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AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 23, 2023 – 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 will be meeting in the Council Chambers, Zoom may be provided, so long as that option is available.
<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 through Zoom 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, January 23, 2023*

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on January 9, 2023
 - B. Approve Claims for December 12/21/22, including Check Numbers 79029-79101 and Electronic Numbers 1245-1251 (Inclusive) Totaling \$2,441,097.95 (See attached list)
 - C. Approve Payment of Cash Disbursements, including Check Numbers 79166-79235 and Electronic Numbers 1262-1267 (Inclusive) Totaling \$7,523,185.68 (See attached list)
 - D. Approve Financial Reports for Month of December 2022

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5. **PUBLIC FORUM:** Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
 - A. Letter of recognition for Officer Matthew Celentano
6. **NEW BUSINESS**
 - A. Resolution No. 072 (2022/2023): A Resolution Approving Agreement with Consumers Energy to Establish Joint Use of Poles
7. **REPORTS – City Administrator/Mayor/Council/Staff**
8. **CLOSED SESSION:** Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
9. Discussion and appropriate follow-up on Closed Session pursuant to authority found in Iowa Code 21.5 (1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
10. Discussion and Appropriate Follow up Regarding Closed Session.
11. **ADJOURN**

The agenda was posted on the official bulletin board on January 19, 2023, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

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PUBLIC NOTICE

There will be a Council Budget Work Session on Monday, January 23, 2023, immediately following the Regular City Council Meeting in the Council Chambers of Nevada City Hall, 1209 6th Street, Nevada, Iowa to review the proposed Fiscal Year 2023/2024 budget.

There will no action of the council taken.

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIIUXZHczZlQi9ML0ZOeElOdz09>

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

Webinar ID: 879 6173 3099 Password: 287321



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 23, 2023 – 6:00 P.M.

5. PUBLIC FORUM:

A. Letter of recognition for Officer Matthew Celentano

Sgt. Brandes will read this letter as Officer Celentano received his award. Sherman Mercer is aware of this award presentation and has given his permission to use his name. Mr. Mercer may or may not be in attendance.

6. NEW BUSINESS

A. Resolution No. 072 (2022/2023): A Resolution Approving Agreement with Consumers Energy to Establish Joint Use of Poles

Enclosed you shall find the resolution approving the agreement. Also included is the agreement with Consumers, a summary from the City Attorney regarding the agreement, and a recommendation from Mike Roth.

NEVADA CITY COUNCIL - MONDAY, JANUARY 9, 2023 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, January 9, 2023, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Brian Hanson, Barb Mittman, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Dane Nealson. Dane Nealson arrived at 6:01 p.m.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Ryan Hutton, Erin Coughlin, Larry Stevens, Tim Hansen, Rhonda Maier, Ric Martinez, Chris Brandes.

Also in attendance were: Karen Selby, Emily Schaack, Allison Severson, James Woodard, Theresa Presley, Tim McLaughlin, Louis Lang.

3. APPROVAL OF AGENDA

Dane Nealson arrived at 6:01 p.m. Motion by Brian Hanson, seconded by Jason Sampson, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Skaggs, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

4. PUBLIC HEARING(S)

- A. Proposed Amendment to the Nevada Urban Renewal Area
1. Public Hearing

At 6:01 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **December 22, 2022**. The public hearing is **for the proposed amendment to the Nevada Urban Renewal Area**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:01 p.m.

2. Resolution No. 069 (2022/2023): Resolution to Approve Urban Renewal Plan Amendment for the Nevada Urban Renewal Area

Motion by Jason Sampson, seconded by Steve Skaggs, to **adopt Resolution No. 069 (2022/2023)**. After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- B. Proposed Development Agreement with Mid-States Material Handling & Fabrication, Inc.
1. Public Hearing

At 6:02 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **December 22, 2022**. The public hearing is **for the proposed development agreement with Mid-States Material Handling & Fabrication, Inc.**

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

2. Resolution No. 070 (2022/2023): Resolution Approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

Motion by Brian Hanson, seconded by Dane Nealson, to **adopt Resolution No. 070 (2022/2023)**. After due consideration and discussion the roll was called. Aye: Hanson, Nealson, Sampson, Skaggs, Ehrig, Mittman. Nay: None. The Mayor declared the motion carried.

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

Motion by Jason Sampson, seconded by Barb Mittman, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on December 12, 2022
 - B. Approve Payment of Cash Disbursements, including Check Numbers 79105-79162 and Electronic Numbers 1252-1261 (Inclusive) Totaling \$473,602.66 (See attached list) and the First Interstate Card Purchases for the January 5, 2023 Statement, total \$3,254.29
 - C. Approve Provider Agreements with NEDC, Main Street Nevada, Nevada Community School District and Story County Medical Center, Story County for the "Our Nevada" Newsletter
 - D. Approve CIRTPA Representatives for Calendar Year 2022, Larry Stevens-Primary and Ryan Hutton-Alternate
 - E. Approval of Garbage License for Arends Sanitation – Additional Garbage Truck
- After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

6. PUBLIC FORUM

- A. Library Annual Report Presentation

Library Director Erin Coughlin gave the annual report for the library, highlighting items such as new staff, successful events, increased circulation, working with Parks & Rec on a permanent story walk, and keeping up with changing technology.

Louis Lang asked about the status of a yard waste dump. He also stated concern regarding the second street railroad tracks.

7. OLD BUSINESS

- A. Approve Pay Request No. 19 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$621,917.05

Motion by Jason Sampson, seconded by Brian Hanson, to **approve Pay Request No. 19 for WWTF Improvements-Phase 2 from Williams Brothers Construction Inc. in the amount of \$621,917.05.** After due consideration and discussion the roll was called. Aye: Sampson, Hanson, Mittman, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 11 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$83,183.09

Motion by Brian Hanson, seconded by Steve Skaggs, to **approve Pay Request No. 11 for WWTF Improvements-Phase 3 from Boomerang Corp. in the amount of \$83,183.09.** After due consideration and discussion the roll was called. Aye: Hanson, Skaggs, Ehrig, Mittman, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 4 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$384,867.02

Motion by Sandy Ehrig, seconded by Barb Mittman, to **approve Pay Request No. 4 for WWTF Improvements-Phase 4 from OnTrack Construction, LLC in the amount of \$384,867.02.** After due consideration and discussion the roll was called. Aye: Ehrig, Mittman, Nealson, Sampson, Skaggs, Hanson. Nay: None. The Mayor declared the motion carried.

- D. Field House Project, Contractor HPC LLC

1. Approve Pay Request No. 6 for the Fieldhouse in the amount of \$98,479.85

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Pay Request No. 6 for the Fieldhouse in the amount of \$98,479.85.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

2. Approve Change Order No. 1 for the Field House in the amount of \$14,282.00

Motion by Steve Skaggs, seconded by Jason Sampson, to **approve Change Order No. 1 for the Field House in the amount of \$14,282.00.** After due consideration and discussion the roll was called. Aye: Skaggs, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- E. Ordinance No. 1040 (2022/2023): An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the November, 2022 Addition to the Nevada Urban Renewal Ara, Pursuant to Section 403.19 of the Code of Iowa, third and final reading

Motion by Jason Sampson, seconded by Dane Nealson, to **approve Ordinance No. 1040 (2022/2023), third and final reading.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- F. Ordinance No. 1041 (2022/2023): An Ordinance Amending the Zoning Map of the City of Nevada, Iowa, by Rezoning the Property at 1238 T Avenue, Flummerfelt's Country Club

Estates, MHC LLC, from R-4 (Multiple Family Dwelling District) to R-5 (Mobile Home Park Residential), third and final reading

Motion by Dane Nealson, seconded by Sandy Ehrig, to **approve Ordinance No. 1041 (2022/2023), third and final reading.** After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Hanson, Mittman, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- G. Resolution No. 071 (2022/2023): A Resolution approving the Merchant Processing Application and Agreement and Program Guide for taking credit/debit cards through the RecDesk software at the Fieldhouse

Motion by Jason Sampson, seconded by Barb Mittman, to **adopt Resolution No. 071 (2022/2023).** After due consideration and discussion the roll was called. Aye: Sampson, Mittman, Nealson, Skaggs, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

- A. Approve LOT, Capital Equipment Revolving, Hotel/Motel, and TIF Worksheets for the FY23/24 Budget

Motion by Barb Mittman, seconded by Steve Skaggs, to **approve LOT, Capital Equipment Revolving, Hotel/Motel, and TIF Worksheets for the FY23/24 Budget.** After due consideration and discussion the roll was called. Aye: Mittman, Skaggs, Ehrig, Hanson, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- B. Discussion and Appropriate Follow-up regarding the Public Safety Director Position

Informational brochure was reviewed. The position will be on the City's website, the Iowa League of City's website, and additional websites. It will be widely shared at minimal cost.

9. **CLOSED SESSION:** Closed Session pursuant to Iowa Code Section 21.5 (1) (j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve to go INTO Closed Session.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Hanson, Mittman, Sampson. Nay: None. The Mayor declared the motion carried.

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

10. Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

No action of council was taken after closed session.

11. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Dane Nealson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 7:21 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
CLAIMS FOR DECEMBER 12/21/22
12/13/22 THUR 12/21/22

VENDOR	REFERENCE	AMOUNT	CHECK # (
WAGeworks	FSA 2022 PMTS	445.89	1249
ALLIANT	WTR/CEM-UTILITIES	5,037.87	79046
VERIZON	WTR/WWT/LIB-SVCS	238.73	79047
GATEHOUSE	PUBLIC NOTICES	854.84	79048
WINDSTREAM	POOL-INTERNET	6.89	79049
JOHN DEERE FIN	WTR-TOOLS	1,034.88	79050
MARCO	22623 LIB PUBLIC	799.00	79051
ON TRACK CONST	WWTF-PH4-PR#3	395,427.26	79052
WILLIAMS BROTHERS CONST	WWTF-PH2-PR#18	1,032,615.65	79053
BOOMERANG	WWTF-PH3-PR#10	798,595.21	79054
METRONET	ALL-INTERNET SVC	292.20	79055
EFTPS	FED/FICA TAX	27,774.27	1245
HUTTON, RYAN	HSA	275.41	1246
SYDNES, KELLAN	HSA	50.00	1247
CORNISH, DEVIN	HSA	50.00	1248
MISSION SQUARE	DEFERRED COMP	972.50	79044
COLLECTION SVCS CENTER	CHILD SUPPORT	483.40	79045
GREAT WESTERN	PD-LODGING BRANDES	3,052.27	1250
QUILL CORP	LIB-BLEACH	35.99	79029
BAKER & TAYLOR	LIB-MATERIALS	1,597.30	79030
DEMCO	LIB-MATERIALS	269.62	79031
DRAINTECH	LIB-TOILET RPR	301.50	79032
CENTER POINT	LIB-MATERIALS	215.13	79033
WILLIAMSON ELEC	LIB-MEETING RM LIGHTS	225.00	79034
CENGAGE	LIB-MATERIALS	456.86	79035
MENARDS	LIB-CLOSER	88.99	79036
MIDWEST TAPE	LIB-AUDIOBOOK	1,165.37	79037
AMAZON CAPITAL SVCS	LIB-MATERIALS	151.05	79038
SLATER PUBLIC LIB	LIB-MATERIALS	9.59	79039
WAGeworks	FSA 2022 PMTS	1,001.03	1251
ELECTRONIC ENG	CD-SIREN RPR	580.00	79057
FAREWAY	REC-JR THEATER	8.00	79058
ALLIANT	CH-UTILITIES	4,728.72	79059
FAST LANE	STS-SUPPLIES	79.30	79060
NEVADA VET	PD-ANIMAL CONTROL	1,401.90	79061
PRATT SANI	ALL-GARBAGE SVC	631.45	79062
VAN WALL	PKM-3720 TRACTOR QUICK CONNECT	41.63	79063
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	893.32	79064
STATE HYGIENIC Lab	WWT-LAB ANALYSIS	2,405.50	79065
ARNOLDS	STS-FULE FILTERS	353.32	79066
BARCO	STS-BRACKETS	1,323.93	79067
HOKEL	STS-HARDWARE	8.64	79068

SIGN PRO OF AMES	CH-SCREEN	275.00	79069
C&K HEATING	FD-FURNACE RPR	993.76	79070
GOOD AND QUICK	CEM-BLUE DEF	16.99	79071
IA POLICE CHIEFS ASSOC	PD-MARTINEZ RENEWAL	425.00	79072
STAPLES CREDIT PLAN	STS-SUPPLIES	58.83	79073
IOWA PUMP WORKS	WWT-EMERG PUMP RPRS BIO TOWERS	7,500.00	79074
ZIEGLER INC	STS-SEALS/ORING	31.12	79075
IA PRISON IND	STS-SIGNS	445.50	79076
O'HALLORAN INTL	STS-MODULE	141.39	79077
MOUSEL, JOE	STS-MOUSEL CLOTHING REIMB	68.01	79078
FASTENAL	STS-HOSE CLAMPS	120.05	79079
WINDSTREAM	LIB-PHONES	156.59	79080
CONSUMERS ENERGY	WTR-WELL FIELD	8,246.00	79081
HR GREEN	SRF SPONS PROJ FINAL DESIGN	17,473.50	79082
CENTRAL STATES ROOFING	CH-ROOF REPAIR	243.97	79083
BRICK GENTRY	WWT/ADM-LEGAL	16,556.25	79084
IACP	PD-FY23 DUES	490.00	79085
COPY SYSTEMS	CH-TAPES	36.32	79086
JOHNSON CONTROLS	WTR-SECURITY 1ST QTR 2023	250.00	79087
UNITYPOINT CLINIC	WWT-CDL TEST	84.00	79088
CENTRAL IA WATER ASSC	WTR/LWE RAW WATER 01/2023	531.13	79089
UTILITY SERVICE	8TH STREET TANK	11,853.88	79090
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	79091
QUADIENT	ALL-POSTAGE	1,000.00	79092
KRUCK P & H CO	CH-FALL MAIN	2,701.39	79093
SCHULING HITCH	PKM-PLOW TRUCK MODULE	465.05	79094
LEIN	PD-BRANDES/CIZMADIA TRNG	400.00	79095
MENARDS	STS-FLASHING LIGHTS	104.87	79096
IA DEPT OF PUBLIC SAFETY	PD-ONLINE WARRANTS	300.00	79097
ISCIA	PD-CELENTANO TRNG	350.00	79098
MADISON NAT LIFE INS	ALL-LIFE INSURANCE	447.97	79099
TRAFFIC SAFETY WAREHOUSE	STS-SOLAR BARRICADES	199.18	79100
ELECTRIC SUPPLY	PKM-SHOP LIGHTS	1,598.86	79101
Refund Checks Total			
Accounts Payable Total		2,359,769.02	
Payroll Checks		81,328.93	
***** REPORT TOTAL *****		2,441,097.95	
GENERAL		101,883.22	
ROAD USE TAX		12,447.95	
LOCAL OPTION SALES TAX		2,043.43	
LIBRARY TRUST		1,451.12	
DANIELSON TRUST		857.15	
WATER		28,902.22	
WATER CAPITAL REVOLVING		11,853.88	
SEWER		16,182.59	

SEWER CAP IMP PROJECT	2,237,368.12
SEWER EQUIP REVOLVING	7,500.00
SRF SPONSORED PROJECT	17,473.50
REVOLVING FUND	1,687.85
FLEX BENEFIT REVOLVING	1,446.92
TOTAL FUNDS	<u>2,441,097.95</u>

Item # 40
Date: 1-23-23

CITY OF NEVADA CLAIMS
01/10/23 THRU 01/23/23
23-Jan-23

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGEWORKS	FSA 2022 PMTS	331.02	1266
FAREWAY	REC-SR THANKSGIVING	42.92	79168
ALLIANT	ALL-UTILITIES	5,927.55	79169
VERIZON	WTR/WWT/LIB-SVCS	240.06	79170
WINDSTREAM	SC-PHONES	56.95	79171
SAMS CLUB	REC-COOKIES	43.92	79172
JOHN DEERE FIN	WTR/CEM-SUPPLIES	155.90	79173
HPC LLC	FH2022-PR#6	98,479.85	79174
AMAZON CAPITAL SVCS	PD/STS-FUEL TANK/LIGHTS	279.80	79175
SHRED-IT	PD-SHREDDING	172.72	79176
ON TRACK CONST	WWTF-PH4-PR#4	384,867.02	79177
WILLIAMS BRO	WWTF-PH2-PR#19	621,917.05	79178
BOOMERANG	WWTF-PH3-PR#11	83,183.09	79179
METRONET	ALL-INTERNET SVC	292.20	79180
EFTPS	FED/FICA TAX	27,166.63	1262
HUTTON, RYAN	HSA	275.42	1263
SYDNES, KELLAN	HSA	50.00	1264
CORNISH, DEVIN	HSA	50.00	1265
MISSION SQUARE	DEFERRED COMP	972.50	79166
COLLECTION SVCS CTR	CHILD SUPPORT	483.40	79167
QUADIENT	ALL-POSTAGE	1,000.00	79187
WAGEWORKS	FSA 2022 PMTS	4,038.24	1267
MARTIN MARIETTA	WTR-GRAVEL	2,456.00	79188
FAST LANE AUTO CARE	STS-SUPPLIES	78.30	79189
NEVADA VET CLINIC	PD-ANIMAL CONTROL	308.40	79190
PRATT SANI	ALL-GARBAGE SVC	622.85	79191
VAN WALL	STS/PKM-COOLANT/TRACTOR BRM/CHAIN SAW	129.29	79192
STATE HYGIENIC LAB	WWT/PKM-LAB ANALYSIS	3,868.50	79193
COMPUTER RES SPEC	ALL-IT SVCS	22,319.45	79194
ARNOLDS	WTR/STS-SUPPLIES	2,136.62	79195
NEVADA ROTARY	CA-COOK DUES	171.00	79196
STORY CO TREASURER	PD/WTR/WWT-FY23QTR3	11,131.94	79197
BAKER & TAYLOR	LIB-MATERIALS	151.86	79198
GATEHOUSE	PUBLIC NOTICES	1,744.31	79199
HOKEL	WTR-HARDWARE	144.19	79200
IA LIBRARY ASSO	LIB-COUGHLIN/MACVEY/ZAGLOBA/DUEKER/DAVISON/SOL	506.00	79201
HAWKEYE TRUCK EQUIP	STS-SPRING	224.52	79202
IA DOT	STS/WTR-SIGN TUBING /SUPPLIES	499.79	79203
GOOD AND QUICK	PD/PKM/STS-SVCS	126.14	79204
O'HALLORAN INTNL	STS/PD-RPRS	2,266.35	79205
NEVADA HARDWARE	ALL-SUPPLIES	473.50	79206
STAPLES	ADM/WTR/WWT-SUPPLIES	86.96	79207
WINDSTREAM	LIB/POOL/PD-SVCS	163.23	79208

CONSUMERS ENERGY	ALL-UTILITIES	8,604.37	79209
HR GREEN	CEM-GIS/SRF SPON PROJ DESIGN/CONST	17,311.75	79210
VETTER EQUIP	STS-HYP FILTER	89.00	79211
BRICK GENTRY PC	WWT TRUNK EASE/ADM-LEGAL	7,350.00	79212
PITPROS INC	WWT-SOLIDS REMOVAL	30,771.72	79213
BEATY, RAY	EMS-FITCH/SYDNES CPR CERT	50.00	79214
WEX BANK	STS-GAS CARDS	936.89	79215
AMES FORD LINCOLN	PD-2018 FORD RPR/#88 RPR	2,068.19	79216
HARVEST HEATING	POOL-HEATER MAINT	518.00	79217
STORY CNTY FF ASSN	FD-ASSOC DUES	25.00	79218
CRAIG CARROLL STUDIO	PD-PHOTOS	235.00	79219
SHAFFER'S AUTO BODY	PD-#4 RPR	1,510.84	79220
BOUND TREE MEDICAL	EMS-COLLAR	49.52	79221
MARCO	ALL-COPIER LEASE	799.00	79222
P&D WELDING SOL	WWT-EMERGENCY CLARIFIER RPRS	4,641.50	79223
JMT TRUCKING	WTR-TRUCKING	717.67	79224
RMH ARCHITECTS	FIELDHOUSE ARCH	5,840.00	79225
MIDWEST TAPE	LIB-DVDS	75.46	79226
STORY CITY RAD RPR	STS-SNOWBLOWER RADIATOR	1,277.12	79227
KINSBURY, JAYSON	PKM-REIMB APPLICATOR TEST	20.00	79228
EVOLUTION EDGES	STS-SNOW BLADE	1,715.00	79229
RANGEMASTERS TRAINING	FD-OFFICER BADGES	2,121.00	79230
AMAZON CAPITAL SVCS	LIB-BARCODE SCANNER/MONITOR/MATERIALS	1,030.12	79231
ELECTRIC SPPLY MRSHLTN	PKM-MAINT SHOP REPLC LIGHTING	208.93	79232
HELLAND, BRIAN	EMS-CARDIAC NATIONAL REG	100.00	79233
MAGIC MUFFLER	PD-#55 EXHAUST RPR	260.00	79234
WALKER, RACHEL	LIB-REIMB	24.00	79235
	WATER	1,813.52	
	WATER DEPOSITS	4,634.52	
	SEWER	-228.78	
	SEWER CONSTRUCTION	-21.79	
	LANDFILL/GARBAGE	-19.57	
	STORM WATER	-47.99	
	Refund Checks Total	6,129.91	
	Accounts Payable Total	1,367,985.52	
	Payroll Checks	6,149,070.25	
	***** REPORT TOTAL *****	7,523,185.68	
	GENERAL	4,106,801.11	
	ROAD USE TAX	604,088.61	
	LOCAL OPTION SALES TAX	30,015.29	
	LIBRARY TRUST	204.11	
	SC/FIELDHOUSE	104,319.85	
	WATER	778,334.73	
	WATER DEPOSITS	4,634.52	
	SEWER	765,174.19	

SEWER CONSTRUCTION	-21.79
SEWER CAP IMP PROJECT	1,091,437.16
SRF SPONSORED PROJECT	10,218.75
LANDFILL/GARBAGE	-19.57
STORM WATER	-47.99
REVOLVING FUND	23,677.45
FLEX BENEFIT REVOLVING	4,369.26
TOTAL FUNDS	<u>7,523,185.68</u>

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CITY OF NEVADA
BALANCE SHEET
CALENDAR 12/2022, FISCAL 6/2023

Item # 40
Date: 1-23-23

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	248,883.57-	4,757,201.03
002-000-1110	CASH-HOTEL/MOTEL	1,800.78	15,439.57
110-000-1110	CASH-ROAD USE TAX	19,780.44	2,347,818.47
112-000-1110	CASH-EMPLOYEE BENEFITS	18,585.19	544,320.98
113-000-1110	CASH-RUT CAPITAL	1,374.37	437,895.08
119-000-1110	CASH-EMERGENCY FUND	2,439.79	42,206.27
121-000-1110	CASH-LOCAL OPTION TAX	221,501.78	1,266,444.02
125-000-1110	CASH-TIF	39,185.52	2,130,078.42
126-000-1110	CASH-LMI SUBFUND		190,717.70
167-000-1111	RESERVE-WELLS	5.66	1,802.96
167-000-1113	RESERVE-ZWILLING	.36	113.37
167-000-1114	RESERVE-ALBERRY	3.24	1,031.57
168-000-1118	RESERVE-UNDESIGNATED	.03	8.05
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	84.25	26,844.36
169-000-1110	CASH-LIBRARY TRUST	1,458.74	19,376.57
171-000-1110	CASH-FIRE TRUST	55.58	17,707.05
172-000-1110	CASH-SCORE UNDESIGNATED	18.12	5,772.54
173-000-1110	CASH-SCORE O&M	.84	268.18
174-000-1110	CASH-NORTH STORY BASEBALL	8.56	2,728.50
175-000-1110	CASH-SENIOR COMM CENTER	31.12	9,915.39
176-000-1110	CASH-GH PIANO	60.53	19,285.46
177-000-1110	CASH-POLICE FOREITURE	38.81	12,365.29
179-000-1122	RESERVE-GRNBLT MAP 2005	11.48	3,659.12
179-000-1124	RESERVE-ST CO TRAIL	1.27	403.57
179-000-1125	RESERVE-IND RDG GREENBE	1,736.74-	
179-000-1127	RESERVE-UNRESTRICTED	46.26-	96,476.33
179-000-1128	RESERVE-SCORE SCOREBOAR	14.64	4,664.98
179-000-1130	RESERVE-LANDSCAPING	237.33-	6,331.23
179-000-1131	RESERVE-FIELD MAINT	195.08	26,310.75
179-000-1132	RESERVE-LEW HANSEN SUB	4.50	1,433.84
179-000-1133	RESERVE-87 SOUTHWOOD	24.22	7,715.44
179-000-1134	RESERVE-MARDEAN PARK	2.87	915.70
179-000-1135	RESERVE-WILSON POND DONATIONS	2.38	756.76
80-000-1110	CASH-COLUMBARIAN MAINT	14.72	4,689.35
81-000-1110	CASH-TRAIL MAINTENANCE	102.91	32,790.16
82-000-1110	CASH-DANIELSON/OTHERTRU	84.81-	246,078.85
83-000-1110	CASH-LIB BLDG TRUST	.62	198.45
84-000-1110	CASH-TREES FOREVER	14.53	4,628.60
85-000-1110	CASH-4TH OF JULY	23.73	7,559.62
86-000-1110	CASH-COMM BAND	3.94	1,256.27
90-000-1110	CASH-DEBT SERVICE	31,771.32	683,059.65
91-000-1110	CASH-CITY HALL/PUBLIC S	1.87	595.50
92-000-1110	CASH-LIBRARY BLDG	5,455.30	97,115.88
94-000-1110	CASH-SC/FIELDHOUSE	10,977.33	3,497,541.45
97-000-1110	CASH-SIDEWALKIMPROVEMEN	301.95	96,206.16
0-000-1110	CASH-2021STS PROJ 11TH/S14		671,401.12-
1-000-1110	CASH-2019 CIP WORK	4,903.53	1,562,337.04
5-000-1110	CASH-CBD DOWNTOWN IMPR	126.00-	119,937.46-
1-000-1110	CASH-TRAIL CIP PROJECTS	509.83	394,392.06
2-000-1110	CASH-ARP FUNDS	3,170.35	1,010,119.55
3-000-1110	CASH-2017STS,WTR,WWT,STM PROJ		221.00-

CITY OF NEVADA
BALANCE SHEET
CALENDAR 12/2022, FISCAL 6/2023

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
500-000-1110	CASH-PERPETUAL CARE		
501-000-1110	CASH-HATTERY	600.00	164,111.58
600-000-1110	CASH-WATER O&M		5,000.00
601-000-1110	CASH-WATER DEPOSITS	147,350.24	2,971,240.67
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	1,105.81	88,980.44
605-000-1110	CASH-WATER 2012C BOND	4,752.13	1,514,097.59
607-000-1110	CASH-WTR CAPITAL REVOLV		644,441.73
608-000-1110	CASH-JORDAN WELL PROJ	10,355.29-	477,473.93
610-000-1110	CASH-WASTEWATER O&M		48,190.50-
611-000-1110	CASH-SEWER REVOLVING	125,420.11	2,486,813.61
615-000-1110	CASH-SEWER CONSTRUCTION	2,304.90	734,375.41
616-000-1110	CASH-WWT CIP	23,614.71	3,152,943.76
617-000-1110	CASH-WWT CAPITAL	3,324,692.06	696,827.32-
618-000-1110	CASH-SRF SPONSORED PROJECT	6,298.25-	382,896.56
670-000-1110	CASH-GARBAGE UTILITY	29,039.19-	374,627.45-
740-000-1110	CASH-STORM WATER UTILIT	5,951.63	30,608.75-
810-000-1139	RESERVE-PARK & RECREATI	17,580.39	986,992.99
310-000-1140	RESERVE-LIBRARY	1,163.17-	138,818.54
310-000-1141	RESERVE-CEMETERY	4,599.12	51,152.91
310-000-1142	RESERVE-FINANCE	8,683.37-	97,617.08
310-000-1143	RESERVE-FIRE	4,930.19-	368,990.95
310-000-1144	RESERVE-POLICE	2,890.90	478,633.43
310-000-1146	RESERVE-PLANNING & ZONI	64,610.95-	203,987.96
310-000-1147	RESERVE-GATES HALL	126.73	40,377.22
310-000-1148	RESERVE-TECHNOLOGY	174.68	55,656.22
12-000-1110	CASH-FLEXIBLE BENEFITS	1,700.69-	2,965.10
13-000-1110	CASH	16,568.09	40,251.17
30-000-1110	CASH-SICK & VACATION	4,415.97	4,415.97
		984.85	313,787.66
	CASH TOTAL	3,669,178.59	33,100,786.02
01-000-1120	PETTY CASH - LIBRARY		75.00
00-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	675.00
2-000-1168	COUNTY FOUNDATION INVES		90,679.33
	SAVINGS TOTAL	.00	90,679.33
	TOTAL CASH	3,669,178.59	33,192,140.35

CITY OF NEVADA
BUDGET REPORT

		CALENDAR 12/2022, FISCAL	6/2023	PCT OF FISCAL YTD	50.0%	
		TOTAL	MTD	YTD	PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	BALANCE	BALANCE	EXPENDED	UNEXPENDED
	POLICE TOTAL	1,264,543.00	196,505.17	776,513.71	61.41	488,029.29
	POLICE-OFFICE TOTAL	137,518.00	16,133.74	69,229.36	50.34	68,288.64
	EMERGENCY MANAGEMENT TOTAL	1,300.00	631.89	1,149.16	88.40	150.84
	FLOOD CONTROL TOTAL	27,600.00	.00	14,604.00	52.91	12,996.00
	FIRE TOTAL	205,828.00	29,289.84	144,380.75	70.15	61,447.25
	AMBULANCE TOTAL	32,700.00	150.00	7,273.43	22.24	25,426.57
	BUILDING INSPECTIONS TOTAL	59,030.00	5,113.03	24,741.06	41.91	34,288.94
	ANIMAL CONTROL TOTAL	4,500.00	1,603.20	2,582.00	57.38	1,918.00
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	165.20	791.20	52.75	708.80
	PUBLIC SAFETY TOTAL	1,734,519.00	249,592.07	1,041,264.67	60.03	693,254.33
	ROADS, BRIDGES, SIDEWALKS TOTA	687,319.00	46,172.43	306,828.72	44.64	380,490.28
	STREET LIGHTING TOTAL	137,000.00	9,068.74	59,020.74	43.08	77,979.26
	TRAFFIC CONTROL & SAFETY TOTA	500.00	.00	.00	.00	500.00
	PAVEMENT MARKINGS TOTAL	15,000.00	.00	9,773.52	65.16	5,226.48
	SNOW REMOVAL TOTAL	77,275.00	10,373.30	11,017.60	14.26	66,257.40
	TREES & WEEDS TOTAL	50,000.00	.00	31,401.87	62.80	18,598.13
	PUBLIC WORKS TOTAL	967,094.00	65,614.47	418,042.45	43.23	549,051.55
	WATER,AIR,MOSQUITO CONTRO TOTA	13,000.00	.00	.00	.00	13,000.00
	OTHER HEALTH/SOCIAL SERV TOTA	40,000.00	.00	.00	.00	40,000.00
	HEALTH & SOCIAL SERVICES TOTA	53,000.00	.00	.00	.00	53,000.00
	LIBRARY TOTAL	461,441.00	47,390.91	250,474.07	54.28	210,966.93
	LIBRARY-DONATED TOTAL	34,000.00	1,149.83	7,445.05	21.90	26,554.95
	LIBRARY-STATE INFRASTRUCT TOTA	23,000.00	1,196.44	10,468.74	45.52	12,531.26
	MUSEUM/BAND/THEATRE TOTAL	1,000.00	.00	920.00	92.00	80.00
	PARKS TOTAL	130,068.00	14,496.94	83,969.90	64.56	46,098.10
	PARK MAINTENANCE TOTAL	378,576.00	25,560.41	170,981.19	45.16	207,594.81
	PARKS-AHTLETIC FIELDS TOTAL	20,000.00	.00	8,999.20	45.00	11,000.80
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	.00	.00	.00	15,000.00
	FOUR-PLEX COMPLEX TOTAL	49,617.00	253.47	15,001.58	30.23	34,615.42
	POOL TOTAL	255,436.00	9,688.82	193,750.00	75.85	61,686.00
	RECREATION TOTAL	75,913.00	8,069.91	40,423.19	53.25	35,489.81
	ADULT SOFTBALL TOTAL	1,819.00	.00	123.31	6.78	1,695.69
	COMMUNITY HEALTH/WEELNESS TOTA	1,200.00	331.20	331.20	27.60	868.80
	SENIOR ACTIVITY TOTAL	3,500.00	1,008.25	2,834.45	80.98	665.55
	OPEN RECREATION TOTAL	1,000.00	.00	.00	.00	1,000.00
	CEMETERY TOTAL	200,500.00	21,048.94	78,971.02	39.39	121,528.98
	COMMUNITY CTR/ZOO/MARINA TOTA	126,080.00	12,265.27	56,181.19	44.56	69,898.81
	SENIOR COMMUNITY CENTER TOTAL	7,497.00	466.35	3,583.91	47.80	3,913.09
	FIELDHOUSE TOTAL	210,000.00	.00	.00	.00	210,000.00
	BASEBALL SOFTBALL TOTAL	41,685.00	.00	3,101.33	7.44	38,583.67
	YOUTH BASKETBALL TOTAL	10,890.00	1,905.44	8,013.85	73.59	2,876.15
	VOLLEYBALL TOTAL	1,892.00	.00	1,717.04	90.75	174.96

CITY OF NEVADA
BUDGET REPORT
CALENDAR 12/2022, FISCAL 6/2023

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD YTD BALANCE	PERCENT EXPENDED	50.0% UNEXPENDED
	FLAG FOOTBALL TOTAL	6,395.00	.00	5,930.87	92.74	464.13
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00
	JR THEATRE/FESTIVAL TREES TOTA	2,787.00	505.55	1,620.38	58.14	1,166.62
	CIRL TOTAL	5,000.00	269.82	2,263.52	45.27	2,736.48
	HISTORICAL SOCIETY TOTAL	.00	.00	5,000.00	.00	5,000.00-
	HISTORIC PRESERVATION TOTAL	6,250.00	.00	.00	.00	6,250.00
	CULTURE & RECREATION TOTAL	2,070,796.00	145,607.55	952,104.99	45.98	1,118,691.01
	ECONOMIC DEVELOPMENT TOTAL	487,614.00	.00	115,401.59	23.67	372,212.41
	MAIN STREET NEVADA TOTAL	25,000.00	.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	60,000.00	.00	3,850.00	6.42	56,150.00
	PLANNING & ZONING TOTAL	216,030.00	6,969.03	102,478.03	47.44	113,551.97
	CHRISTMAS LIGHTS TOTAL	800.00	.00	.00	.00	800.00
	4TH OF JULY TOTAL	9,500.00	.00	10,000.00	105.26	500.00-
	LINCOLN HWY DAYS TOTAL	4,500.00	.00	4,500.00	100.00	.00
	OTHER COMM & ECO DEV TOTAL	1,100.00	.00	355.75	32.34	744.25
	COMMUNITY & ECONOMIC DEV TOTA	804,544.00	6,969.03	236,585.37	29.41	567,958.63
	MAYOR/COUNCIL/CITY MGR TOTAL	9,231.00	753.56	10,851.00	117.55	1,620.00-
	COUNCIL TOTAL	10,423.00	30.00	34.00	.33	10,389.00
	CITY ADMINISTRATOR TOTAL	44,300.00	1,741.34	28,114.97	63.46	16,185.03
	CLERK/TREASURER/ADM TOTAL	490,817.00	42,559.83	204,240.34	41.61	286,576.66
	LEGAL SERVICES/ATTORNEY TOTAL	113,700.00	5,826.25	91,545.57	80.52	22,154.43
	CITY HALL/GENERAL BLDGS TOTAL	129,292.00	8,160.02	57,282.55	44.30	72,009.45
	TORT LIABILITY TOTAL	56,160.00	.00	70,173.00	124.95	14,013.00-
	OTHER GENERAL GOVERNMENT TOTA	14,000.00	36,521.23	42,739.07	305.28	28,739.07-
	GENERAL GOVERNMENT TOTAL	867,923.00	95,592.23	504,980.50	58.18	362,942.50
	CITYHALL/LIBRARY DEBT TOTAL	98,213.00	.00	4,081.25	4.16	94,131.75
	CBD PROJECT 8.9M TOTAL	178,600.00	.00	89,275.00	49.99	89,325.00
	2013 GO BOND TOTAL	.00	.00	22,000.00	.00	22,000.00-
	GATES HALL DEBT TOTAL	396,900.00	.00	.00	.00	396,900.00
	2019B CIP WORK TOTAL	443,400.00	.00	6,675.00	1.51	436,725.00
	DDCE WTR/WMT/STS DEBT TOTAL	664,050.00	.00	.00	.00	664,050.00
	DEBT SERVICE TOTAL	1,781,163.00	.00	122,031.25	6.85	1,659,131.75
	FLOOD CONTROL TOTAL	75,000.00	.00	.00	.00	75,000.00
	ROADS, BRIDGES, SIDEWALKS TOTA	2,520,000.00	126.00	284,712.51	11.30	2,235,287.49
	SIDEWALKS TOTAL	25,000.00	.00	.00	.00	25,000.00
	RAILROAD CROSSINGS TOTAL	10,000.00	.00	.00	.00	10,000.00
	TRAIL SYSTEM-BIKE/WALK TOTAL	.00	728.00	728.00	.00	728.00-
	FIELDHOUSE TOTAL	4,640,000.00	.00	772,697.09	16.65	3,867,302.91

CITY OF NEVADA
BUDGET REPORT

		CALENDAR 12/2022, FISCAL	6/2023	PCT OF FISCAL YTD 50.0%		
		TOTAL	MTD	YTD	PERCENT	
ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	BALANCE	BALANCE	EXPENDED	UNEXPENDED
	CAPITAL PROJECTS TOTAL	7,270,000.00	854.00	1,058,137.60	14.55	6,211,862.40
	WTR 2012C BOND TOTAL	463,900.00	.00	19,425.00	4.19	444,475.00
	WWT DEBT TOTAL	925,660.00	.00	287,077.43	31.01	638,582.57
	TOTAL	.00	.00	10,494.75	.00	10,494.75-
	WATER TOTAL	50,490.00	11,853.88	23,707.76	46.96	26,782.24
	WATER-PLANT/PUMPS TOTAL	927,753.00	58,274.86	422,692.35	45.56	505,060.65
	WATER-LINES-INST & O&M TOTAL	79,065.00	4,731.62	27,421.79	34.68	51,643.21
	WATER ACCOUNTING TOTAL	364,591.00	36,058.32	177,453.34	48.67	187,137.66
	WASTEWATER PLANT TOTAL	678,724.00	55,683.27	327,427.47	48.24	351,296.53
	WASTSEWATER COLLECTION TOTAL	33,404,246.00	2,271,682.58	15,839,309.17	47.42	17,564,936.83
	WASTEWATER ACCOUNTING TOTAL	245,530.00	25,504.45	122,842.83	50.03	122,687.17
	LANDFILL/GARBAGE TOTAL	73,700.00	54.44	72,984.50	99.03	715.50
	STORM WATER TOTAL	60,900.00	77.77	4,904.68	8.05	55,995.32
	ENTERPRISE FUNDS TOTAL	37,274,559.00	2,463,921.19	17,335,741.07	46.51	19,938,817.93
	TRANSFERS IN/OUT TOTAL	4,525,894.00	.00	2,822,060.00	62.35	1,703,834.00
	TRANSFER OUT TOTAL	4,525,894.00	.00	2,822,060.00	62.35	1,703,834.00
	TOTAL EXPENSES	57,349,492.00	3,028,150.54	24,490,947.90	42.70	32,858,544.10

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2022, FISCAL
BUDGET
ESTIMATE

6/2023
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

50.0%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	GENERAL TOTAL	4,014,915.00	119,908.04	1,936,007.69	48.22	2,078,907.31
	HOTEL MOTEL TOTAL	9,025.00	1,800.78	3,473.35	38.49	5,551.65
	ROAD USE TAX TOTAL	932,501.00	81,297.44	488,914.49	52.43	443,586.51
	EMPLOYEE BENEFITS TOTAL	476,409.00	18,585.19	311,712.97	65.43	164,696.03
	RUT CAPITAL TOTAL	200,200.00	1,374.37	204,792.70	102.29	4,592.70-
	EMERGENCY FUND TOTAL	77,965.00	2,439.79	42,206.27	54.13	35,758.73
	LOCAL OPTION SALES TAX TOTAL	980,500.00	232,157.22	675,016.98	68.84	305,483.02
	TAX INCREMENT FINANCING TOTAL	564,561.00	39,185.52	316,235.55	56.01	248,325.45
	LMI-SUBFUND TOTAL	75,880.00	.00	.00	.00	75,880.00
	RESTRICTED GIFTS TOTAL	5.00	9.26	33.12	662.40	28.12-
	CEMETARY CIP/LAND TOTAL	20.00	84.28	301.67	1,508.35	281.67-
	LIBRARY TRUST TOTAL	8,620.00	2,947.86	7,021.24	81.45	1,598.76
	FIRE TRUST TOTAL	30.00	55.58	198.93	663.10	168.93-
	SCORE-UNDESIGNATED TOTAL	10.00	18.12	64.86	648.60	54.86-
	SCORE O&M TOTAL	5.00	.84	3.00	60.00	2.00
	NORTH STORY BASEBALL TOTAL	24,000.00	8.56	31.15	.13	23,968.85
	SENIOR CENTER TRUST TOTAL	710.00	31.12	111.39	15.69	598.61

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2022, FISCAL
BUDGET
ESTIMATE

6/2023
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

50.0%
Page 2
OPER: EM
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	GATES HALL PIANO TOTAL	10.00	60.53	216.64	2,166.40	206.64-
	ASSET FORFEITURE TOTAL	10.00	38.81	138.90	1,389.00	128.90-
	PARK OPEN SPACE TOTAL	23,550.00	1,471.22	28,610.40	121.49	5,060.40-
	COLUMBARIAN MAINTENANCE TOTAL	220.00	14.72	114.68	52.13	105.32
	TRAIL MAINTENANCE TOTAL	20,020.00	102.91	20,335.46	101.58	315.46-
	DANIELSON TRUST TOTAL	200.00	772.34	3,181.66	1,590.83	2,981.66-
	LIB BLDG TRUST TOTAL	100.00	.62	2.23	2.23	97.77
	TREES FOREVER TOTAL	10.00	14.53	52.00	520.00	42.00-
	4TH OF JULY TRUST TOTAL	2,010.00	23.73	2,582.44	128.48	572.44-
	COMMUNITY BAND TOTAL	1,000.00	3.94	114.44	11.44	885.56
	DEBT SERVICE TOTAL	1,800,614.00	31,771.32	514,133.95	28.55	1,286,480.05
	CH CAMPUS PROJ TOTAL	.00	1.87	6.69	.00	6.69-
	LIBRARY ADDITION TOTAL	101,683.00	5,455.30	94,247.57	92.69	7,435.43
	SC/FIELDHOUSE TOTAL	4,570,000.00	10,977.33	42,558.77	.93	4,527,441.23
	SIDEWALK IMPROVEMENTS TOTAL	30,000.00	301.95	21,047.88	70.16	8,952.12
	2019 CIP WORK TOTAL	.00	4,903.53	17,550.97	.00	17,550.97-
	CBD DOWNTOWN IMPR TOTAL	2,000.00	.00	.00	.00	2,000.00

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2022, FISCAL
BUDGET
ESTIMATE

6/2023
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

50.0%
UNCOLLECTED

ACCOUNT NUMBER	ACCOUNT TITLE					
	TRAIL CIP RESERVE PROJTS TOTA	71,000.00	1,237.83	4,436.43	6.25	66,563.57
	ARP FUNDS TOTAL	1,097,515.00	3,170.35	510,032.90	46.47	587,482.10
	PERPETUAL CARE TOTAL	3,800.00	600.00	2,290.00	60.26	1,510.00
	WATER TOTAL	2,377,743.00	245,345.85	1,479,495.76	62.22	898,247.24
	WATER DEPOSITS TOTAL	25,000.00	2,175.00	12,195.00	48.78	12,805.00
	WATER PLANT UPGRADE RSRV TOTA	200,500.00	4,752.13	216,680.26	108.07	16,180.26-
	WATER 2012C/2020B BOND TOTAL	463,900.00	.00	463,900.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	125,500.00	1,498.59	130,277.44	103.81	4,777.44-
	SEWER TOTAL	2,456,951.00	204,383.10	1,310,249.16	53.33	1,146,701.84
	SEWER SRF REVOLVING TOTAL	924,160.00	2,304.90	931,947.59	100.84	7,787.59-
	SEWER CONSTRUCTION TOTAL	320,500.00	23,614.71	367,198.33	114.57	46,698.33-
	SEWER CAP IMP PROJECT TOTAL	31,115,500.00	5,562,060.18	15,484,512.01	49.76	15,630,987.99
	SEWER EQUIP REVOLVING TOTAL	60,300.00	1,201.75	64,316.24	106.66	4,016.24-
	SRF SPONSORED PROJECT TOTAL	2,200,000.00	.00	.00	.00	2,200,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	6,006.07	36,384.51	49.37	37,315.49
	STORM WATER TOTAL	171,900.00	17,658.16	98,834.67	57.50	73,065.33
	REVOLVING FUND TOTAL	464,500.00	11,902.58	506,593.62	109.06	42,093.62-

CITY OF NEVADA
REVENUE REPORT
CALENDAR 12/2022, FISCAL
BUDGET
ESTIMATE

6/2023
MTD
BALANCE

PCT OF FISCAL YTD
YTD PERCENT
BALANCE RECVD

50.0%

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	PCT OF FISCAL YTD YTD PERCENT BALANCE RECVD	UNCOLLECTED
	FLEX BENEFIT REVOLVING TOTAL	.00	22,762.30	32,857.70 .00	32,857.70-
	HEALTH INS, SELF FUND TOTAL	.00	36,046.37	36,046.37 .00	36,046.37-
	OTHER INTERNAL SERV FUND TOTA	500.00	984.85	3,525.02 705.00	3,025.02-
	TOTAL REVENUE BY FUND	=====	=====	=====	=====
		56,069,752.00	6,703,523.34	26,422,793.05 47.12	29,646,958.95
		=====	=====	=====	=====



NEVADA PUBLIC SAFETY DEPARTMENT

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

Item # 5A
Date: 1-23-23



Ricardo Martinez II
Public Safety Director
Chief of Police

To: Public Safety Director Ric Martinez II

Date: December 29, 2022

Reference: Letter of recognition for Officer Matthew Celentano

On December 23, 2022 at approximately 1:15PM, Officer Celentano was requested to assist as stranded motorist near 650th and 250th. Officer Celentano was requested to assist due to all Story County Sheriff's Deputies being busy assisting other individuals. Officer Celentano received approval from a supervisor to leave the city and go to the motorist's location. The weather conditions were considered a blizzard with temperatures feeling like -29 degrees. The wind speed was approximately 24 mph causing blowing snow and unpassable drifts. Story County Secondary Roads had begun pulling their snowplows off the roads due to the weather conditions and roads drifting over faster than they could clear them.

The motorist, Sherman Mercer (age 79), had his 4-wheel drive pickup stuck in a drift. When Officer Celentano arrived, he parked short of the snow drift, which was 30 to 50 yards to Sherman's vehicle, and walked to Sherman's location. Sherman believed he could traverse the distance to the Officer Celentano's patrol car. Officer Celentano stated he would assist Sherman to the patrol car.

While walking to the patrol car, Sherman began to sink into the drift and fell to his knees. Officer Celentano physically assisted Sherman back to a standing position and Sherman again fell. Seeing Sherman was without gloves, Officer Celentano disregarded his own safety and provided his gloves to Sherman to keep him warm.

Sherman attempted to clear the drift by crawling on the snow until he eventually became weak and started laying on his back. Officer Celentano then physically pulled Sherman the remaining distance of the snow drift and assisting Sherman to the warmth of his patrol car.

Sherman was experiencing difficulty breathing and tightness in his chest once in the patrol car. Officer Celentano notified medical units to come to his location; however, the weather conditions extended the response time. Officer Celentano made the decision to transport Sherman to Story County Medical Center using his patrol car to ensure immediate care was rendered.

As a result of this event, Sherman was cleared of any life-threatening medical conditions and was able to be transported home later that day. Officer Celentano was evaluated for frost bite and exhaustion and later released from the hospital.

It is my opinion that if Officer Celentano had not responded in the manner he did, Sherman would not have had the same outcome on that day. Sherman has stated he believed he would have died if not for the actions of Officer Celentano.

Respectfully,

Chris Brandes
Police Sergeant
Nevada Public Safety Department

RESOLUTION NO. 072 (2022/2023)

**A RESOLUTION APPROVING AGREEMENT WITH CONSUMERS ENERGY AND
CITY OF NEVADA, IOWATO ESTABLISH JOINT USE OF POLES**

WHEREAS, City of Nevada, Iowa (Licensee) desires to enter into an agreement with Consumers Energy (Licensor) to provide joint use of poles; and

WHEREAS, poles will be used to attach fiber optic for communication from the new Wastewater Treatment Facility to the Lift Station; and

WHEREAS, Licensor owns, operates and maintains lines of poles; and

WHEREAS, Licensee desires to place certain lines, attachments, and apparatus on certain poles of Licensor, for the limited purpose of transmission of signals in compliance with any and all local, state or federal regulations; provided, that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor; and

WHEREAS, the agreement has been prepared between Consumers and the City subject to the terms and conditions outlined in Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Agreement (Exhibit attached) between the City of Nevada and Consumers Energy. The Mayor and Clerk are hereby authorized to execute the agreement and execute such other documents that are necessary on the City of Nevada's behalf.

PASSED AND APPROVED this 23rd day of January, 2023.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 072 (2022/2023) be adopted.

AYES: __
NAYS: __
ABSENT: __

The Mayor declared Resolution No. 072 (2022/2023) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 072 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 23rd day of January, 2023.

Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2022-2023\072-Consumers Energy Pole Agrmt.doc

Kerin Wright

From: Erin Clanton <Erin.Clanton@brickgentrylaw.com>
Sent: Friday, January 6, 2023 1:54 PM
To: Roth, Michael
Cc: Kerin Wright; Jordan Cook
Subject: Re: Consumers Energy-Nevada WWTF Ph 4 - Pole Attachment Request submittal

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

My summary for Council:

I had requested a couple of revisions to the document to make Sections 7 and 10 of the agreement reciprocal. The requested revisions are as follows:

1. Section 7—Indemnification. Consumers Energy is responsible for inspecting and maintaining the poles per Section 2 of the agreement. I would like that there be a reciprocal indemnification clause for the City. For example, Licensor would agree to indemnify, protect, save harmless, and insure Licensee and its officers, agents, elected officials and employees from and against any and all claims and demands for damages to property, and for injury and death to persons,...to the extent they arise out of or are caused by the negligent erection, maintenance, use, rearrangement or removal of the poles or Licensor's equipment...

2. Section 10 subsection (a), (b) and (c)—Defaults. I request that these subsections also be reciprocal. For example, "If either party fails to comply with any provisions of the agreement..."

There has been no response from Consumers Energy, despite many attempts to connect.

Erin M. Clanton
Attorney at Law
Brick Gentry P.C.
3701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515-274-1450
Fax: 515-274-1488
erin.clanton@brickgentrylaw.com

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On Jan 6, 2023, at 1:34 PM, Roth, Michael <mroth@hrgreen.com> wrote:

I have nothing further for HRG to do on this matter and would recommend consideration by Council. The sooner this is resolved the better so there is no delay for installation of the fiber optic in the spring.

Sincerely,

Michael Roth, PE

**AGREEMENT FOR JOINT USE OF POLES
WITH ____ City of Nevada, Iowa ____**

THIS AGREEMENT made and entered into the ____ 30th day of _March____, 2022_, by and between Consumers Energy, an Iowa corporation, with its principal place of business in Marshalltown, Iowa (hereinafter called "Licensor"), and ____ City of Nevada_____, a corporation, with its principal place of business in city, state (hereinafter called "Licensee").

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains lines of poles extending in Marshall, Story, Polk, Jasper and Tama Counties; and

WHEREAS, Licensee desires to place certain lines, attachments and apparatus on certain poles of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state or federal regulations; provided, that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where in its judgment, safety will not be adversely affected.

WHEREAS, Licensor is willing to permit Licensee, to the extent it may lawfully do so, to place said lines, attachments, apparatus on said poles in the area shown on Exhibit "A" set forth below:

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

- (a) For the purpose of this agreement, the phrase "joint use pole" shall mean a pole conforming to the latest specifications of the American National Standards Institute (ANSI).
- (b) A "pole contact" is defined as any attachment by Licensee, to the poles of Licensor.

2. SPECIFICATIONS

- (a) The joint use poles covered by this agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA), the Rural Utilities Service (RUS), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit "B".
- (b) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any pole of Licensor, except such tag or insignia which

- shows Licensee to be the Licensee or Lessee of such pole and not the owner thereof, and then only after obtaining the written consent of Licensor.
- (c) The strength of poles covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the National Electrical Safety Code assumed for the area in which they are located.
 - (d) Any unbalanced loading of Licensor's poles caused by the placement of Licensee's circuits shall be properly guyed and anchored by Licensee, at no expense to Licensor.

3. ESTABLISHING JOINT USE OF POLES

- (a) Before Licensee shall make new or different use of any of Licensor's poles under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "C", and shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the poles of Licensor to be used jointly, the number and character of the attachments to be placed on such poles, any rearrangement of Licensor's fixture and equipment necessary for joint use, any relocations or replacements of existing poles, and any additional poles which may be required, and shall comply with the procedures set forth in this section.
- (b) If, in the judgment of Licensor, joint use under the circumstances is undesirable, Licensor shall have the right to reject the application. In any event, within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the application is approved or rejected, and if accepted such notification shall include a cost estimate (based on Licensor's method of computing costs) for all changes which may be required in each such pole line, including an estimated completion date for such changes.
- (c) Upon written notice by Licensee to Licensor of the cost estimate being approved, Licensor shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Licensor shall make every effort to complete this work at a mutually agreed upon completion date. Nothing shall preclude the parties from making any mutually agreeable arrangement for contracting for or otherwise accomplishing the necessary changes. Upon completion of all changes, Licensee shall have the right to use the poles jointly and to make attachments in accordance with the terms of the application and of this Agreement. Licensee shall, at its own expense, make attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to sustain any unbalanced loads caused by its attachments.
- (d) Upon completion of all changes in each pole line to be used jointly, the Licensee shall pay to the Licensor the cost of making such changes. The obligations of the Licensee shall not be limited to amounts shown on estimates made by the Licensor. Costs include materials less salvage, labor, engineering, supervision and overheads. (Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading.) An

itemized statement of the actual costs of all such changes shall be submitted by the Licensor to the Licensee, in a form mutually agreed upon.

- (e) Each party shall perform any necessary tree trimming or cutting incidental thereto, in order to maintain their attachments in a safe and serviceable condition. Insofar as practical, one party will coordinate tree trimming efforts with the other parties and share costs in tree trimming efforts, as mutually agreed by the parties.
- (f) All poles jointly used under this Agreement shall remain the property of the Licensor, and any payments made by the Licensee for changes in pole lines under this Agreement shall not entitle the Licensee to ownership of any of said poles.
- (g) The Licensor reserves the right to exclude any of its facilities from joint use.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

The Licensor does not warrant or assure to the Licensee any right-of-way privilege or easements; and if the Licensee shall at any time be prevented from placing or maintaining its attachments on the Licensor's poles, no liability shall attach to the Licensor. Each party shall be responsible for obtaining its own easements and right-of-way.

5. MAINTENANCE OF POLES, ATTACHMENTS AND RIGHT-OF-WAY

- (a) The Licensor shall, at its own expense, inspect and maintain the poles in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce or repair such poles as are determined to be defective.
- (b) Whenever right-of-way considerations or public regulations make relocation of a pole necessary, such relocation shall be made by the Licensor at its own expense, except each party shall bear the cost of transferring its own attachments.
- (c) Whenever it is necessary to replace or relocate a jointly used pole, the Licensor shall, before making such replacement or relocation, give ninety (90) days notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall, at the time so specified, transfer its attachments to the new or relocated joint pole. Should the Licensee fail to transfer its attachments to the new or relocated joint pole at the time specified for such transfer of attachments, the Licensor may elect to do such work, and the Licensee shall pay the Licensor the cost. In the event the Licensee fails to transfer its attachments and the Licensor does such work, the Licensor shall not be liable for any loss or damage to the Licensee's facilities which may result excluding any loss or damage caused by the sole negligence of the Licensor. In the event Licensor transfers Licensee facilities, Licensor agrees to use due care.
- (d) Except as otherwise provided in (c) of this Section, each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the parties as may be mutually agreed upon, and the cost shall be borne by the parties as provided in Section 3 (e).

- (e) Any existing joint use construction of the parties which does not conform to the specifications mentioned in Section 2 shall be brought in to conformity as soon as practicable. When such existing construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in (a) and (d) of this Section. Should the Licensee fail to comply, the Licensor may elect to do such work and the Licensee shall pay the Licensor the reasonable cost.
- (f) Subject to Licensor's responsibilities as set forth in Sections 2 and 5 (a), Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of the Licensor. Licensor agrees that, upon written notification, it will replace any pole that has become unserviceable.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

- (a) In the event it is necessary for Licensor to use the space on poles occupied, or contracted for, by the Licensee, the Licensee shall, upon receipt of a sixty (60) day written notice, either vacate the space by the removal or relocation of its attachments or shall authorize Licensor to replace the poles at the expense of Licensee and Licensee shall pay reasonable costs for said replacements as provided for in 6(b), provided, however, that Licensee has not paid for the replacement of such poles. In the event it is necessary for a Licensee to require any joint user to relocate its attachments to facilitate said requesting Licensee, requesting Licensee will be responsible for all reasonable and customary expenses born by any other joint user.
- (b) In any case where facilities of Licensor are required to be rearranged on the poles of the Licensor or of others to accommodate the attachments of Licensee, Licensee shall pay to Licensor the total costs incurred by Licensor in rearranging such facilities. The Licensee shall also reimburse other users of the poles of Licensor for their costs of rearrangement to provide space or clearance for the facilities of Licensee.
- (c) Whenever it is necessary to replace or change the location of a joint use pole, for reasons other than those set out in 6 (a) and (b), and over which Licensee has no control, Licensor shall, before making such change, give due notice to the Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its attachments. In case of any such pole replacement or relocation where Licensor has transferred or removed its attachments and Licensee has not transferred or removed its attachments within sixty (60) days after receipt of such written notice, Licensee shall become liable for such old pole as provided in Section 8 (a).
- (d) In the event of any changes contemplated under 6 (a), (b) or (c), Licensee shall pay the entire cost of any removal, transfer or installation of its own attachments.

7. INDEMNIFICATION

Licensee shall indemnify, protect, save harmless, and insure Licensor and its directors, officers, agents, and employees from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, to the extent that they arise out of or are caused by the negligent erection, maintenance, use, rearrangement or removal of the attachments of Licensee's equipment to Licensor's poles or by any negligent act of Licensee, its agents and employees on or in the vicinity of Licensor's poles. These indemnification principles shall apply only to the extent that the claim or demand is founded upon an act or omission caused by Licensee or anyone action on behalf of Licensee, and shall not apply if such claim or demand is caused solely by the act or omission of Licensor. Licensee shall carry insurance in such form and in such companies as are satisfactory to Licensor to protect the parties from and against any and all claims, and demands to be covered by Licensee under this Section.

Neither party shall be liable to the other party for the other party's consequential or indirect damages, including but not limited to those arising out of this transaction or from breach of this Agreement, or arising out of tort (including negligence), strict liability, contract or otherwise.

The Licensee shall take out and maintain throughout the period during which this Agreement shall remain in effect insurance conforming with the RUS requirements of CFR 1788. The Licensee shall furnish to the Licensor a certificate evidencing compliance with the above requirements. This certificate will list Licensor as additional insured and will note specific cancellation language as follows: "In the event of cancellation of any of the said policies, the insuring company shall give the party to whom this certificate is issued thirty (30) days' prior notice of such cancellation."

8. ABANDONMENT OF JOINT USE POLES

- (a) If Licensor desires at any time to abandon any joint use pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period Licensor shall have no attachments on such pole but Licensee shall not have removed all of its attachments, such pole shall become the property of Licensee, and Licensee shall hold harmless the Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such pole or any value in place of such abandoned pole or poles, or such other equitable sum as may then be agreed upon between the parties, and Licensor shall provide Licensee with a properly authorized bill of sale for such pole.
- (b) Licensee may at any time abandon the use of a joint use pole by giving Licensor due notice in writing of such abandonment, as provided in Section 18, and removing from such pole all attachments that Licensee may have, and in case of

such abandonment of the use of any such pole, Licensee shall pay to Licensor the full rental for the current year for the space on said pole set aside for the use of Licensee.

9. RENTALS, CHANGES AND RATES

- (a) On or about December 31st of each year, the parties, acting in cooperation, shall tabulate the total number of joint poles in use as of the preceding day. This tabulation shall indicate the number of poles on which rentals are to be paid. The rentals shall be computed on the basis of Thirteen Dollars (\$13.00) per annum for each jointly used pole.
- (b) The yearly rental period covered by this agreement shall be the twelve month period between January 1st and December 31st. Rental payable for each such rental period during the continuance of this agreement shall be due and payable as of February 1st at the beginning of the rental period in advance. The annual rental per pole shall apply to any attachments made or removed during the year and rents shall not be prorated; provided, however, that if this agreement is executed between June 30th and December 31st, Licensee shall pay to Licensor only one-half (1/2) of the annual rental due for attachments made during that period in advance.
- (c) In the event that Licensee requires a source of electrical energy for power supply to a cable system which constitutes a part of the licensed attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.
- (d) All other amounts payable under this agreement, such as for erection, rearrangement, relocation or abandonment, shall be due and payable within thirty (30) days of billing by Licensor.

10. DEFAULTS

- (a) If Licensee shall fail to comply with any of the provisions of this agreement or should default in any of its obligations under this agreement, and shall fail within thirty (30) days after written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the pole or poles in respect to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.
- (b) If Licensee shall make default in the performance of any work which it is obligated to do under this agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost.
- (c) If Licensee shall make default in any of its obligations under this Agreement and it becomes necessary for Licensor to obtain the services of an attorney to enforce such obligation, Licensee agrees to pay any and all reasonable attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations but only if Licensor prevails in the litigation.

11. UNAUTHORIZED ATTACHMENT

- (a) If any of Licensee's facilities for which no license has been issued shall be found attached to Licensor's poles, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of written or oral notification from Licensor of the unauthorized attachment, a pole attachment license application. If such application is not received by licensor within the specified time period, Licensee shall immediately remove its unauthorized attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.
- (b) No act or failure to act by Licensor with regard to said unauthorized attachment shall be deemed as a ratification or the licensing of the unauthorized attachment. However, Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement for the date of said unauthorized attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this agreement, rights or privileges to use the joint use poles covered by this agreement.

13. TERM OF AGREEMENT

This agreement shall continue in force and effect for a period of five (5) years from and after the date of this Agreement, thereafter from year to year unless terminated by either party by giving written notice of its intention so to do not less than ninety (90) days prior to the end of any period, provided, however, if the Licensee shall fail to commence construction on the poles of Licensor within the period of one hundred eighty (180) days after the date of execution of this License Agreement, then this License Agreement shall be null and void, and of no further force and effect. Upon termination of this agreement, Licensee shall remove its attachments from the poles of Licensor within one hundred eighty (180) days after the effective date of such termination. Should the Licensee fail to comply, the Licensor may elect to do such work and the Licensee shall pay the Licensor the cost.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

- (a) This agreement may be amended or supplemented at any time upon written agreement by the parties hereto. Should either an amendment or supplement become necessary, the party desiring such amendment or supplement shall give thirty (30) days written notice to the other party setting out in detail the changes or additions desired.
- (b) In the event that Licensee desires to add or reduce the number of pole contracts, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers, if available, and exact locations of the poles, and the quantity of poles involved in the addition or subtraction.

16. PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint use poles shall be paid by the Licensor thereof, but any tax, fee or charge levied on Licensor's poles solely because of their use by the Licensee shall be paid by Licensee.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee under this Agreement shall be due and payable within thirty (30) days after an itemized statement is presented to the Licensee. Any payment not made within thirty (30) days from the due date shall bear interest at the rate of one and one-half percent (1 ½%); eighteen percent (18%) per annum until paid.

18. NOTICES

Any notice, request, consent, demand or statement which is contemplated to be made upon either party by the other party under any of the provisions of this agreement, shall be in writing and shall be treated as duly delivered when it is either (a) personally delivered to the office of Licensor in the case of a notice to be given to Licensor, or personally delivered to the office of Licensee in the case of a notice to be given to Licensee, or (b) deposited in the United States mail and property addressed to the party to be served as follows:

- (i) If notice is to Licensor,

Consumers Energy
2074 242nd Street
P.O. Box 1058
Marshalltown, Iowa 50158

- (ii) If notice is to Licensee,

City of Nevada
1209 6th St.
Nevada, State, 50158

19. SUPPLYING INFORMATION

- (a) It is understood and agreed to between the parties that Licensee shall furnish to Licensor within Sixty (60) days after the execution of this agreement a detailed sketch or map upon which will be shown the precise locations by streets or roads of the joint use poles covered by this agreement, showing the facilities installed or to be installed upon the joint use poles and the pole numbers upon which these facilities are to be attached. Such sketch or map shall be reviewed by, and approved, commented upon, or rejected by the engineers of Licensor, and Licensee agrees to make any and all such changes in said sketch or map as are suggested by said engineers. Licensee shall not begin the installation of any facilities covered by this agreement until engineering approval by Licensor is granted.
- (b) Within sixty (60) days after the completion of the initial installation of the facilities, as set forth on the above mentioned sketch or map, Licensee shall furnish to Licensor a revised copy of said sketch or map showing the precise location of each power supply pole contact, and other attachment of Licensee which is actually installed on poles of the Licensor. Such revised sketch or map shall be verified by the Licensor and shall be the sketch or map shall be verified by the Licensor and shall be the basis for determining the number of pole contracts made initially.
- (c) Licensee shall promptly report to Licensor any changes made in the number of poles of the Licensor contacted by Licensee.
- (d) Upon request of Licensor or Licensee, but not sooner than three (3) years after the execution of this agreement, and every three (3) years thereafter, or as may be mutually agreed upon, the parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that the Licensee is occupying any poles of the Licensor without having advised the Licensor as provided in Section 15, the Licensee shall pay to the Licensor the rental for such poles from the date that Licensee's attachments were installed on such poles, or if dates of installation cannot be determined to the satisfaction of both parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

This agreement is deemed executed in the State of Iowa and shall be construed under the laws of the State of Iowa.

21. PRIOR AGREEMENTS SUPERSEDED

This agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this agreement.

22. ASSIGNMENT OF AGREEMENT

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation, or individual, without the prior written consent of the other party, except either party shall have the right to assign, convey, or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling, or under the common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

CONSUMERS ENERGY

BY: Kevin Peterson

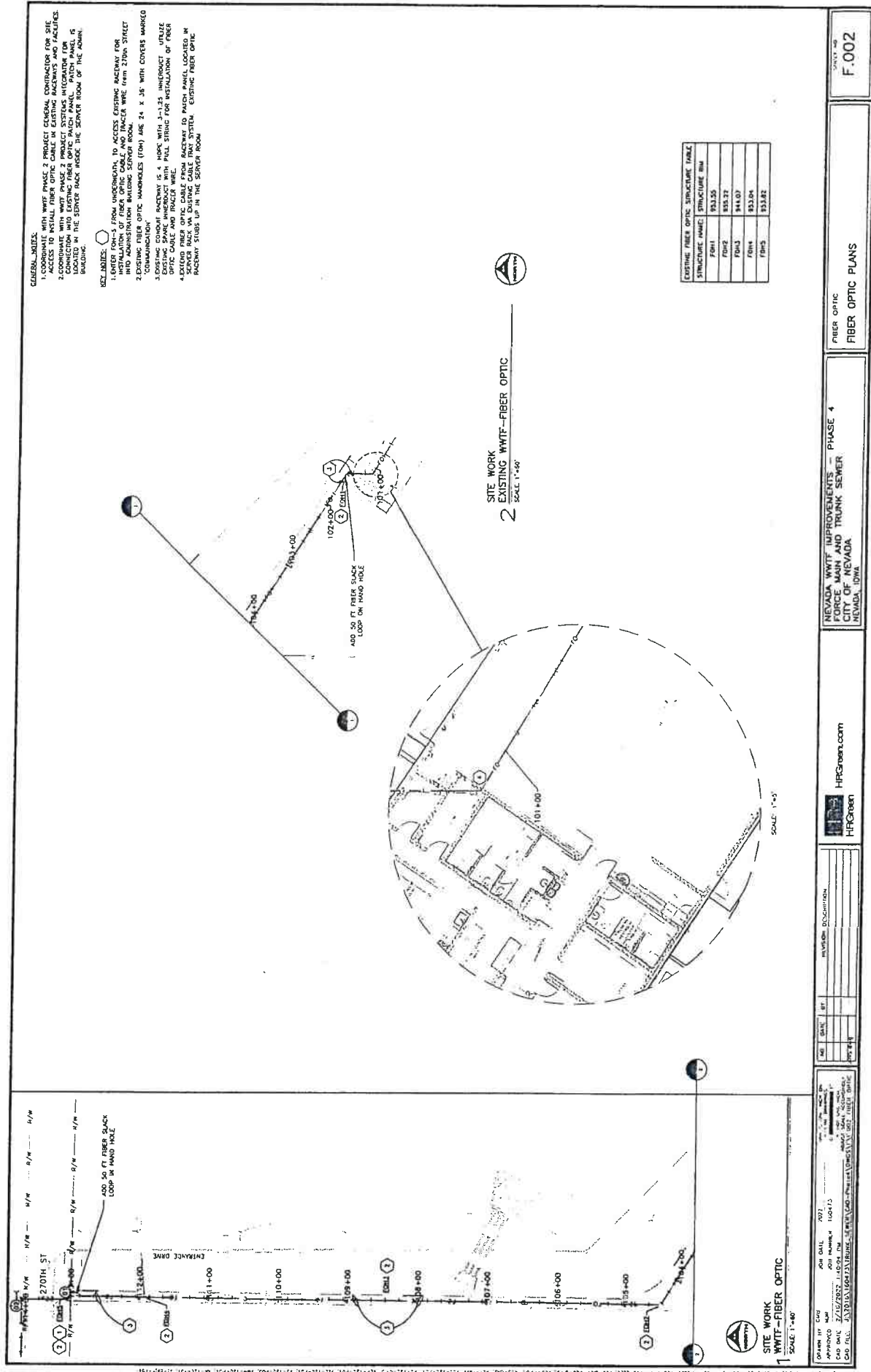
TITLE: Operations Manager

City of Nevada

BY: _____

TITLE: _____

Attach here as Exhibit "A" a map or sketch entitled "Location of the Licensee Distribution System Service Area", stating the corporate name of Licensee, and showing, outlined in red, the service area of the Licensee as required on page 1 of this agreement. This map shall be marked Exhibit "A", should be no larger than 30" x 30", shall be properly folded to the size of 8 ½" x 11" for inclusion in this Agreement and stapled to the Agreement in the upper left corner. This Exhibit need not show location of Licensor's poles and lines, (see Section 19, Supply Information); but should illustrate the area in which contacts are planned.



PLAN 400
F.002

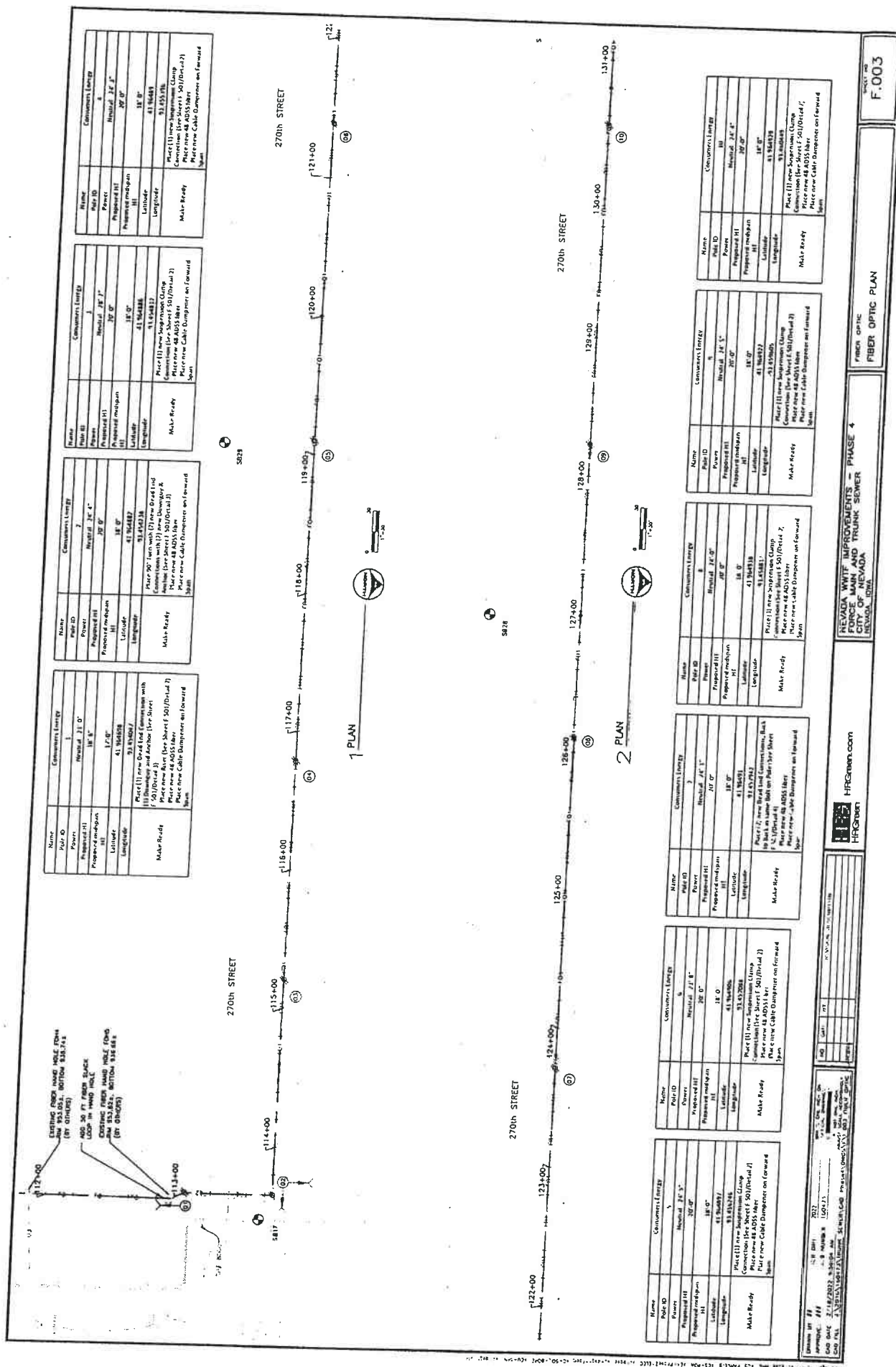
FIBER OPTIC
FIBER OPTIC PLANS

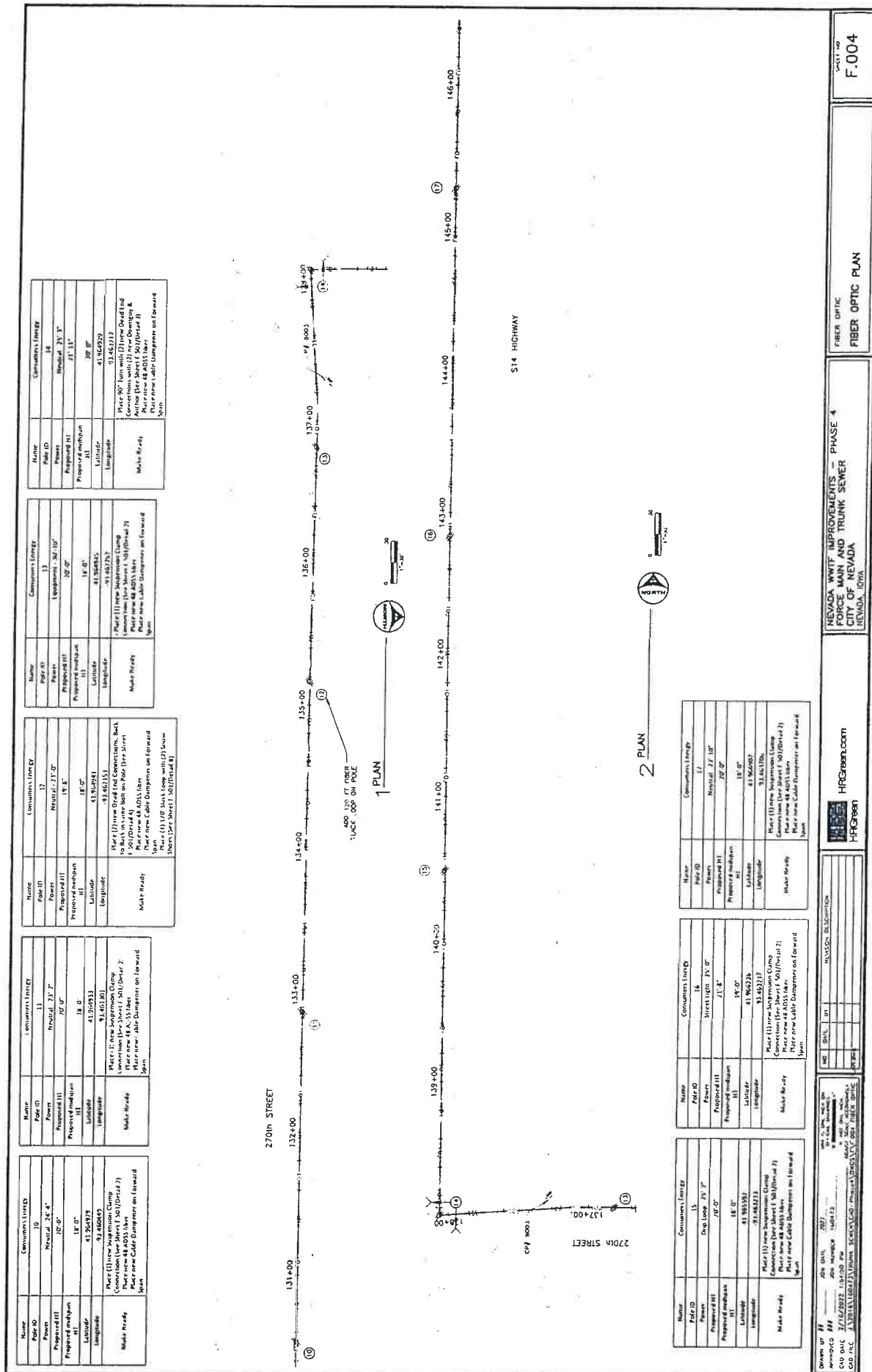
NEVADA WWTF IMPROVEMENTS - PHASE 4
FORCE MAIN AND TRUNK SEWER
CITY OF NEVADA
NEVADA, IOWA

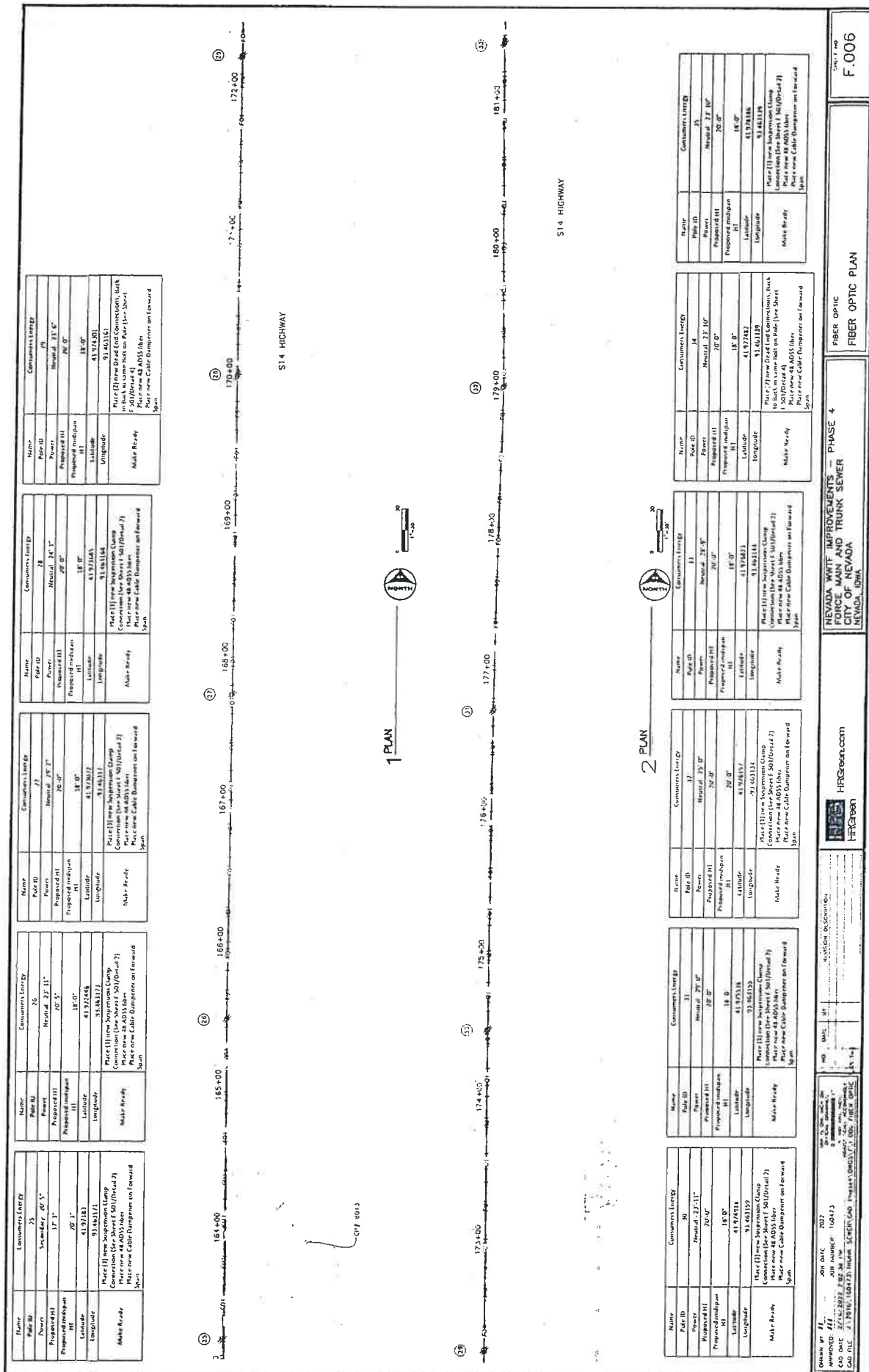
HFCover.com
HFCover

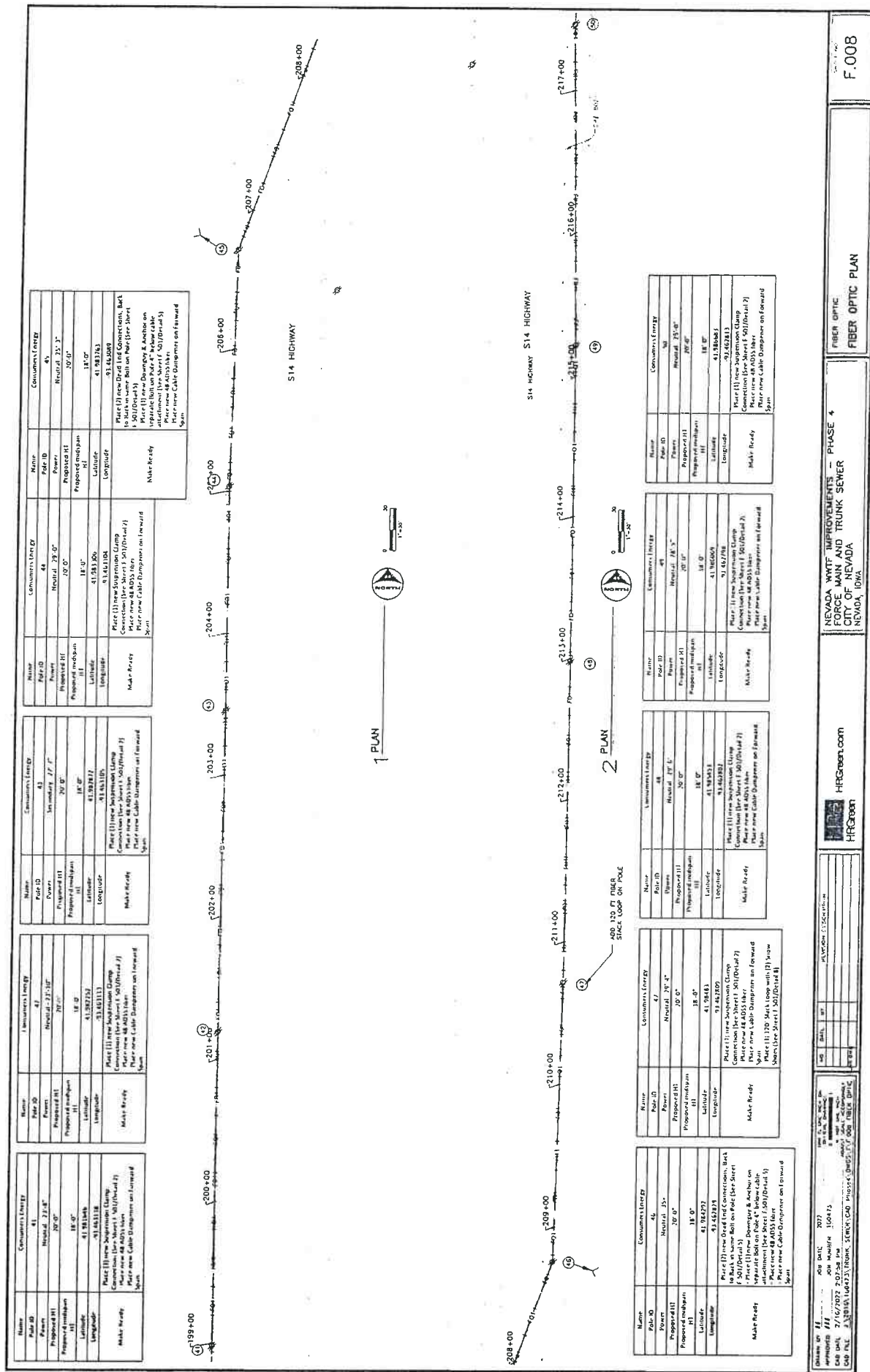
NO.	DATE	BY	REVISION DESCRIPTION
1			

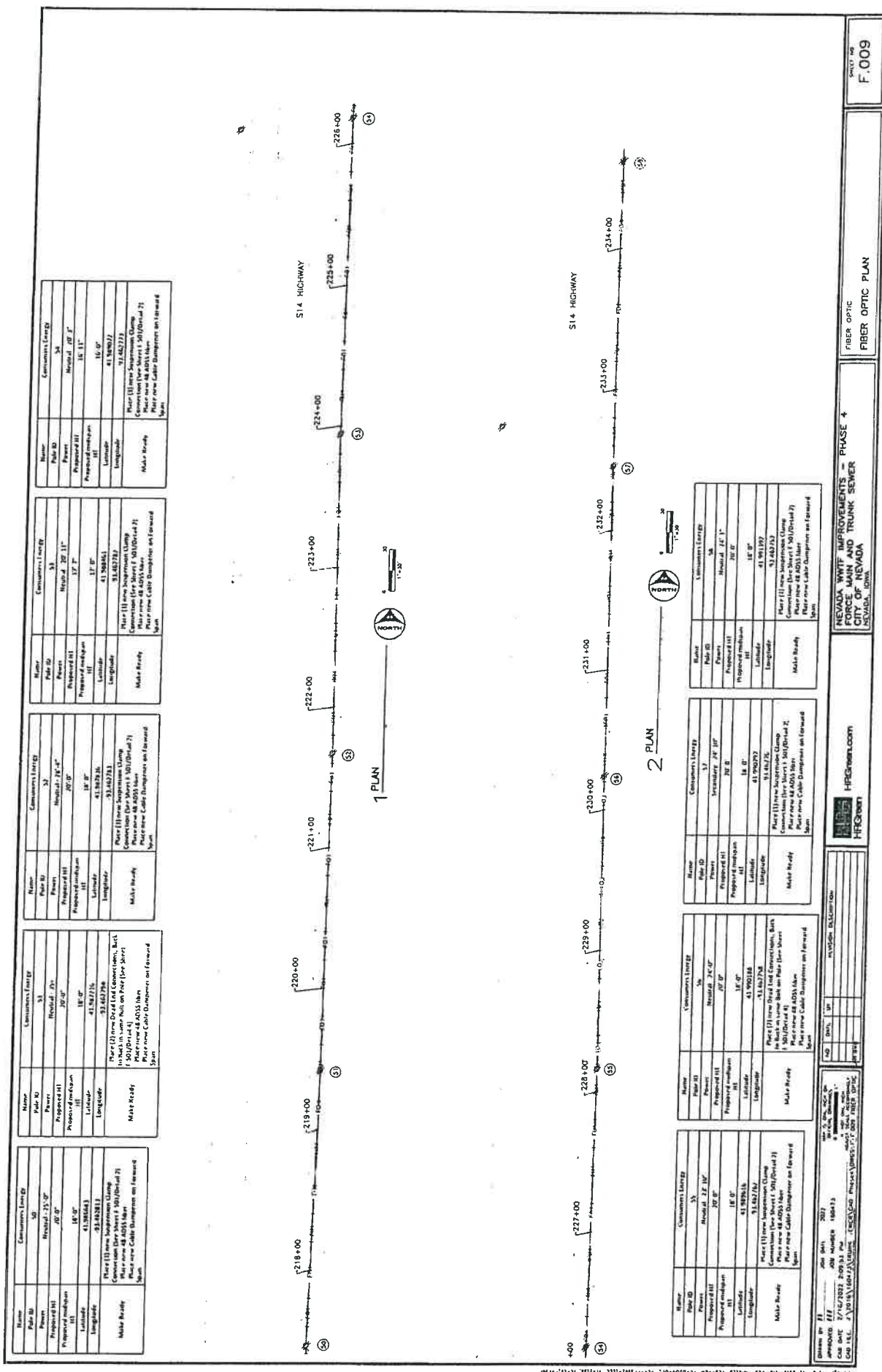
Drawn by: J. G. GILL
Check by: J. G. GILL
Date: 2/15/2022
Scale: 1"=60'
Sheet: 1 of 1
Project: NEVADA WWTF IMPROVEMENTS - PHASE 4
Force Main and Trunk Sewer
City of Nevada
Nevada, Iowa











Name	Comments/Notes	Notes
1	218+00	218+00
2	219+00	219+00
3	220+00	220+00
4	221+00	221+00
5	222+00	222+00
6	223+00	223+00
7	224+00	224+00
8	225+00	225+00
9	226+00	226+00

Name	Comments/Notes	Notes
1	218+00	218+00
2	219+00	219+00
3	220+00	220+00
4	221+00	221+00
5	222+00	222+00
6	223+00	223+00
7	224+00	224+00
8	225+00	225+00
9	226+00	226+00

Name	Comments/Notes	Notes
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2	219+00	219+00
3	220+00	220+00
4	221+00	221+00
5	222+00	222+00
6	223+00	223+00
7	224+00	224+00
8	225+00	225+00
9	226+00	226+00

Name	Comments/Notes	Notes
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4	221+00	221+00
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6	223+00	223+00
7	224+00	224+00
8	225+00	225+00
9	226+00	226+00

Name	Comments/Notes	Notes
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2	219+00	219+00
3	220+00	220+00
4	221+00	221+00
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Sheet No. F.009

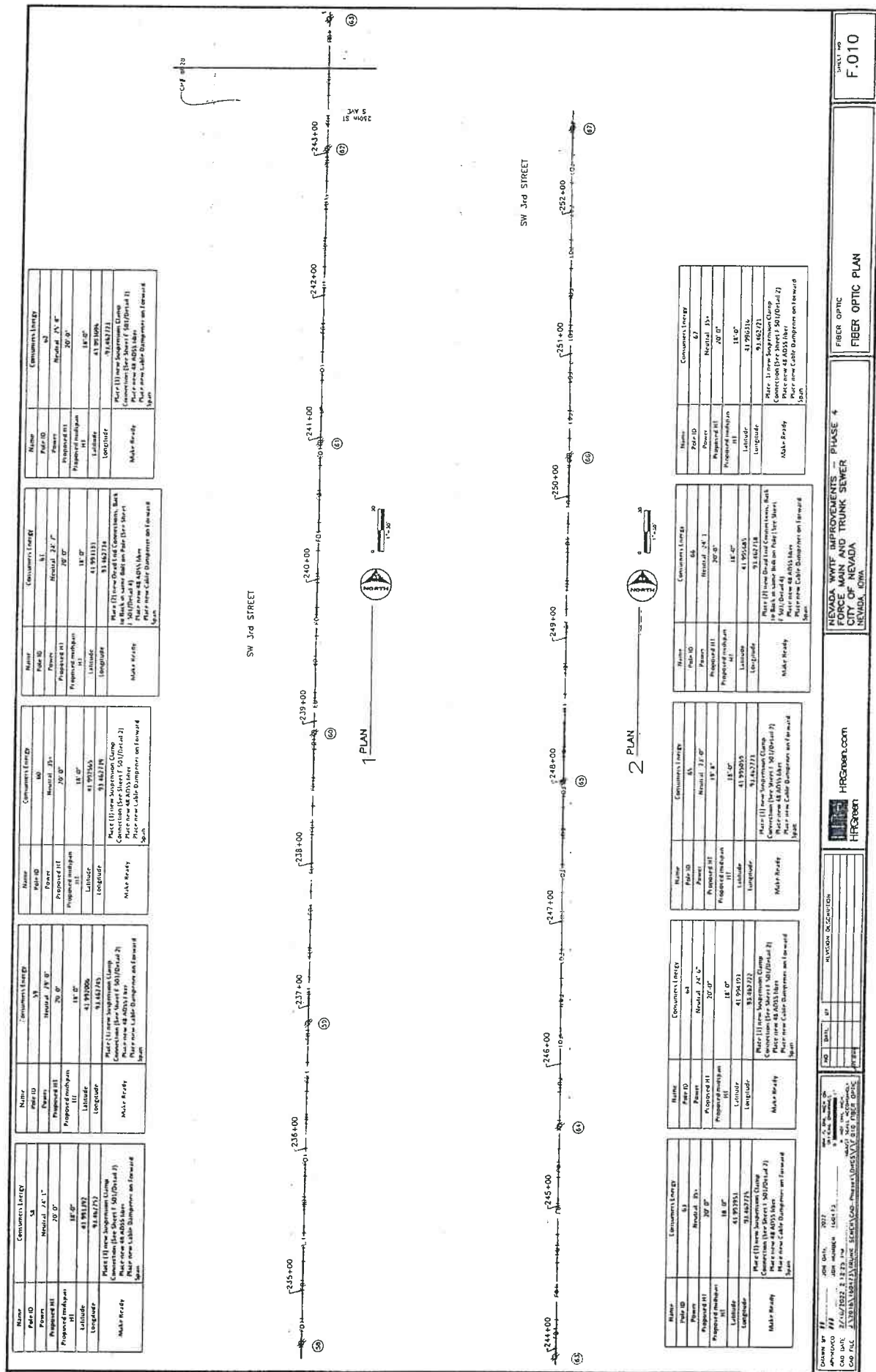
FIBER OPTIC
FIBER OPTIC PLAN

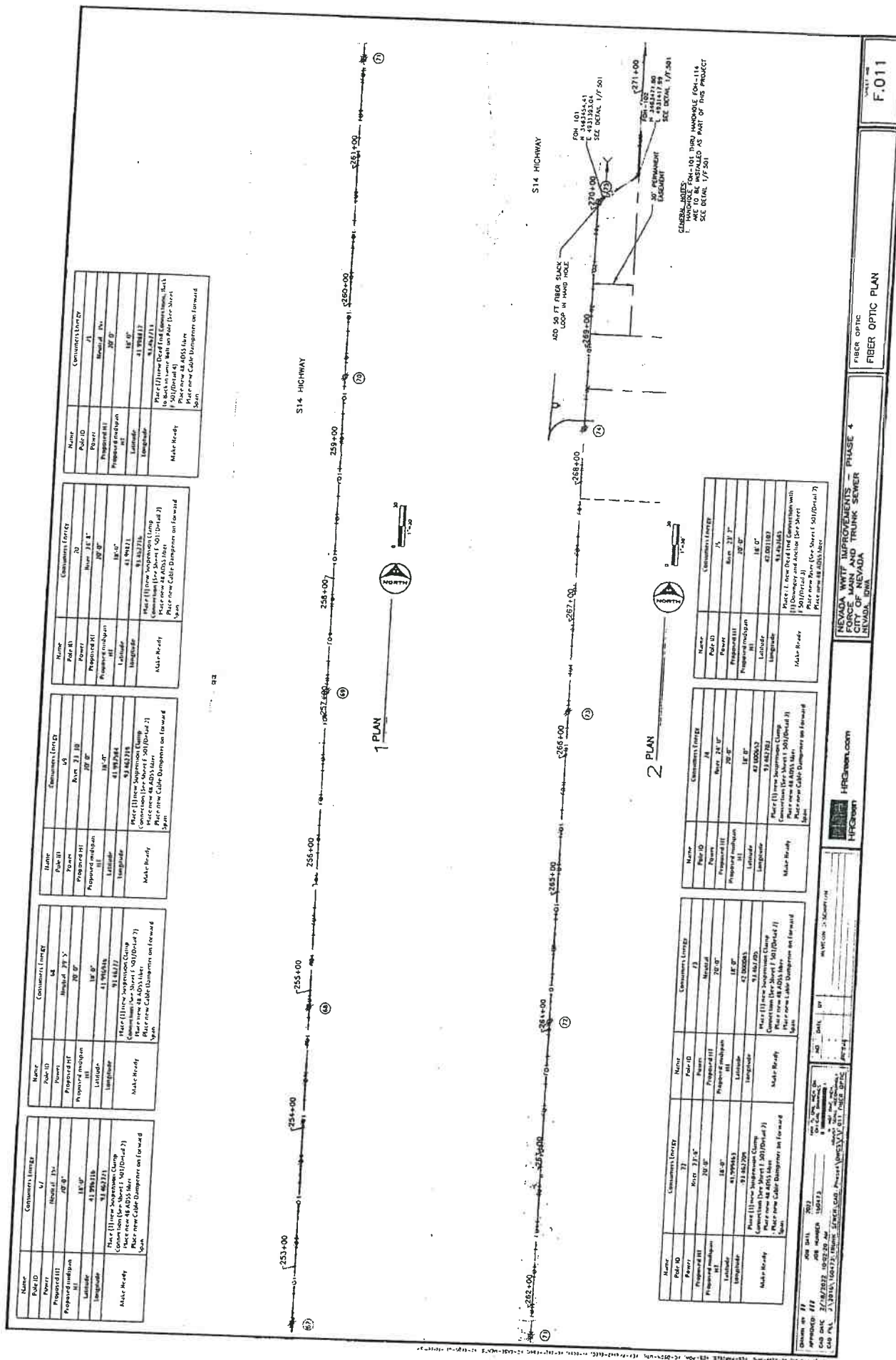
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FORCE MAIN AND TRUNK SEWER
NEVADA, 2015

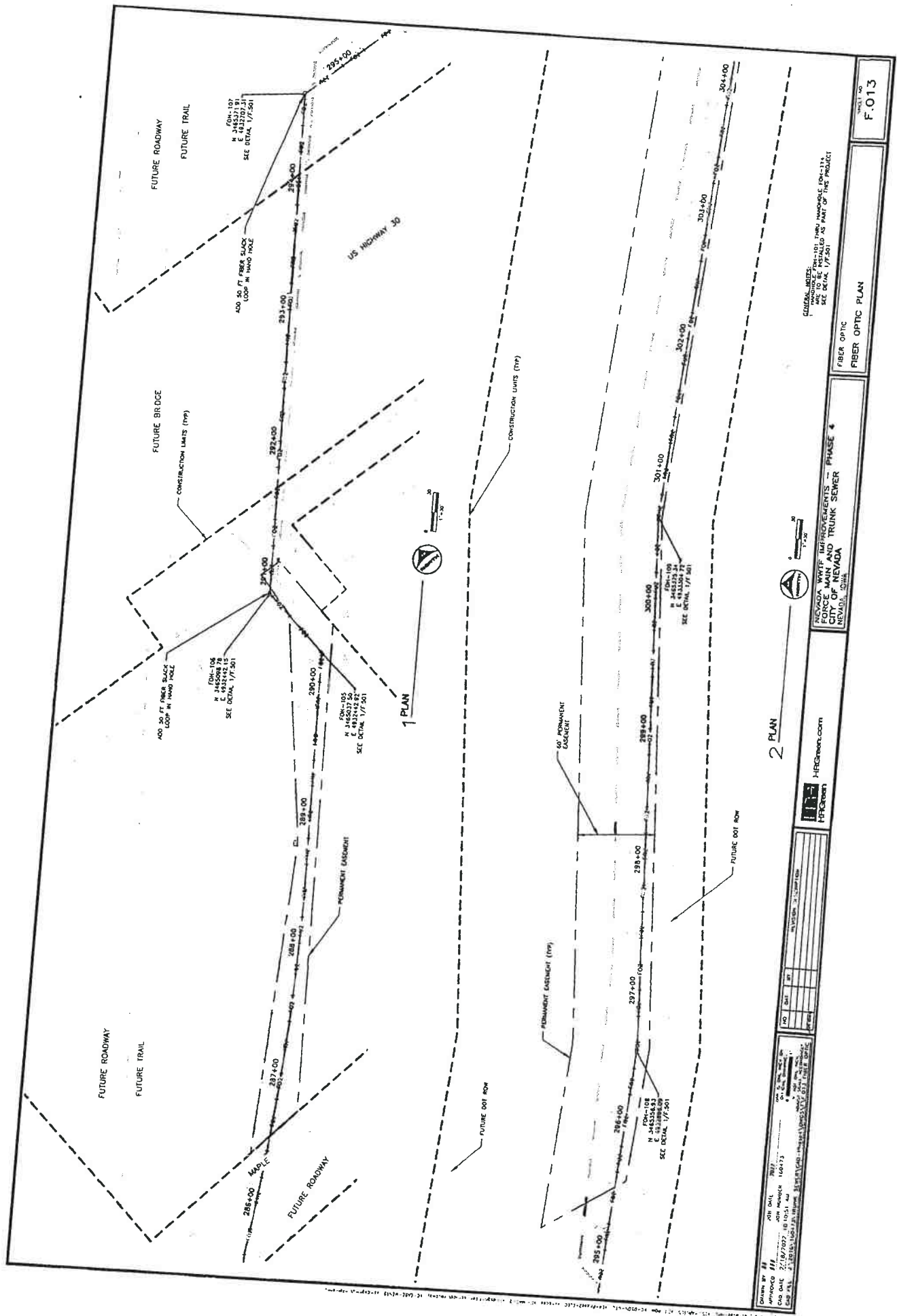
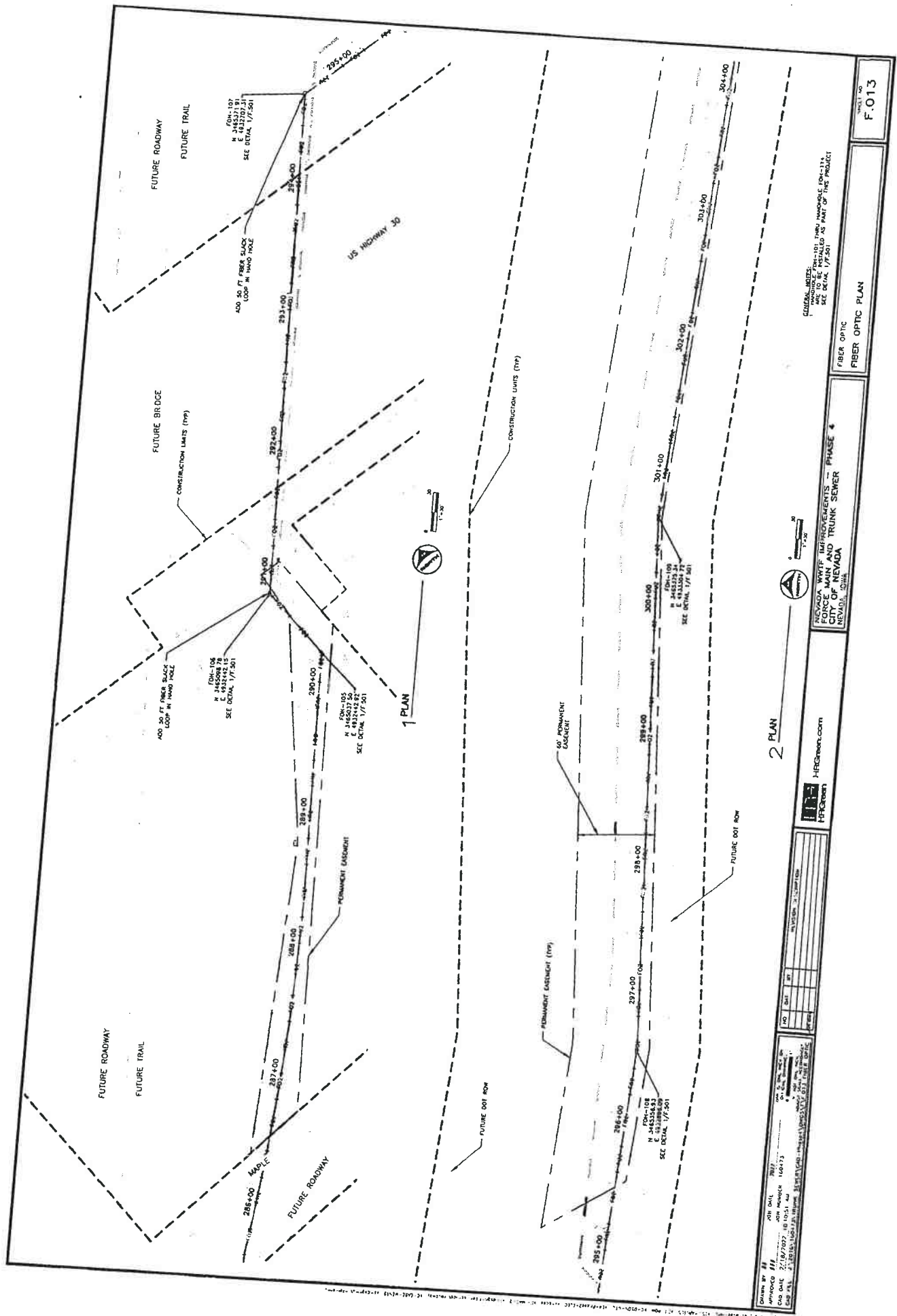
HFH.com
HFH

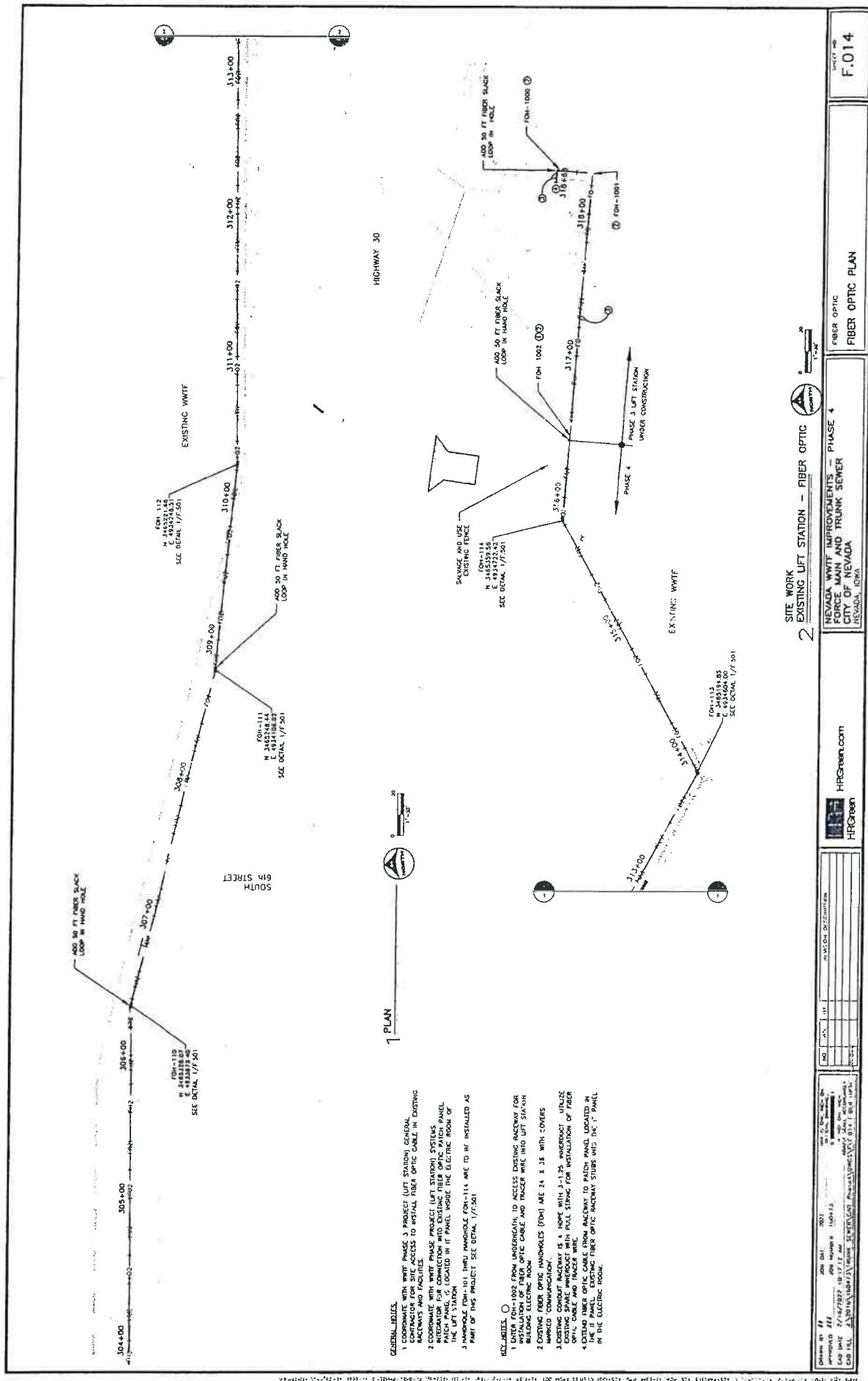
INVISION, CLARK COUNTY
INVISION

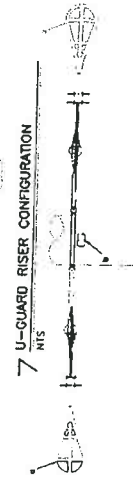
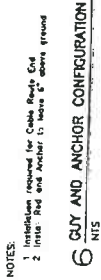
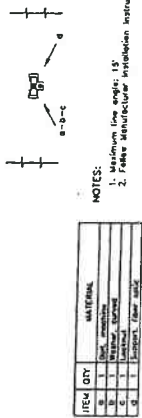
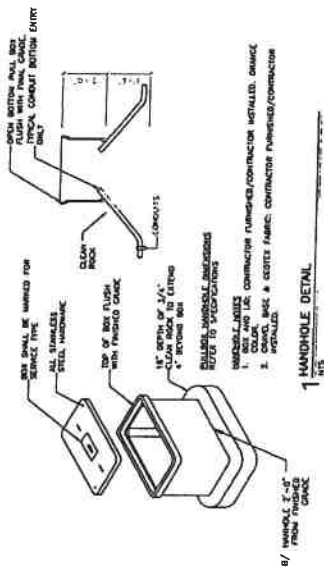
APPROVED: 2/14/2015
DATE: 2/14/2015
BY: [Signature]
FOR: [Signature]
PROJECT: 2015-001
SHEET: 001 OF 001











DESIGN NO: 2022
REV: 1
DATE: 10/1/23
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
CITY OF NEVADA
NORTH LAS VEGAS
10/1/23

NEVADA WATER IMPROVEMENTS - PHASE 4
TRUNK SEWER AND TRUNK SEWER
CITY OF NEVADA
NEVADA, NV

NEVADA WATER IMPROVEMENTS - PHASE 4
TRUNK SEWER AND TRUNK SEWER
CITY OF NEVADA
NEVADA, NV

FIBER OPTIC
DETAILS

F.501

EXHIBIT B

RULES AND PRACTICES FOR

COMMUNICATION AND CABLE TELEVISION ATTACHMENTS

1. All communication and television facilities attached to Licensor's poles shall be installed in a manner to ensure compliance with the requirements of the "National Electrical Safety Code" in effect at the time of installation.
2. The location of all cables or power supplies on Licensor's poles shall be approved in writing by the Licensor. No attachments shall be made without prior approval of Licensor.
3. All communication and television cables and power supplies shall be located on the same side of each pole as any existing telephone cable, or as designated by the Licensor.
4. On jointly used poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the pole opposite the secondary conductors, or as designated by the Licensor.
5. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.
7. No power supply shall be installed on any of Licensor's poles on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All attachments or facilities of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All communication and television cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the "National Electrical Safety Code".
11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.

12. The Licensee may, with the prior written approval of the Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this License Agreement.
14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
15. In the event that any of Licensee's proposed facilities are to be installed upon poles already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and Practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.
16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for that purpose.
17. The Licensee shall provide a written statement, signed by a Professional Engineer or other qualified individual representing the Licensee, that its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the National Electrical Safety Code, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this agreement as outlined in Section 10A, 10B, and 10C.

EXHIBIT "C"

APPLICATION AND PERMIT FOR USE OF POLES

Application No. _____

Date _____ 20____,

In accordance with the terms of agreement dated March 30 2022, application is hereby made for licensee to make attachments to 75 poles located in or near NEVADA in the County of Storey and the State of Towa.

The poles, including proposed construction by (Cooperative) if necessary for which permission is requested are listed by pole number on the attached Exhibit "CI" and further identified on the attached map. Detailed construction plans and location drawings, will be furnished.

Licensee

By: _____

Title: _____

Certification to be completed

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete) the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no poles or facilities of _____ will be in violation of NESC as the result of said attachments.

Registration Number (State)

Engineer's Signature

Permission for construction granted March 30 2022, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party rearrangements are done satisfactorily, and (3) that licensee construct according to standards.

By: Kevin Feltner

Title: Operations Manager

Licensor

The above estimates for make-ready changes and rearrangements approved _____ 20____. Licensee intends to construct plant within 120 days after make-ready work is complete.

Perpetual Inventory of Poles

Balance _____

Added _____

New Balance _____

By: _____

Title: _____

Licensee

ATTACHMENTS TO BE INSTALLED

*LICENSOR:

[illegible]

EXHIBIT "D"

NOTIFICATION OF REMOVAL

In accordance with the terms of Agreement dated _____ 20____, notice is given to Licensor of the removal of attachments from _____ and the State of _____.

The poles from which attachments have been removed are listed below:

Exhibit D1 and further identified on the attached map.

COOPERATIVE POLE NUMBER	LICENSOR USE	COOPERATIVE POLE NUMBER	LICENSOR USE

Licensee

By: _____

Title: _____

Notice Acknowledged

_____ 20____

Perpetual Inventory of Poles
Balance _____
Removed _____
New Balance _____

Licensor

By: _____

Title: _____