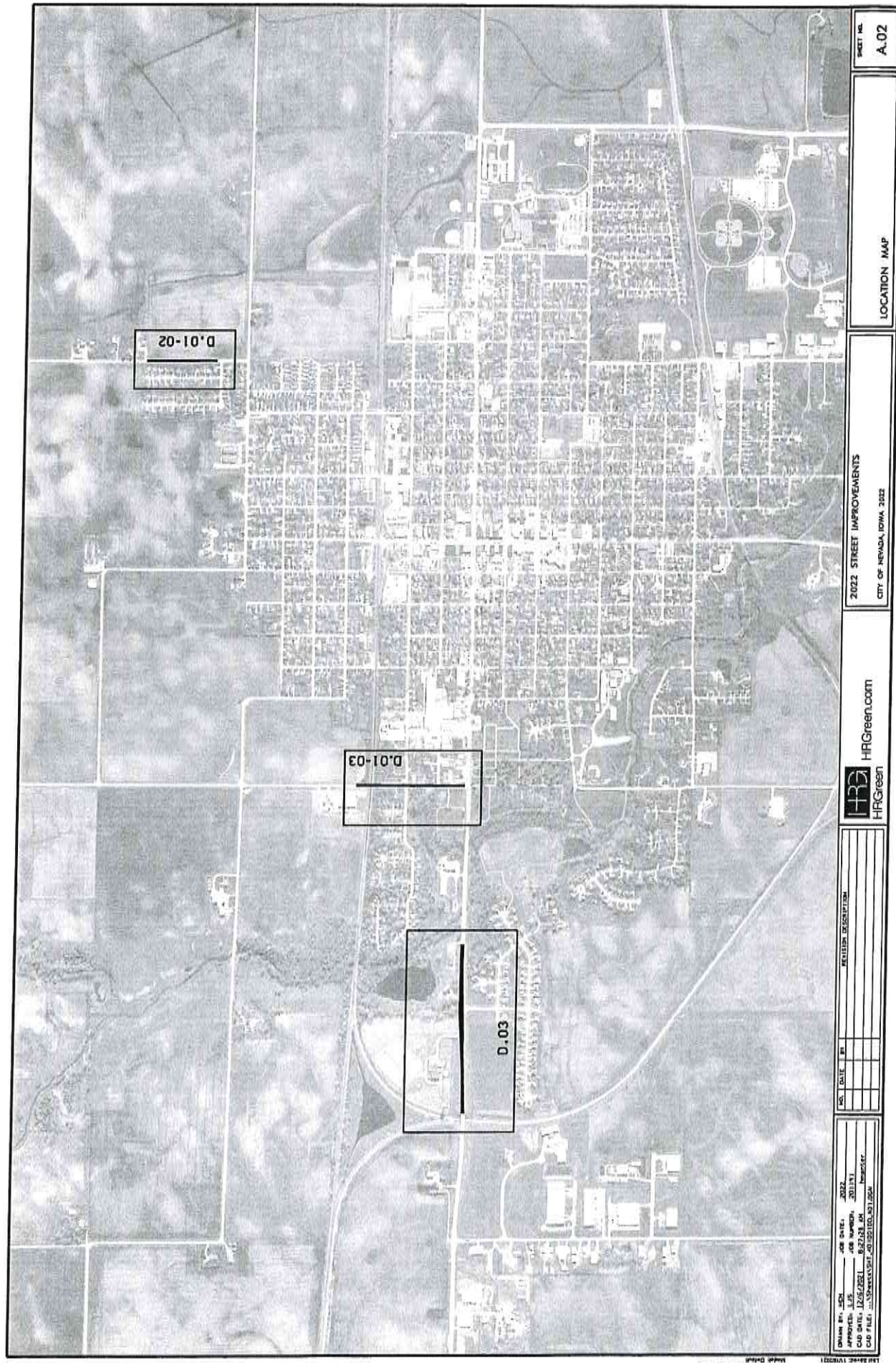
LICENSEE'S NAME

DATE

This document is valid until December 31, 2021.

This document is covered by title 62.

SHEET



SHEET NO.
A.02

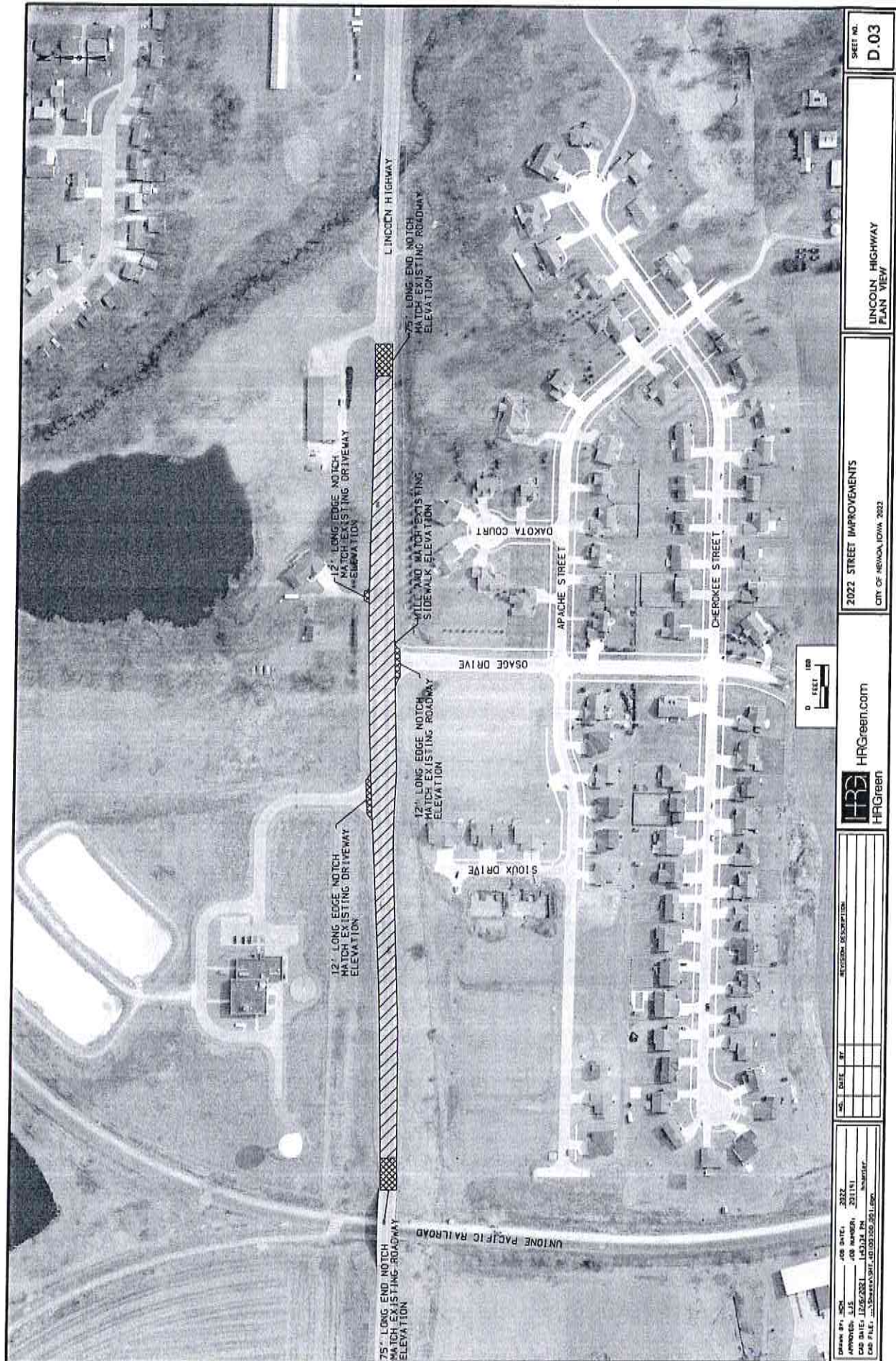
LOCATION MAP

2022 STREET IMPROVEMENTS
CITY OF NEVADA, IOWA 2022

HRGreen.com
HRGreen

NO.	DATE	BY	REVISION DESCRIPTION

DRAWN BY: JSC
 JOB DATE: 2022
 JOB NO: 2022-01
 CAD DATE: 12/04/2021
 CAD FILE: ...SPRINKLER_A02.DWG



Drawn By: JEN	Job Date: 2012
Approved: JJS	Job Manager: 2011
CDR Date: 12/26/2021	14:03:24 PM
CDR File: ...Shawna@HRGreen.com	

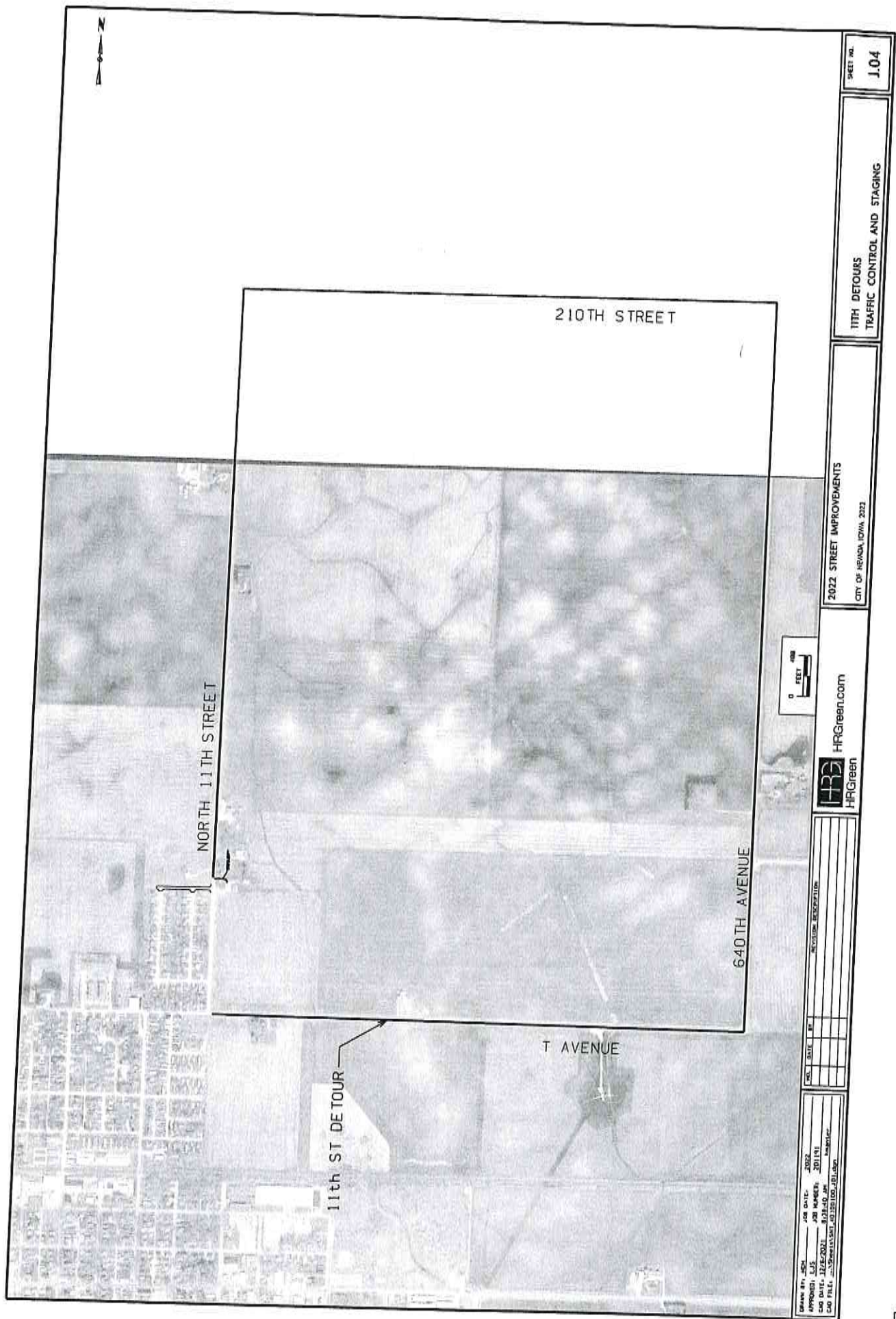
NO.	DATE	BY	REVISION DESCRIPTION

HRGreen
HRGreen.com

2022 STREET IMPROVEMENTS
CITY OF NEWARK, IOWA 2022

SHEET NO.
D.03

**LINCOLN HIGHWAY
PLAN VIEW**



SHEET NO.
1.04

11TH DETOURS
TRAFFIC CONTROL AND STAGING

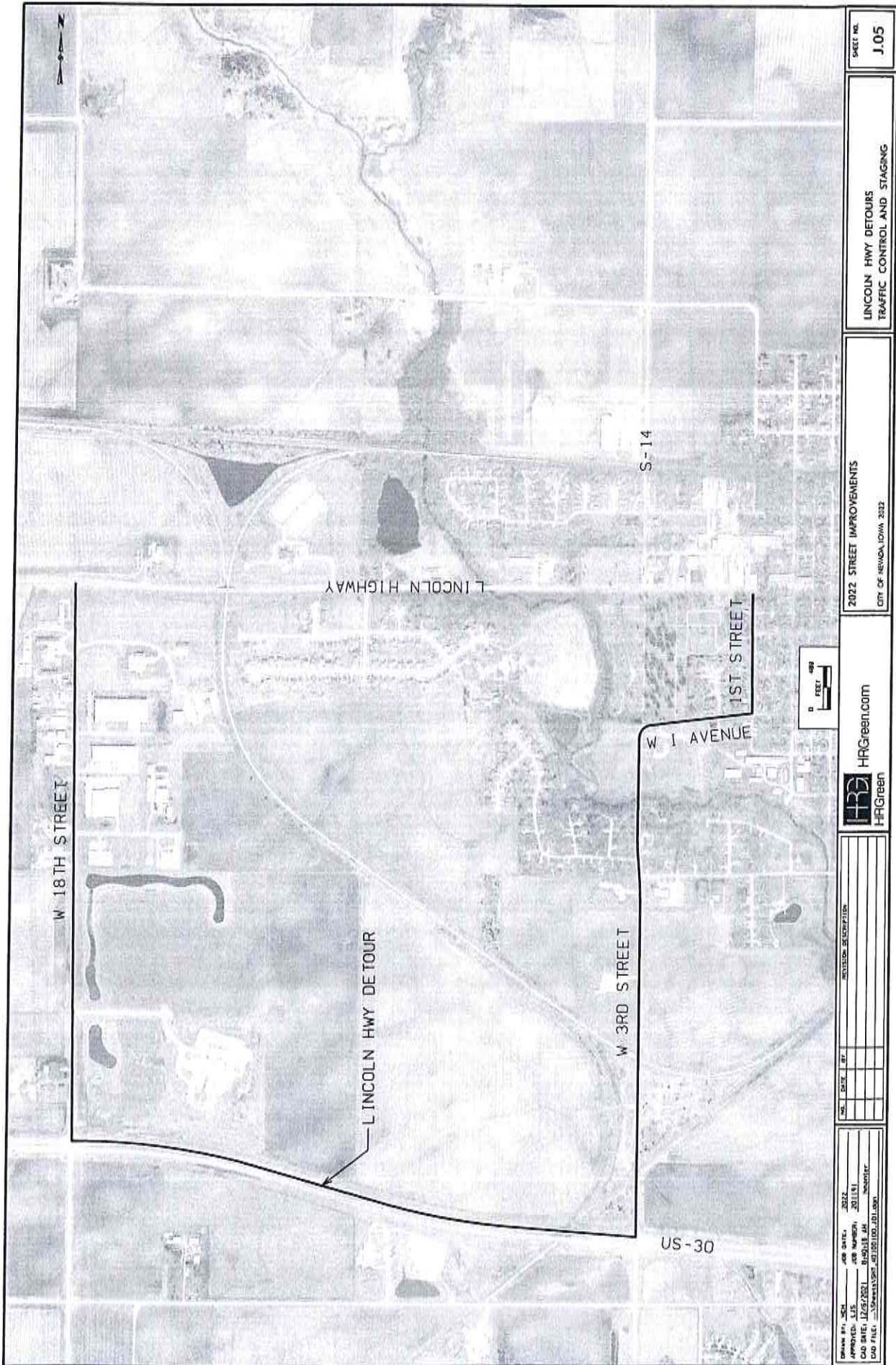
2022 STREET IMPROVEMENTS
CITY OF MENA, IOWA 2022

HR Green
HRGreen.com

REVISION DESCRIPTION

REV.	DATE	BY

DRAWN BY: JCH	JOB DATE: 2022
DESIGNED BY: JCH	JOB NUMBER: 20191
CAD DATE: 12/28/2021	OFFICE: JCH
CAD FILE: \\SPRINT\JCH\20191.dwg	REVISION: 1.0



DESIGN BY: MCH	JOB DATE: 2022
APPROVED: JJS	JOB NUMBER: 201161
DATE: 12/9/2021	BY: JJS, JAM
DATE FILED: 12/9/2021	PROJECT: US-30/18-181

NO.	DATE	BY	REVISION DESCRIPTION


HRGreen
HRGreen.com

2022 STREET IMPROVEMENTS
 CITY OF NEVADA, IDAHO 2022

LINCOLN HWY DETOURS
 TRAFFIC CONTROL AND STAGING
 SHEET NO. **J.05**



SHEET NO.
J.06

S-14 DETOUR
TRAFFIC CONTROL AND STAGING

2022 STREET IMPROVEMENTS
CITY OF NEWTON, IOWA 2022

HRGreen.com
HRGreen

NO.	DATE	DESCRIPTION

DESIGN BY: JCH	JOB DATE: 2022
DESIGNED BY: JCH	JOB NUMBER: 20111
DATE: 12/08/2021	PROJECT: 2022 STREET IMPROVEMENTS
DESIGNED BY: JCH	PROJECT: 2022 STREET IMPROVEMENTS

**SPECIFICATIONS
FOR
2022 STREET IMPROVEMENTS
NEVADA, IOWA**

TABLE OF CONTENTS

GENERAL REQUIREMENTS OF THE CONTRACT

NOTICE OF PUBLIC HEARING
NOTICE TO BIDDERS
INSTRUCTIONS TO BIDDERS
PROPOSAL
BID BOND
CONTRACT
PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS

This project is based on 2022 Edition of
The SUDAS Standard Specifications
unless modified herein.

**INSTRUCTIONS TO BIDDERS
2022 STREET IMPROVEMENTS
NEVADA, IOWA**

The work comprising the above referenced project shall be constructed in accordance with the 2022 Edition of the SUDAS Standard Specifications Manual. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

- A. The bid security must be in the minimum amount of Five (5) percent of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.
- B. The bid bond must be submitted on the SUDAS Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the Proposal on the Bidder Status Form.
- C. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices;
- Part F – Additional Requirements;
- Part G – Identity of Bidder;

The following documents which are proposal attachments must be completed and attached:

ITEM NO.	DESCRIPTION OF ATTACHMENT
----------	---------------------------

- | | |
|----|--|
| 1. | Bidder Status Form and Worksheet: Authorization to Transact Business |
|----|--|

Sign the proposal; and have the signature notarized. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdictional Engineer in writing. The Jurisdictional Engineer will issue any necessary interpretation by an addendum.

**PROPOSAL
2022 STREET IMPROVEMENTS
NEVADA, IOWA**

PROPOSAL: PART A – SCOPE

The City of Nevada, Iowa, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Division 1 -

North 11th Street, from U Avenue to W Avenue: Full-depth asphalt reconstruction with storm sewer improvements, and

Lincoln Highway, from the UPRR overpass east approximately 1900 feet: Mill and asphalt overlay.

Division 2 -

S-14 (West 3rd Street), from the Union Pacific Railroad underpass south to M Avenue: Full-depth PCC or Asphalt reconstruction with storm sewer improvements.

Divisions 1 and 2 are not tied and may be awarded to separate Bidders.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below and certifies that said addenda were utilized in the preparation of this bid.

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The bidder must provide any Bid Prices, and alternate Prices, and the Total of the Base Bid plus any Add-alternates on the Proposal Attachment: Part C-Bid Items, Quantities, and the Prices. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on the comparison of the total bid only, not including any alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or furnish said bond; and
3. Commence the work on this project within 10 days of the date specified on the Notice to Proceed; and
4. Substantially complete the project on or before November 1, 2022; and
5. Fully complete the project on or before December 1, 2022; and Specifier Note: Must be edited specific to each project
6. Pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred & 00/100 Dollars (\$500.00) for each calendar day thereafter the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true;

and

5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Bidder Status Form and Worksheet: Authorization to Transact Business

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

<input type="checkbox"/> Individual, Sole Proprietorship	_____
<input type="checkbox"/> Partnership	Bidder
<input type="checkbox"/> Corporation	_____
<input type="checkbox"/> Joint-venture: all parties must join-in and execute all documents	Signature
<input type="checkbox"/> Other	By _____
	Name (Print/Type)

	Title

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Street Address

City, State, Zip Code

Telephone Number

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

HR Green, Inc.
Project No. 201191

2022 Street Improvements
Nevada, Iowa

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public in and for

State of _____
County of _____

My commission expires _____

**PROPOSAL
2022 STREET IMPROVEMENTS
NEVADA, IOWA**

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The Bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximately only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Costs for Division 1 and Division 2 for comparison of bids.

The Bidder understands Division 1 and Division 2 are not tied and may be awarded to separate Bidders. The Bidder also understands that they may submit a bid for one or both options of Division 2.

Item No.	Item	Unit	Quantity	Unit Price	Total
DIVISION 1					
North 11th Street					
1-A-1	TOPSOIL ON-SITE	CY	330	\$	\$
1-A-2	EXCAVATION, CLASS 13	CY	1400	\$	\$
1-A-3	BELOW GRADE EXCAVATION	CY	100	\$	\$
1-A-4	SUBGRADE PREPARATION	SY	3165	\$	\$
1-A-5	SUBGRADE TREATMENT, GEOGRID	SY	3165	\$	\$
1-A-6	SUBBASE, MODIFIED 4"	SY	3165	\$	\$
1-A-7	STORM SEWER, TRENCHED, RCP, 12"	LF	40	\$	\$
1-A-8	APRON, PCC, 12"	EA	2	\$	\$
1-A-9	SUBDRAIN, IADOT DR-303 TYPE 8A INSTALLATION, PVC, 6"	LF	2094	\$	\$
1-A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	4	\$	\$
1-A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	6	\$	\$
1-A-12	INTAKE ADJUSTMENT, MINOR	EA	2	\$	\$
1-A-13	PAVEMENT, HMA, 8"	SY	2854	\$	\$
1-A-14	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
1-A-15	REMOVAL OF DRIVEWAY, HMA	SY	70	\$	\$
1-A-16	FULL DEPTH PATCHES, PCC	SY	34	\$	\$
1-A-17	GRANULAR SURFACING	SY	151	\$	\$
1-A-18	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
1-A-19	SEEDING	AC	0.5	\$	\$
1-A-20	SILT FENCE	LF	1787	\$	\$
1-A-21	REMOVAL OF SILT FENCE	LF	1787	\$	\$
1-A-22	MOBILIZATION	LS	1	\$	\$
North 11th Street Total				\$	

Item No.	Item	Unit	Quantity	Unit Price	Total
Lincoln Highway					
1-B-1	HMA PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
1-B-2	SHOULDER RESTORATION	TON	50	\$	\$
1-B-3	HMA OVERLAY, 3"	TON	1802	\$	\$
1-B-4	MILLING	SY	10,679	\$	\$
1-B-5	PAINTED PAVEMENT MARKINGS, DURABLE	STA	81.6	\$	\$
1-B-6	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	8	\$	\$
1-B-7	GROOVES CUT FOR PAVEMENT MARKINGS	STA	81.6	\$	\$
1-B-8	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	8	\$	\$
1-B-9	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
1-B-10	MOBILIZATION	LS	1	\$	\$
Lincoln Highway Total				\$	
DIVISION 1 TOTAL				\$	
DIVISION 2					
S-14 (PCC)					
2-A-1	TOPSOIL OFF-SITE	CY	360	\$	\$
2-A-2	EXCAVATION, CLASS 13	CY	1687	\$	\$
2-A-3	SUBGRADE PREPARATION	SY	3779	\$	\$
2-A-4	SUBGRADE TREATMENT, GEOGRID	SY	3779	\$	\$
2-A-5	SUBBASE, MODIFIED 4"	SY	3779	\$	\$
2-A-6	STORM SEWER, TRENCHED, RCP, 15"	LF	512	\$	\$
2-A-7	STORM SEWER, TRENCHED, RCP, 18"	LF	24	\$	\$
2-A-8	STORM SEWER, TRENCHED, RCP, 24"	LF	584	\$	\$
2-A-9	SUBDRAIN, TYPE 1, PVC, 6"	LF	571	\$	\$
2-A-10	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	1	\$	\$
2-A-11	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	3	\$	\$
2-A-12	STORM SEWER MANHOLE, SW-401, 48"	EA	2	\$	\$
2-A-13	STORM SEWER INTAKE, SW-507	EA	8	\$	\$
2-A-14	STORM SEWER INTAKE, SW-512, 24"	EA	2	\$	\$
2-A-15	MANHOLE ADJUSTEMENT, MINOR	EA	1	\$	\$
2-A-16	PAVEMENT, PCC, 9"	SY	3379	\$	\$
2-A-17	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
2-A-18	REMOVAL OF DRIVEWAY, PCC	SY	184	\$	\$

9B

DATE: 12/08/21

COUNCIL ACTION FORM**AGENDA ITEM: Approve Purchase/Setup of Portable Radios and Agreement with ISICS Network for Street and Water Department**

HISTORY: The street department used to have portable radios for day to day operation and snow events. The expense of the tower fee was not feasible to sustain in the budget. With the ISICS system there are no fees for the city to pay. As of right now staff are using their personal cell phones for communications. We feel portable radios would be more of a hands free way to communicate during snow events and day to day operations making for a safer easier way to communicate with one person or the whole crew. The water plant is also wanting to purchase 3 radios as well as having one at City hall to communicate with them.

PLAN:

The Street Department will purchase 7 of the portable radios for the department staff using from the department equipment revolving budget. 3 of the radios will be purchased through the water treatment plant. 1 radio will be purchased through administrative department. 1 radio will be purchased from all public works department through shared funds for the Public Works Director. The extra radio for the Street department will be utilized for a spare and for other city staff who will be assisting us.

RADIOS:

1. Unplugged Wireless Panora Iowa = \$ 1946.07 per radio x 12 = \$23,352.84
2. Racom Marshalltown Iowa = \$ 1538.20 per radio x 12 = \$18,458.40
3. Motorola Solutions Des Moines Iowa = \$ 2211.48 per radio x 12 = \$26,537.76

OPTIONS:

1. Purchase radios from RACOM for the amount of \$18,458.40
2. Get other quotes from different vendors
3. Wait until next fiscal year

NOTE: This does not include any options such as a leather case, speaker mic, spare battery etc. All options are on the bid sheet.

STAFF'S RECOMMENDED ACTION:

Staff recommends the council approve the agreement with ISICS and also approve the purchase of the radios from RACOM. **Note:** There is a discount for trade in on old radios that we had and are no longer usable and a onetime contract adjustment if purchased before 12/29/21.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1, radios from RACOM at a cost of \$18,458.40.



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

Proposal Prepared for: NEVADA PUBLIC WORKS

Address _____
City NEVADA
State & Zip Code IA
County STORY
Phone/FAX _____
Contact Name JOU MOUSEL
Contact E-mail _____

NEVADA PW P25 PORTABLE XL45P RADIO QUOTE 120721

ITEM	QTY	PART NO.	DESCRIPTION	UNIT	EXTENDED
			XL-4P PORTABLE RADIO - (REPLACES XG15P ON STORYCOMM CONTRACT)	\$ -	\$ -
	12	XK-PF78B	XL-45P PORTABLE 7/800 P25 PHASE II PORTABLE RADIO	\$ 1,515.00	\$ 18,180.00
				\$ -	\$ -
	12	XK-PA3R	LI-ION 3100 MAH BATTERY	\$ 78.75	\$ 945.00
	12	XK-CH5X	CHARGER, SINGLE BAY	\$ 112.50	\$ 1,350.00
	6	T1	TRADE-IN CREDIT	\$ (200.00)	\$ (1,200.00)
	12	MBP	ONE TIME CONTRACT ADJUSTMENT FOR PURCHASE BEFORE 12-29-21	\$ (408.75)	\$ (4,905.00)
	12	XK-NC8D	ANTENNA, WHIP 1/2 WAVE	\$ 33.75	\$ 405.00
	12	XK-HC2G	BELT CLIP	\$ 15.00	\$ 180.00
	12	XK-PL5K	OVER-THE-AIR PROGRAMMING	\$ 198.75	\$ 2,385.00
	12	ST-A1	PROGRAMMING AND DELIVERY	\$ 50.70	\$ 608.40
			SUBTOTAL	\$ 17,948.40	\$ -
			OPTION	\$ -	\$ -
		XN-HC2C	CASE, STD LEATHER W/BELT LOOP	\$ 97.50	\$ -
		XN-AE6A	SPEAKER MIC WITH EMERGENCY BUTTON	\$ 120.00	\$ -
		XN-PA3R	SPARE LI-ION 2400 MAH BATTERY	\$ 78.75	\$ -
		XK-PL9A	FEATURE, WIFI-OPERATION	\$ 247.50	\$ -
		BM-PKGCL	BEON APPLICATION FOR PTT OVER WIFI (REQUIRES XK-PL9A)	\$ 251.25	\$ -
		XK-CH5A	6-BAY SMART CHARGER	\$ 671.25	\$ -
				\$ -	\$ -
	1	SS-DF3C	PROGRAMMING DONGLE FOR ISICS TALK GROUPS	\$ 210.00	\$ 210.00
	12	ST-A1	ADDITIONAL PROGRAMMING AND COORDINATION FOR STATE TALK GROUPS	\$ 25.00	\$ 300.00
				\$ -	\$ -
			MAINTENANCE STARTING YEAR 1(ANNUAL CPI TO BE APPLIED)	\$ -	\$ -
		SMVW-0	ANNUAL MAINTENANCE FEE PER CONTROL STATION RADIO DURING WARRANTY YEAR 1	\$ 60.00	\$ -
		SMVW-0	ANNUAL MAINTENANCE FEE PER MOBILE AND PORTABLE RADIOS DURING WARRANTY YEAR 1	\$ 54.00	\$ -
				\$ -	\$ -
				Total Equipment Price	\$ 18,458.40
				Installation	\$ -
				Subtotal	\$ 18,458.40
				Taxes	\$ -
				Shipping	\$ -
				Total	\$ 18,458.40

Terms of Purchase: PER THE TERMS OF STORYCOMM P25 RADIO PROJECT CONTRACT SPECIAL PRICE DISCOUNT VALID ON PURCHASES MADE BEFORE 12-29-21

Tax Rate

System Description: XL-45P GRAY RADIO - P25 PHASE II 7/800 MHZ, BATTERY, CHARGER, ANTENNA, BELT CLIP, COLOR DISPLAY, BLUETOOTH, ACTIVE NOISE CANCELLATION; THIS RADIO IS NOT LTE CAPABLE. NEVADA PUBLIC WORKS RESPONSIBLE FOR OBTAINING ACCESS TO ANY STATE OR PRIVATE NETWORKS OUTSIDE THE STORY COUNTY P25 RADIO NETWORK.

Proposal Presented By Diana Richardson 319-431-5842

Date: 12-8-21

Proposal Accepted By: _____

Date: _____



512 W Main
Panora, IA 50216
515-465-5421
RadioSales5421@gmail.com



Billing Address:

City of Nevada

Quote Date: 2021-08-29

Expiration Date: 2021-12-27

Contract Name: 22547 - STATE OF IOWA

Customer: City of Nevada

Terms and Conditions: Net 30

Line #	Item Number	Description	Quantity	Unit Sale Price	Ext. Sale Price
	APX™ 900				
1	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE.	12	\$1772.98	\$21275.76
1a	QA04096AA	ENH: P25 TRUNKING.	12	Included	Included
1b	QA00580AF	ADD: TDMA OPERATION.	12	Included	Included
1c	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY).	12	\$0.00	\$0.00
1d	H885BK	ADD: 3Y ESSENTIAL SERVICE.	12	Included	Included
	Standalone Items				
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA.	12	Included	Included
3	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55 This is an optional item	12	\$97.09	\$1165.08

Net Total \$22440.84
programming \$912.00
Grand Total \$23352.84

Sincerely

Jon Marckres

12-3-21

12/02/2021

Nevada Street Department
1410 8th Street
Nevada, IA 50201

Dear Joe Mousel,

Motorola Solutions is pleased to present Nevada Street Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Nevada Street Department with the best products and services available in the communications industry. Please direct any questions to Paul Slinger at pslinger@connectingyou.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Graham Jaksich

Motorola Solutions Manufacturer's Representative



QUOTE-1614341

Billing Address:
Nevada Street Department
1410 8th Street
Nevada, IA 50201
US

Quote Date:12/02/2021
Expiration Date:03/02/2022
Quote Created By:
Graham Jaksich
gjaksich@connectingyou.com

End Customer:
Nevada Street Department
Joe Mousel
JMousel@cityofnevadaiaowa.org
515-382-4813

Payment Terms:

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 900						
1	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	12	\$1,898.00	\$949.00	\$11,388.00
1a	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	12	\$110.00	\$50.00	\$600.00
1b	QA04096AA	ENH: P25 TRUNKING	12	\$1,177.00	\$588.50	\$7,062.00
1c	QA06653AA	ENH: AES 256 SW ENCRYPTION AND ADP	12	\$358.00	\$120.00	\$1,440.00
1d	H869CQ	ADD: MULTIKEY	12	\$83.00	\$30.00	\$360.00
1e	QA00580AF	ADD: TDMA OPERATION	12	\$495.00	\$247.50	\$2,970.00
1f	H842BN	ADD: SINGLE UNIT PACKAGING	12	\$0.00	\$0.00	\$0.00
1g	H885BK	ADD: 3Y ESSENTIAL SERVICE	12	\$95.00	\$95.00	\$1,140.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	12	\$76.00	\$55.48	\$665.76
3	LSV00Q00202A	DEVICE PROGRAMMING	12	\$76.00	\$76.00	\$912.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Grand Total

\$26,537.76(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

RESOLUTION NO. 037 (2021/2022)

**A RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH IOWA
STATEWIDE INTEROPERABLE COMMUNICATIONS SYSTEM BOARD AND CITY
OF NEVADA, IOWA FOR CONNECTION TO COMMUNICATION SYSTEM**

WHEREAS, the City of Nevada, Iowa (City), and Iowa Statewide Interoperable Communications System Board (ISICS) desire to enter into a Memorandum of Agreement (Agreement); and

WHEREAS, The ISICS is a statewide integrated public safety communications interoperability system designed to provide mobile coverage across Iowa; and

WHEREAS, ISICS allows the ability of public safety and services personnel to communicate and to share voice/data on an immediate basis; and

WHEREAS, The City desires to enter into the attached Agreement with the ISICS Board to be able to communicate with staff; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Memorandum of Agreement with Iowa Statewide Interoperable Communications System Board (ISICS) for communications between personnel (Exhibit A attached). The Mayor and City Clerk is hereby authorized to execute the agreement and any other paperwork necessary to join the platform on behalf of the City.

PASSED AND APPROVED this 13th day of December, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 037 (2021/2022) be adopted.

AYES: -
NAYS: -
ABSENT: -

The Mayor declared Resolution No. 037 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 037 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13th day of December, 2021.

Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2021-2022\jjj-Story Co Redist agreement.doc

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into by and between the Iowa Statewide Interoperable Communications System Board (ISICSB) and City of Nevada (USER).

Section 1. Definitions/Terminology.

1.1 The Iowa Statewide Interoperable Communications System Board (ISICSB) is established pursuant to Iowa Code Section 80.28 under the joint purview of the Iowa Department of Public Safety (DPS) and the Iowa Department of Transportation (DOT). The duties of ISICSB are described in Iowa Code Section 80.29.

1.2 City of Nevada (USER) is a governmental entity that is one of the following: a political subdivision of the State of Iowa under the Iowa Constitution; a separate legal entity created pursuant to Iowa Code Chapter 28E, Iowa Code; public safety as defined in Section 1.3 of this Agreement; or public services as defined in Section 1.4 of this Agreement. Subject to the approval of the ISICSB, there may be more than one USER within the geographic boundary of a political subdivision. Likewise, identifying a USER as a specific political subdivision does not exclude other political subdivisions, public safety, or public services within the geographical boundaries of the political subdivision from being considered and approved for access to the Iowa statewide interoperable communications system, if they are not already part of another USER's application.

1.3 "Public safety" for purposes of this Agreement means one or more of the following:

- a) Law enforcement agencies which have one or more sworn law enforcement officers;
- b) Fire departments, including paid or volunteer fire departments and benefitted fire districts;
- c) Emergency medical services, including but not limited to first responders, EMTs, paramedics, or ambulance services, whether paid or volunteer;
- d) E911 dispatch entities;
- e) Corrections facilities with one or more correctional officers;
- f) Hazardous materials teams that are part of a law enforcement, fire department or other governmental entity;
- h) The Iowa National Guard;
- i) Private safety entities as defined in Iowa Code section 34.1(2), including but not limited to Medical or osteopathic hospitals, clinics or treatment facilities;
- j) Emergency management agencies;
- k) Any other entity deemed to be public safety by the ISICSB.

1.4 "Public services" includes but is not limited to, one or more of the following:

- a) Entities which provide water or sewer services;
- b) Public health entities;
- c) Nuclear power facilities and responders;
- d) Hazardous materials teams, other than as defined in Section 1.3(f) of this Agreement;

- e) Search and rescue or search recovery teams;
- f) Highway transportation maintenance including but not limited to the Iowa Department of Transportation and local county engineers;
- g) Snow removal;
- h) Waste removal;
- i) Entities which provide electric, gas, or other utilities;
- j) College or university services;
- k) Schools and school districts;
- l) Airports and aviation services;
- m) Towing services;
- n) Any other public services deemed appropriate by ISICSB.

1.5 The “Iowa statewide interoperable communications system” (ISICS), also referred to as the “Iowa radio interoperability platform” means the statewide integrated public safety communications interoperability system described in Iowa Code Section 80.28.

“ISICS” is more specifically described as a Project 25 (P25) 700/800 MHz Phase 2, two-slot, 6.25 kHz, Time Division Multiple Access (TDMA) platform, DAQ at 3.4 with GOS of 1% or less, designed initially to provide 95 percent mobile coverage across Iowa’s geographic area. This platform is optimally designed for use by 700/800 MHz two-slot, TDMA subscriber units to ensure efficient effective use of the slots/channels available.

1.6 “Interoperability” means the ability of public safety and public services and their personnel to communicate and to share data on an immediate basis, on demand, when needed, and when authorized.

1.7 “Platform” means statewide operations, interoperability, and redundant backup systems.

1.8 “Network” is two or more systems connected together or connected to one or more other system(s), but lacking statewide operations or coverage.

1.9 “System” is a single stand-alone communications system of less than statewide coverage which has the capability to operate autonomously, and which can be connected to a network or platform.

1.10 “Equipment” includes but is not limited to towers, antennas, cables, emergency generators and other tangible items necessary for the platform to operate within contractual guidelines.

1.11 “Subscriber unit” refers to any Project 25 type accepted radio equipment and ISICS-approved equipment that can be deployed or used on the platform, and includes but is not limited to any radio, agency radio, or any kind or type of radio for use by an individual, or any equipment deployed on ISICS or which may become connected to ISICS, whether directly or indirectly. In addition radio communications equipment must be certified under DHS P25 CAP program.

1.12 “User fee” means a fee, cost, payment, reimbursement or benefit of any kind that is required as a condition for a subscriber or other USER to access and use ISICS. “User fee” does not prohibit fees or other costs for access to or use of local operational communications that are separate from ISICS.

1.13 “System Administrator” means the Department of Public Safety and its designated employees which have the management and oversight of the ISICS platform, including but not limited to: grade of service; adding and removing user IDs or subscriber units on ISICS; day to day operations; coordination of networks or systems; future changes, including but not limited to expansions, modifications, upgrades, or enhancements of software, hardware, or both; activating, re-activating, or deactivating subscriber units; and carrying out the decisions of the User Group Committee and the ISICSB relating to the use or continued use of ISICS by USER. The System Administrator has the primary responsibility for maintaining the overall system platform performance to keep operations working for the greatest number of users of ISICS.

Section 2. Purpose.

2.1 The ISICSB and USER mutually desire to enter into this Agreement. The purpose of the Agreement is to:

- 2.1.1 Allow the USER to connect with and access the Iowa statewide interoperable communications system (ISICS) platform for operability and/or interoperability, and to share any and all enhancements made by USER without any additional cost with any other user authorized to use ISICS;
- 2.1.2 Enhance the ability of public safety and public services personnel to communicate and share voice/data communications across disciplines and geographical boundaries on an immediate basis, on demand, when needed, and when authorized;
- 2.1.3 Establish minimum criteria for and configuration of subscriber units used on this platform;
- 2.1.4 Ensure that any subscriber units or equipment deployed on or connected to ISICS are maintained pursuant to all requirements established by the ISICSB, including but not limited to the requirements published at (<https://isicsb.iowa.gov>), and which include but are not limited to current Project 25, 700/800 MHz 6.25 kHz two-slot Phase 2 TDMA, or future hardware and software standards which may be necessary for security, management of platform, maintenance of infrastructure and subscribers, and other elements as determined by the ISICSB User Group Committee (UGC);
- 2.1.5 Ensure that USER will, at USER’s own cost, abide by any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB as a part of the development, management or operation of the ISICS platform.

Section 3. Authority.

3.1 The Iowa Department of Public Safety and the Iowa Department of Transportation are agencies of the State of Iowa. The Iowa Department of Public Safety is established pursuant to Iowa Code section 7E.5(1)(o) and created in Iowa Code Section 80.1, and the Iowa Department of Transportation is established pursuant to Iowa Code section 7E.5(1)(r) and created in Section 307.2.

3.2 The Iowa Statewide Interoperable Communications System Board (ISICSB) is established pursuant to Iowa Code Section 80.28. The statutory authority and duties of the ISICSB are described in Iowa Code Sections 80.28 and 80.29.

3.3 The USER has authority to enter this agreement as a governmental entity that is either a subdivision of the State of Iowa under the Iowa Constitution or Iowa laws; or is a separate legal entity created pursuant to Iowa Code Chapter 28E, Iowa Code; or is public safety as defined in Section 1.3 of this Agreement; or is public services as defined in Section 1.4 of this Agreement.

3.4 "USER" also includes governmental entities or 28E boards who contract from another governmental entity or a non-governmental entity for public safety or public services.

Section 4. Duration.

4.1 This Agreement shall continue in force and effect until terminated. Either party may terminate this Agreement without cause by giving written notice to the other party at least three hundred sixty-five days (365) prior to the date of termination in the Notice; or, this Agreement may be terminated by mutual agreement.

4.2 The ISICSB, in its sole discretion, may also terminate this Agreement immediately as set forth in this Agreement for violations of any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB, if such action is necessary as determined by the ISICSB. Notice of any such termination shall be provided in accordance with Section 5 of this Agreement.

4.3 The ISICSB may also terminate this Agreement at any point if sufficient funding is not appropriated; and if such funding is not available from other funding sources, in the sole determination of ISICSB.

Section 5. Notifications.

Any notice required to be given under this Agreement will be provided in writing to:

Iowa Statewide Interoperability Communication System Board
Attn: ISICS System Administrator
Iowa Department of Public Safety
Oran Pape State Office Building
215 East 7th Street
Des Moines, IA 50319
AND by email to: iowanet@iowa.gov

USER/Public Safety/Public Services: City of Nevada, Public Services

By: Kerin Wright

Title: City Clerk

Address: 1209 6th Street

City, State, Zip: Nevada, IA 50201

Contact Phone Number: 515-382-5466

Email: kwright@cityofnevadaiaowa.org

Section 6. Participation

6.1 It is mutually understood and agreed that all decisions regarding participation of the USER in the ISICS require the approval of the ISICSB. Only after the application is accepted and the MOA has been approved and signed by all parties can the USER move forward with the process of connecting to ISICS.

6.2 Older technology Frequency Division Multiple Access (FDMA) 12.5 kHz subscriber units consume twice the radio spectrum compared to TDMA radios for which ISICS was designed. FDMA radios and equipment may be deployed on or connected to ISICS only with the express written approval of the ISICSB.

6.3 The Board may contact the USER to request additional information about the USER's use of the system and those elements affecting grade of service of the system period.

6.4 The ISICSB or their representatives may also work cooperatively with the USER to assist the USER in gathering necessary information and documentation to comply with the technical and operational data collection requirements for connection to ISICS.

6.5 The ISICSB has the sole authority to make the final decision as to whether a particular USER is allowed to connect to or use ISICS. The ISICSB will not unreasonably withhold approval.

6.6 If the ISICSB or ISICS system administrator determines that a USER, any equipment, or any subscriber unit is not in compliance with any of the federal or state laws, rules and regulations; or any of the rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB for participation in and use of the ISICS, the system administrator may terminate that USER's, unit's or equipment's connection to and use of ISICS, or terminate the USER or the non-compliant unit or equipment from the platform. This termination may be immediate if it is determined the USER, unit, equipment, or usage of ISICS is compromising the safety, security, integrity or use of the ISICS regardless of whether the problem is the fault of the USER. The ISICSB will notify the USER within 72 hours of the circumstances which led to the immediate disconnection of USER, unit or equipment from ISICS. The ISICSB has the sole discretion to determine whether grounds exist to terminate the USER, unit, or equipment from ISICS. While efforts will be made to notify USER or the owner of the unit or equipment prior to any termination of services or disconnection of equipment,

ISICSB does not owe a duty to keep the USER or the unit or equipment connected if the USER, unit, or equipment is non-compliant. If a USER, unit, or equipment is terminated, the ISICSB may, in its discretion, decide to not allow the USER, unit or equipment to again connect to and use ISICS.

If USER, or a unit or equipment is immediately terminated and it is later determined that the USER, unit or equipment will no longer be allowed on ISICS, the ISICSB shall provide written reason(s) for the decision to USER or the unit's or equipment's owner, and shall also including the requirements, if any, that USER or the unit's or equipment's owner may do to correct the matter causing termination and again rejoin ISICS.

6.7 USER, including any and all public safety and public services included in USER's application, agree to abide by any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established or published by the ISICSB as a condition of continued participation on ISICS. USER shall also designate a representative as a non-voting member of the UGC committee. It is preferred, but not required, that the representative be a member of public safety that is part of USER's application and within the geographical boundaries of USER.

6.8 Review of decisions made by the ISICSB shall be in accordance with 661---600.5[80], Iowa Administrative Code, and Iowa Code Chapter 17A.

Section 7. No User Fees

7.1 The funding for the construction and operating costs of the Iowa Statewide Interoperability Communications System is through state appropriations. The ISICS is owned and/or leased by the State of Iowa, and authorized USERS will be allowed to connect their approved radio equipment with ISICS and use ISICS for voice radio communication purposes. Neither USER nor any other political subdivision of the State of Iowa, nor any public safety nor public services has any ownership interest in ISICS as a result of signing this Agreement; purchasing, adding, or upgrading equipment; or connecting to or using ISICS. Any additional equipment which may be purchased which may be construed as adding or upgrading equipment to enhance or improve or connecting to or for using ISICS shall be at the sole expense of the USER or the owner of the unit or equipment and will not be reimbursed by the State of Iowa or ISICS. At this time, there will be no user fees charged or collected for the use of ISICS by the State of Iowa. As part of this agreement, the USER understands and agrees that USER may not charge a fee as part of connecting to or using ISICS, and may not charge a fee for the use of any changes, upgrades, expansions, or enhancements made by USER as part of connecting to or using ISICS.

Section 8. Duties and Responsibilities of USER, Public Safety, and Public Services

8.1 USER, including any and all public safety and public services acknowledge its/their obligation to be aware of and comply with any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB, related to the use of ISICS, including but not limited

to radio user training requirements, radio operating guidelines, audit, monitoring and compliance. USER, including any and all public safety and public services that are a part of USER's application further understand and agree that those same federal or state laws, rules and regulations; and rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB are applicable to personnel from the USER and all public safety and public services which are part of USER's application and who are issued radios for operation on ISICS. USER shall also ensure that any and all software releases and/or software upgrades required by the ISICSB shall be installed at the expense of USER, or the unit's or equipment's owner. USER, including any and all public safety and public services that are a part of USER's application shall also ensure that all radios and other equipment deployed on or connected to ISICS are in compliance with any and all federal or state laws, rules and regulations; and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB. These expenses shall not be reimbursed by the State of Iowa or the ISICSB.

8.2 The ISICSB website is: <https://isicsb.iowa.gov> . The USER understands and agrees that it is USER's responsibility to monitor the website for information regarding ISICS and information regarding updates and upgrades that may affect the USER's, public safety's or public services' access to and use of ISICS, or, their equipment. The ISICSB will also provide notifications through other means including but not limited to emails.

8.3 USER further agrees to arrange for and provide information regarding end radio user training of all personnel who will be using a subscriber unit on ISICS, including but not limited to: required training; persons authorized to program equipment or subscriber units on ISICS; proper radio usage; operation of the ISICS system; use of interoperability talk groups; the type of acceptable encryption and encrypted talk groups; storm plans in the event of catastrophic overuse of the system; backup or disaster procedures in the event of impairments to ISICS; interoperability protocols and standards; and understanding of and conformance to any and all federal or state laws, rules and regulations, and any and all rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB.

8.4 USER understands that the State of Iowa is the owner/lessee of ISICS. USER and any and all public safety or public services which are a part of USER's application agree to conform to and abide by any and all of the ISICSB's rules, regulations, policies, procedures, protocols, guidelines, standards or requirements, whether technical or operational guidelines as applicable, and whether posted to the ISICSB website or sent directly to USER. USER and any and all public safety or public services which are a part of USER's application understand that those same technical and operational rules, regulations, policies, procedures, protocols, guidelines, standards or requirements are applicable to the personnel of USER or public safety or public services which are a part of the USER's application and who are issued subscriber units to be used on ISICS. USER and any and all public safety and public services that are a part of USER's application agree and acknowledge their obligation to be aware of and conform to federal laws, rules, regulations pertaining to the use of ISICS, including but not limited to the Communications Act of 1934 as amended and Part 90 of the Federal Communications Commission Rules and Regulations.

8.5 If USER becomes aware that any USER personnel or personnel from public safety or public services which are part of USER's application may have violated any federal or state laws, rules and regulations; or any rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by the ISICSB or any of the provisions of this Agreement, USER agrees to take immediate and appropriate investigative and any necessary corrective action to stop the violation and eliminate any reoccurrence. USER further agrees to promptly, within 24 hours, notify the ISICSB system administrator of the improper use or violation by contacting the system administrator of the ISICSB at the contact information listed on the website.

8.6 USER, including any public safety or public services that are a part of USER's application agree to immediately notify the ISICSB of any missing, lost or stolen subscriber units so the units can be de-activated and removed from access on the system. To re-activate a unit, USER or the unit's owner may contact the system administrator. The system administrator shall determine whether re-activation should occur. Re-activation shall not be unreasonably withheld.

8.7 The ISICSB may de-certify subscriber units or radio operating software versions which become obsolete for reasons that include but are not limited to: 1) which are unsafe to use; 2) which impair the performance of ISICS; 3) which are no longer supported by the radio manufacturer; 4) which are no longer supported by the ISICSB; 5) which exhibit substantial defects; 6) which impair implementation of system upgrades; 7) which have become unreliable; or 8) which become economically unfeasible to maintain. Except in those cases affecting safety or performance impacts to ISICS, the ISICSB will make reasonable efforts to avoid de-certification of radios leased to or owned by USER or public safety or public services that are a part of USER's application which have not been fully depreciated, as determined by the original purchase date as "new" equipment after the date of manufacture, and will further make reasonable efforts to provide USER, public safety or public services that are a part of USER's application with one (1) year of advance notice prior to decertification. Decertified radios or radios operating with decertified software will not be allowed to access or use ISICS, unless such radios and software are brought into compliance with current ISICS policies, procedures and other requirements.

8.8 After review and approval of the USER's application, the ISICSB will allocate to USER, on a fair and non-discriminatory basis, sufficient system resources including but not limited to talk groups, announcement groups, and radio unit IDs to provide USER and the public safety and public services that are a part of USER's application with the grade of service identified on the fleet map approved by the ISICSB. USER further understands that if USER desires additional resources to provide additional usage, then USER shall be responsible at USER's sole expense for the additional upgrades and infrastructure to ISICS to carry the additional traffic load, and such upgrades and infrastructure will not be reimbursed by the State of Iowa or ISICS. Talkgroups and radio units may be prioritized to ensure that emergency communications will always have first priority. The USER shall also enter into an appropriate maintenance agreement or addendum to an existing maintenance agreement that will include all software and equipment, and provide a copy to the ISICSB.

8.9 Any upgrades or additions to infrastructure and equipment must allow for all ISICS users to benefit, not just the USER. Any additional infrastructure that is leased or constructed by the USER and which is connected to ISICS with the agreement of the ISICSB shall be covered in an addendum to this agreement and incorporated by reference. USER agrees that in all cases, unless USER makes specific application to ISICSB and Board approves USER's application for exclusive use of the additional infrastructure, all new towers or ISICS transmit/receive locations shall have operational interoperability channels, and any necessary supporting equipment including but not limited to repeaters and emergency power battery backup in all channel bands in accordance with any applicable federal or state laws, rules and regulations; or any rules, regulations, policies, procedures, protocols, guidelines, standards or requirements as established by ISICSB or any of the provisions of this Agreement. Additionally, all such equipment shall be installed and maintained by USER at the USER's expense. All system users shall have access to all interoperability channels of ISICS regardless of whether USER or another agency or entity pays for the improvements, enhancements, equipment or increased system capacity. The ISICSB may allow partitioning to occur, to enable a USER to upgrade and add equipment to benefit the USER's main operational communications, so long as the USER also allows unlimited access to ISICS of at least two (2) talk groups for ISICS users which allows for the user to monitor those talk groups for officer safety.

8.10 The USER understands and agrees that the quality of service must be maintained on ISICS. If the USER adds additional subscribers or subscriber units which affect the quality of service, the USER shall be required to add or upgrade equipment at the USER's cost as needed to ensure that the quality of service remains the same. USER also understands and agrees to maintain current system release levels of ISICS in accordance with the information posted on the ISICS website.

Section 9. Administration

9.1 The ISICSB shall carry out its statutory duties contained in Iowa Code Sections 80.28 and 80.29 for interoperable communications.

9.2 It is the intent of the ISICSB to allocate to USER sufficient resources on ISICS to provide USER with an appropriate level of statewide interoperable service. If equipment or infrastructure upgrades are required, USER is required to provide those upgrades in order to access and use ISICS, at the USER's sole expense, and which will not be reimbursed by the State of Iowa or by the ISICSB.

9.3 The ISICSB has the sole responsibility and authority to administer the ISICS database records relating to the USER's radios and use of ISICS, and records containing the information related to inventory of equipment accessing or operating upon ISICS including but not limited to, configuration, programming history, software version control, radio IDs, service levels, statistical usage analysis, and other information for USER's subscriber radios on ISICS. Such records are confidential records under state and federal law.

As part of its duties, the ISICSB or authorized ISICS personnel may periodically monitor talk groups for system management purposes. Such monitoring may be without notice and may

be recorded. The ISICSB, User Group Committee or system administrator may conduct or arrange for periodic audits of ISICS. The audits may be with or without notice to the USER, public safety or public services using ISICS. The audits may include but are not limited to monitoring talkgroups for proper or improper usage and identifying unused subscriber units and talkgroups. The results and any issues identified in the audits will be shared with and discussed with USER and the public safety and public services that are part of USER's application, as appropriate in the discretion of the ISICSB.

9.4 The ISICSB shall hold and administer all FCC licenses required to operate ISICS on behalf of the users of ISICS. USER shall operate as authorized mobile, portable, and control station units under the applicable ISICS state radio station FCC radio licenses. Any additional local channels required by the USER will be licensed by the USER. The ISICSB will only be responsible for the statewide channels.

9.5 USER acknowledges that complete coverage of any area at all times is improbable. There may be adverse transmission conditions such as short-term unpredictable meteorological effects and other interference or conditions that can interrupt ISICS. Likewise, there can be other causes beyond the reasonable control of the ISICSB that may require corrective devices or software programming at the USER's expense, which will not be reimbursed by the State of Iowa or by the ISICSB.

Section 10. Confidentiality

10.1 To the extent authorized by federal and state law, the following records and information, including but not limited to: the system data files, the system key files, encryption key files, location of cores, core equipment, relay stations, equipment locations, USER IDs, system WACN, and any other information which may compromise the security and/or integrity of the ISICS platform are confidential records and may not be released or in any manner disseminated to any unauthorized person. In the event that any USER, public safety or public services learns that any person, entity or agency has improperly disseminated or obtained any confidential information regarding ISICS, the USER, public safety or public services will immediately notify the ISICSB of the breach and take appropriate actions including but not limited to restricting access of USER, public safety or public services personnel to ISICS and terminating the affected units and equipment from ISICS.

Section 11. Entire Agreement

11.1 This document is the entire agreement between the parties. This agreement may be amended in writing from time to time by mutual consent of the parties and additional terms added through an addendum to this agreement. All amendments and addendums to this agreement shall be fully executed by both parties, and shall be incorporated by reference and attached to this agreement.

Section 12. No Joint Venture

12.1 This Agreement does not create a joint venture, partnership, or employment relationship between the parties. This Agreement is not created pursuant to Chapter 28E, and is not an exercise of joint powers.

Section 13. Liability

13.1 Each party agrees, to the extent allowed by law, to assume all risks of liability arising out of the party's operations conducted pursuant to this Agreement. To the extent allowed by law, the full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective employer.

13.2 Provided, however, that liability for any negligent or willful acts undertaken outside the terms of this MOA will be the sole responsibility of the respective employee and/or party involved.

Section 14. Severability

14.1 If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this agreement.

Section 15. Execution

15.1 It is mutually understood and agreed that this Agreement is effective when the agreement has been approved and signed by the USER's governing board if any, or signed by the public safety's or public services' authorized official, and, approved and signed by the ISICSB and approved by the appointed official of the agency.

IN WITNESS HEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Memorandum of Agreement and have caused their duly authorized representatives to execute this agreement.

Iowa Statewide Interoperability Communications Board

By: _____

Date: _____

Name: _____

Title: _____

(USER/Subscriber) City of Nevada

By: _____

Date: _____

Name: Kerin Wright

Title: City Clerk

Iowa Department of Public Safety

By: _____

Date: _____

Name: _____

Title: Commissioner

Iowa Department of Transportation

By: _____

Date: _____

Name: _____

Title: Director

December 13, 2021

Cpt. David Ness – Chair ISICSB
25 Robert D Ray Dr.
Des Moines, IA, 50309

Chair Ness,

The City of Nevada is making an official request for access to the Iowa Statewide Interoperable Communications System (ISICS) as a Level 2 user. Based on this letter of intent, we request that the Iowa Statewide Interoperable Communications Systems Board (ISICSB) review the submitted application and information packet for ISICS access.

Sincerely,


Kerin Wright
City Clerk
City of Nevada

Item # 9D
Date: 12/13/21

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the _____ Council Agenda

Business Name Farmhouse Catering Phone Number _____

Address Cozy Home + Table
1005 6th St

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

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

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

11/23/21
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

Any fire violations found on-site will be provided
to the owner in written form.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
FARMHOUSE CATERING, L.C.	Cozy Home & Table	(515) 230-2717

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
1005 6th Street	Nevada	Story	50201

MAILING ADDRESS	CITY	STATE	ZIP
1024 6th Street	Nevada	Iowa	50201

Contact Person

NAME	PHONE	EMAIL
Evie peterson	(515) 709-9405	farmhousecatering@gmail.com

License Information

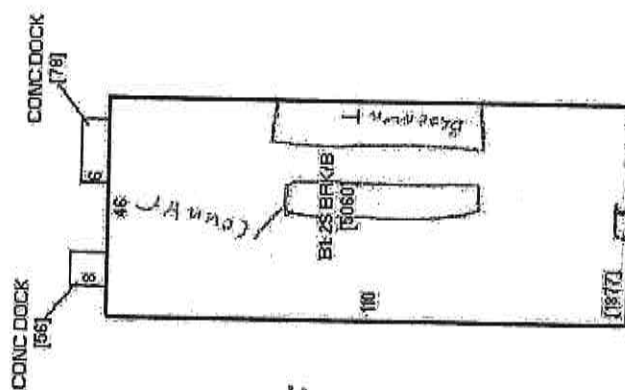
LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Native Wine Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 23, 2021	Aug 22, 2022	

SUB-PERMIT

Class B Native Wine Permit

What would be
 sold on racks by
 the battle





ITC Midwest Commits \$1,500 to Support Tree Replanting in Nevada

Contribution will help replace trees lost in the 2020 derecho

Cedar Rapids, Iowa (Dec. 8, 2021) – ITC Midwest has awarded \$1,500 to support tree replanting in Nevada following the August 2020 derecho. The contributions are part of ITC Midwest's ongoing commitment to support tree-replanting initiatives in communities throughout the derecho storm zone.

"We know firsthand the devastation sustained during the derecho, and we're pleased to support tree replanting initiatives throughout our service territory," said ITC Midwest President Dusky Terry. "ITC Midwest's commitment to the communities we serve extends beyond power restoration. Trees are essential for our environment, our community, and our quality of life."

In Nevada, the ITC Midwest funding will be earmarked to purchase new trees for the SCORE Recreation Athletic Complex.

In 2020 and 2021, ITC Midwest has provided more than \$500,000 in funding to support pandemic and derecho disaster relief to various organizations throughout its service territory. Through its Charitable Giving Program, ITC Midwest supports organizations that make a strong, positive social impact and improve the quality of life in the communities served by the company.

About ITC Midwest

ITC Midwest LLC is a subsidiary of [ITC Holdings Corp.](http://www.itc-holdings.com), the largest independent electricity transmission company in the U.S. ITC Midwest operates more than 6,600 circuit miles of transmission lines in Iowa, Minnesota, Illinois and Missouri, and holds utility status in Wisconsin. ITC Midwest is headquartered in Cedar Rapids, Iowa, and maintains regional operating facilities in Dubuque, Iowa City and Perry, Iowa; and Albert Lea and Lakefield, Minnesota. For further information visit www.itc-holdings.com. ITC is a subsidiary of Fortis Inc., a leader in the North American regulated electric and gas utility industry. For further information visit www.fortisinc.com.

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Media Contact:

Rod Pritchard, ITC Midwest – 319-350-9255; rpritchard@itctransco.com

City Administrators Report

November 19-December 9, 2021

Pizza Pie-looza

We decided to change the name to Pizza Pie-looza at our last meeting. We are scheduled to have another meeting next week to further the event. We have locked down Jo Dee Messina for the concert and are working out more details. This event will take a lot of effort but will pay off in the end by providing fun for the community.

CAT Grant

We were awarded \$424,000 from the Iowa Enhance board. This is very exciting for the community and we are getting antsy waiting for the actual ground breaking. We are looking at having all of the items ready for the bid letting in mid-January.

Story County CUP

We will have to re-submit our Conditional Use Permit (CUP) with the County because we changed the route of the trunk sewer line so this meeting was to discuss those changes and see if there were any changes we needed to make before submission to the supervisors.

Historical Society and Preservation

Met with Kris Corbin, wanted to discuss more collaboration amongst the two historical groups in town since their mission and vision are pretty close to being identical. All groups have been doing a great job with collaboration as well as being on the same page for the vision. Just looking for more of that symbiotic relationship that we are having with our other groups.

Updates:

Burke WW Agreement:

Waiting on HrGreen

Verbio WW Agreement:

In progress

Rise Grant:

No Update

Design:

Waiting on Mainstreet to present.

Ordinances:

Action taken at this meeting

Drone:

Still weighing our options out, we have a couple of them on the table.

Micro Grant Monies:

Waiting to hear back from region XII.

ARPA Grant Monies:

Waiting to hear back to see if we were rewarded, not sure if we will be due to the fact we are already using federal monies for the project.

2040 Visioning

The final is out. I will be sending that with this memo so chances are you will see it before you see this.

Dorsey and Whitney

We have several agreements with Dorsey and Whitney. You will start to see some of them on this agenda but will see more in the coming meetings.

Leadership Nevada:

We have 25 members signed up for Leadership this year.



STAFF MEETING AGENDA

Monday, December 6, 2021 @ 9:00 A.M

- a. City Administrator
 - i. Leadership Nevada
 - ii. Coding Invoices
 - iii. Budget meetings-Dept. Heads
 - iv. Department Plans and sustainability
 - v. Vehicle/ Equipment list and plan
 - vi. Community Publication
 - vii. Housing Developments
 - viii. Pizza Pie-looza



NEVADA PUBLIC SAFETY DEPARTMENT

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



Ricardo Martinez II
Public Safety Director
Chief of Police

To: Mayor and City Council

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

Date: Thursday, December 9th, 2021

Ref: Report for City Council Meeting for Monday, December 13th, 2021

Staffing

Officers Madison Dicks & Nick Walleser graduate Friday, December 17th. This will take place at 2:00 at the Iowa Events Center, Des Moines, Iowa. Governor Reynolds will be the keynote speaker.

Officer Kellan Sydnes is progressing well in the Field Training Program. Officer Sydnes will likely start solo patrol after the first of the year.

Sgt Andrew Henderson will be starting the hiring process this month. The goal is to have a candidate at the spring 2022 ILEA Basic School

Ryan Hutton continues to assist us working as a part time Police Officer on the weekends. It gives our people some well-earned and well-deserved time off. We are still waiting, with frustration I might add, in getting all the equipment and clothing to get Matt Mardesen on the street as well. Matt is just as frustrated as we are. Sgt. Brandes is researching other procurers for these purchases. The common thread for the shortcomings is COVID in one form or another.

Respectfully submitted,

Ricardo Martinez II
Public Safety Director
Chief of Police



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: December 1, 2021

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

Total Calls to date for year:	695
Fires for November 2021:	6
EMS calls for November 2021:	50
Good intent calls for November 2021:	12
Community supported events for November 2021:	0

Narcan used this month: 0

Vehicle Maintenance Team

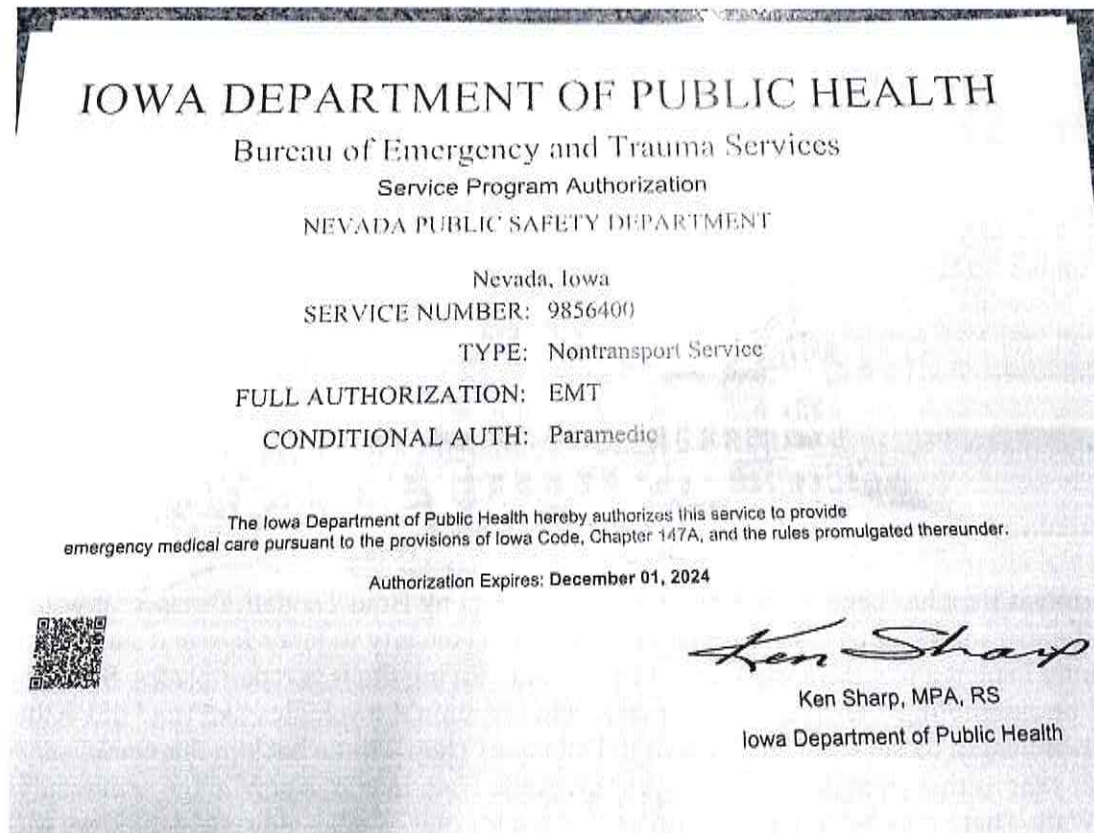
The fire department fleet has been maintained for several years by Brad Tendall. I suspect it would be hard to quantify how many thousands of dollars this has saved the city in labor fees and shop repairs. Just in the last month, I spent a few days working on trucks and moving them to repair places. Starting in January I will be assembling a team of staff to assess and maintain the vehicles like Brad did in the past. I do have two members in diesel mechanic school in Dubuque. They will be back in our community on and off for the next year as they complete this two-year program. Both intend to stay in the community and work at Van Wall. There may be some upcoming expenses for our 25-year-old rural engine we will have to assess before committing. If the engine is to stay in service full time, a pump re-condition, tune up, and new tires will be ordered.

Jeff Stensland Retirement

Assistant Chief Jeff Stensland announced his retirement from active firefighting duties. He plans to stay involved in the association. Jeff has spent 34 years on the department. His farming operations have grown. Jeff's father, the late David Stensland served on the Milford Township Board for 42 years. Jeff's wife Kristie served as an EMT for 14 years and their son Zach served 10 years. The family has a total of 100 years of service to our community. Jeff was a strong proponent of the city's continued service to the rural townships. Jeff also was instrumental in the design and remodel of the bays and exterior look of the current fire station. Jeff and his family will be honored at the department holiday party in December. The department will fill the Assistant Chief position in January.

Iowa Department of Public Health Inspection

The fire department underwent the state inspection of our EMS program as part of renewing our medical license. The rigorous inspection is intended to assure the state's first responder and ambulance programs are operating safe programs. The State Inspector complimented the department's record keeping and processes and described our program as one of the best inspected. The department operates at an EMT level but is authorized to operate at a paramedic level when paramedics are on the call. The inspection report is included.



Assistance to Firefighters Grant

The AFG has opened and NFD has submitted a \$49,950 request for 17 sets of new bunker gear. The department is always seeking ways to cover big expenses with grant funds. We were successful in 2018 and 2020 with AFG awards totaling close to \$60,000.

IOWA BUREAU OF EMERGENCY AND TRAUMA SERVICES

Emergency Medical Service Program Onsite Inspection Report

Service Name: Nevada Public Safety
Department

Date of Onsite: December 02, 2021

Coordinator: Jacob Dodds

#	CRITERIA: C=compliant D=deficient N/A=not applicable	CRITERIA	COMMENTS
1	132.2(2)b - Required documentation submitted 90 days prior to authorization expiration	C	
2	132.2(2)h - Affiliate agreement (Effective Jan 1, 2022 - less than 100 data submissions/year last 2 years)	N/A	
3	132.2(2)n - Evidence of liability insurance provided/filed	C	
4	132.2(2)o - Verification of one or more CCT endorsed staff (CCT endorsed service only)	N/A	
5	132.3(1)d - Service program shall report ownership change 7 days prior to change	N/A	
6	132.3(2)a - Service program shall have a designated medical director at all times	C	
7	132.3(2)b(3) - Department sponsored MD training completed. (Initial within first year. Once every 3 years after.)	C	
8	132.3(2)b(5) - Medical director ensures skills credentialed, duties do not exceed provider SOP/service level	C	
9	132.3(2)b(9) - Medical director has approved services CQI program	C	
10	132.3(2)b(10) - Medical director has designated CQI appointee	C	
11	132.3(2)b(11) - Medical director has completed random call audits (min. quarterly)	C	
12	132.3(2)b(12) - Medical director has reviewed audits performed by appointee	C	
13	132.3(2)c(3) - Medical director has approved PA/RN exceptions	N/A	
14	132.3(3)a - Service program shall have a designated service director at all times	C	
15	132.3(3)b(4) - Department sponsored SD training completed. (Initial within first year. Once every 3 years after.)	C	
16	132.3(3)b(6) - Service director ensures personnel function within SOP and level of service authorization	C	
17	132.3(4)a(4) - Notify dept. in writing 7 days prior to Med. Dir. change, reduction, discontinuance of operations	N/A	

39	132.3(6)e - Written patient care report policy	C	
40	132.3(7)b - CQI policy: medical audits review patient care	C	
41	132.3(7)c - CQI policy: deficiencies/potential deficiencies regarding medical knowledge/skill/procedure	C	
42	132.3(7)d - CQI policy: reviews 911 response and scene times (minimum)	C	
43	132.3(7)e - CQI policy: con ed, credentialing skills/procedures, personnel performance	C	
44	132.3(7)f - CQI policy: measureable outcomes	C	
45	132.3(7)g - CQI policy: loop closure/resolution	C	
46	132.3(8)a - Pharmacy agreement in accordance with IBOP 657-11	C	
47	132.3(8)b - Maintain all medications in accordance with IBOP 657-10 and 657-11	C	
48	132.3(8)c - Written pharmacy policy	C	
49	132.3(9)a,b,c,d - Annual inspection (Effective Jan. 1, 2022)	N/A	
50	132.3(9)e - Garage climate controlled, maintained, clean, safe, unobstructed exit to street	C	
51	132.3(9)f - Equipment properly secured	C	
52	132.3(9)g - New ambulances meet either CAAS or NFPA (Effective Jan. 1, 2022)	N/A	
53	132.3(9)h - Vehicle maintenance, exterior clean, interior clean/disinfected	C	
54	132.3(9)i - Medical/patient supplies monitor exp. dates, clean/launched/disinfected, stored in clean environ.	C	
55	132.3(9)j - PPE available to ensure responder safety	C	
56	132.3(9)k - Proper disposal supplies for biomedical hazard waste	C	
57	132.3(9)l - Medical equipment maintained per manufacturer requirements	C	
58	132.3(9)m - Vehicle standard, supply, equipment maintenance policies	C	

For: December 13, 2021 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Erin Coughlin, Library Director

Nevada Public Library Council Report

- We applied for a \$10,000 American Library Association/National Endowment for the Humanities/ARPA grant to increase humanities programming at the library. We'll know if we were selected for the grant in February.
- We will be hiring a part-time Associate Librarian I in January to replace a part-time staff member who will be starting as a full-time Associate Librarian II at the end of the month.
- We've been having a lot of troubles with internet and phones during the past two months. Kerin has been very helpful in alerting the right people to get these items fixed, but we still have issues. We are hoping they are resolved soon. Right now, it is impacting service to patrons as our fax machine is not able to send/receive faxes, phone calls are cutting in and out, and internet is often not working.
- On December 28, 2021, we are hosting a program at the library celebrating Iowa's 175th anniversary of statehood. We'll watch a portion of a documentary, the Nevada Community Historical Society will give a short presentation on important Nevadans in Iowa's history, and we'll have a discussion and birthday cake. We encourage council members and the general public to attend!

LIBRARY BOARD OF TRUSTEES MONDAY, NOVEMBER 15, 2021, 5:00 P.M.

Vice-Chair Peter Korsching presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, November 15, 2021 at 5:02 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Priscilla Gammon, Peter Korsching, Tim McLaughlin, and Theresa Presley. Absent: Adam Riedell, Allison Severson (arrived at 5:03 p.m.), and James Woodard.

Others in attendance were Library Director Erin Coughlin, Amanda Zagloba, and Donna Mosinski.

Motion by Board Member Tim McLaughlin, seconded by Board Member Theresa Presley, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: McLaughlin, Presley, Gammon, and Korsching. Nays: None. Vice-Chairperson Peter Korsching declared the motion carried.

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

Motion by Board Member Tim McLaughlin, seconded by Board Member Priscilla Gammon, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the October 18, 2021 regular meeting
- (2) Approve October 2021 **claims** totaling \$5,865.80 (see attached list)
- (3) Accept and place on file the Director's **memo** dated November 12, 2021
- (4) Accept and place on file the October 2021 **financial report**

The roll being called, the following named board members voted. Ayes: McLaughlin, Gammon, Korsching, and Presley. Nays: None. Vice-Chairperson Peter Korsching declared the motion carried.

Allison Severson arrived at 5:03 p.m.

Erin went over the FY 2021 Annual Report that she presented to the Story County Board of Supervisors and Story County Librarians.

Motion by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to approve the FY23 Library Budget as presented. The roll being called, the following named members voted. Ayes: McLaughlin, Korsching, Presley, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Peter Korsching, seconded by Board Member Tim McLaughlin, to approve the Holiday Schedule for 2022 with 9 holidays and 2 floating holidays. The roll being called, the following named members voted. Ayes: Korsching, McLaughlin, Presley, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to change the open hours on December 11, 2021 to 12:00 p.m. to 7:00 p.m. for the Main Street Nevada Christmas on Main activities. The roll being called, the following named members voted. Ayes: McLaughlin, Korsching, Presley, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried.

The board discussed the Materials Selection and Reconsideration Policy and Erin shared a request to donate a newspaper called The Epoch Times.

Motion by Board Member Peter Korsching, seconded by Board Member Theresa Presley, to approve the Materials Selection and Reconsideration Policy as presented. The roll being called, the following named members voted. Ayes: Korsching, Presley, Severson, Gammon, and McLaughlin. Nays: None. Chairperson Allison Severson declared the motion carried.

Motion by Board Member Peter Korsching, seconded by Board Member Priscilla Gammon, to approve the Display Policy as presented. The roll being called, the following named members voted. Ayes: Korsching, Gammon, McLaughlin, Presley, and Severson. Nays: None. Chairperson Allison Severson declared the motion carried.

Library Director Erin Coughlin reported on:

- The new Youth Services Librarian will start November 22
- The Covid clinic on November 11 was successful.
- Library programming is going well and staff is looking into grants to be able to host Iowa and Midwest Authors for lectures.

The next meeting will be held at 6:00 p.m. Monday, December 20, 2021.

There being no further business to come before the Board, it was moved by Board Member Tim McLaughlin, seconded by Board Member Peter Korsching, to *adjourn the meeting*. The roll being called, the following board members voted. Ayes: McLaughlin, Korsching, Presley, Severson, and Gammon. Nays: None. Chairperson Allison Severson declared the motion carried. At 6:13 p.m. she adjourned the meeting.



December - 2021

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

From: Tim Hansen, Director of Parks and Recreation

Re: Monthly Information Report

- Field House Project:
 - CAT award for the project has come in at \$424,000. This will leave additional fundraising to complete. We are working with the RMH Architects on value engineering of the building to reduce costs as the price has gone up to do supply chain issues.
 - If you know of someone who is interested and wants to support the project, please have them reach out to anyone on the Foundation or the Parks and Recreation Department, and we will take care of them.
 - We will be presenting to the group at the Senior Center on December 13th.
- Senior Luncheon, Tuesday, November 23rd, was a great success. Thank you to all those that helped with the event.
- Planning our holiday food bag event for next week. This will provide a bag of various food items for those in need over the Christmas break. This is done in partnership with the Angel Tree program.
- Planning to send out RFP's for the Hattery Shelter this month.
- ITC Midwest is donating \$1,500 for tree plantings. The check should come in the next couple of weeks.
- Staff and Park Board completed their Goal Setting/Development plan and submitted it to Jordan.
- Recreation staff is busy with winter programs, Christmas on Main event, and planning holiday food bag distribution.
- Park Staff and Cemetery staff have continued to work on outside projects. The seeding at Billy Sunday Field and leaf pick-up was completed last week.
- We have removed 3 nuisance beavers from Indian Creek in the area between the horse arena and E. Avenue.
- Ryan Wessels continues to work on his Eagle Scout project for fish stocking and pond enhancements at the Wilson Pond. We have put him in touch with Tyler Stubbs, DNR, for some additional guidance/reference.
- Still waiting to hear about the Alliant Energy/Trees Forever Grant we submitted for plantings at SCORE.
- Staff, City Council, Wellness, and Safety meetings.

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

December 2021

Public Works

I've been doing some research on a free yard waste day and a city-wide cleanup day. I reached out to the three main garbage haulers in the city.

-Pratt sanitation- Yard waste would have to be picked up in roll offs so the waste would not be put in the packers. The same concern on the city-wide cleanup the very broad range of junk would need to be sorted and put into different roll offs and taken to different places. Gavin said to let him know and he would work up a quote.

-Arends- Don't have the manpower or trucks to this big of a job.

-Aspen- No response

The traffic committee met about a concern on H Ave. Made a decision on a solution to the concern.

Water Pollution Control

- Pit Pros is done hauling sludge again for this year.
- Devin and I are both gearing up to take our respective IDNR license tests. We're hoping to test in person at DMACC Urban Campus later this month or early January
- I am working on the standard annual reports for the facility, such as toxicity testing and biosolids application data.
- No real issues lately with the WPCF.

Street Department

- Installed street signs in the downtown area
- 4th and G avenue project is about to be finished up
- Concrete patches from Metro Net are completed from Milam concrete
- Plow trucks are ready to go
- Getting the hot box patcher ready to go
- Servicing of city vehicles
- Took staff to a Winter Maintenance class from ITAP

Water Department

Jamie and Charlie are doing a great job learning their new roles within the city and mapping water utilities in GIS. We have had two main breaks in the last week and a half, 3rd and G Ave and W E Ave.

Aerator is cleaned and working on Lead service count.

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December 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

The Council Budget Committee will meet immediately following the **December 13th** regular council meeting to finalize the budget worksheets. The full council approval will be on January 10th.

Enclosed in the packet is the redistricting maps and ordinances to complete the process and file it with the Secretary of State. The County provided the maps and also helped with the worksheet that is needed in the filing. We didn't see any major changes with our Wards.

Jordan and I have been meeting with Staff to review the budget requests. We await the Valuations to see where we will be for FY23. It is another year where we will see a decline in the percentages for the Multi-Residential. It will also be the beginning of our 5-year sliding scale reduction for our State Reimbursement of the Backfill. We lose about \$25,000 each year from the backfill.

As in past years, with the cancellation of the last meeting in December, staff will prepare a Claims list for the bills that need paid before the next council meeting and send it out to Mayor and Council for review on Wednesday, December 22nd. If you see any issues with certain bills please let us know and we can hold those checks. Otherwise, if I don't hear from you the checks will be mailed.

I will be taking some time off between Christmas and New Years. I will be checking email and working some remotely. Please don't hesitate to shoot me an email if you need anything.