



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 28, 2024 – 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/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

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

Webinar ID: 851 5957 2027 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, October 28, 2024*

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 October 14, 2024
 - B. Approve Payment of Cash Disbursements, including Check Numbers 035-035 and Electronic Numbers 035-035 (Inclusive) Totaling \$035 (See attached list)
 - C. Approve Financial Reports for Month of September, 2024
 - D. Approve Renewal of Class E Retail Alcohol License for Good & Quick Co d/b/a/ Good & Quick Co, 519 Lincolnway, Effective December 5, 2024
 - E. Approve Final Plat for Oak Park Estates
 - F. Approve GAX, MicroEnterprise, Feltner Project-Claim #2 and Administration Invoices-Claim #1
 - G. Approve GAX, MicroEnterprise, ThisDay Project-Claim #2
 - H. Approve Payment for the Emergency Catalyst Grant for The Well,

- I. Approve Pay Request No. 2, Nevada Housing Rehab Program, Contract 2024-06 in the amount of \$8,500 to Milam Construction after receipt of funds from SCHAT

5. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
 - A.

6. OLD BUSINESS
 - A. Ordinance No. 1061 (2024/2025): An Ordinance Amending Chapter 165, Section 08 (Use Types) of the City Code by Adding Language Pertaining to Breweries and Amending Table 165.09-2 (Permitted Uses), second reading
 - B. Resolution No. 034 (2024/2025): A Resolution for American Rescue Plan Act (ARPA) Allocation

7. NEW BUSINESS
 - A. Approve Annual Field House Maintenance Agreements
 - a. Elevator Maintenance Agreement
 - b. Fire Sprinkler Maintenance & Inspection
 - c. Fire Alarm & Elevator Monitoring Agreement
 - B. Approve Replacement of Parking Lot Light Fixtures at SCORE and Replacement of Street Lights along Fawcett Parkway
 - C. Approve Replacement of Skylights for the Library
 - D. Approve Neighborhood Improvement Incentive Program Application from Flummerfelt Homes for Sunridge Estates in the amount of \$26,855.00
 - E. Resolution No. 035 (2024/2025): A Resolution to support Workforce Housing Tax Incentives for Elite Gutters DBA Elite Exteriors for a Housing Project, previous approved for Diamond F
 - F. Resolution No. 036 (2024/2025): A Resolution fixing the date of meeting at which it is proposed to approve and authorize the sale of real property

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

9. ADJOURN

The agenda was posted on the official bulletin board on October 24, 2024, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2024-2025\2024-10-28.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, OCTOBER 28, 2024 – 6:00 P.M.

6. OLD BUSINESS

- A. Ordinance No. 1061 (2024/2025): An Ordinance Amending Chapter 165, Section 08 (Use Types) of the City Code by Adding Language Pertaining to Breweries and Amending Table 165.09-2 (Permitted Uses), second reading

Enclosed you shall find the second reading for the ordinance adding specific language to our code allowing for a brewery.

- B. Resolution No. 034 (2024/2025): A Resolution for American Rescue Plan Act (ARPA) Allocation
Enclosed you shall find the revised resolution for the disbursement of ARPA funds.

7. NEW BUSINESS

- A. Approve Annual Field House Maintenance Agreements
a. Elevator Maintenance Agreement
b. Fire Sprinkler Maintenance & Inspection
c. Fire Alarm & Elevator Monitoring Agreement

Enclosed you shall find the action forms, bids, and staff's recommendation for each of the above listed maintenance items.

- B. Approve Replacement of Parking Lot Light Fixtures at SCORE and Replacement of Street Lights along Fawcett Parkway

Enclosed you shall find the action form, bids, and staff's recommendation for lighting at SCORE.

- C. Approve Replacement of Skylights for the Library

Enclosed you shall find the action form, bids, and staff's recommendation for Library skylights.

- D. Approve Neighborhood Improvement Incentive Program Application from Flummerfelt Homes for Sunridge Estates in the amount of \$26,855.00

Enclosed you shall find Building and Zoning Officials memo and the list of lots that were improved

- E. Resolution No. 035 (2024/2025): A Resolution to support Workforce Housing Tax Incentives for Elite Gutters DBA Elite Exteriors for a Housing Project, previous approved for Diamond F

Enclosed you shall find the resolution and award declination from Diamond F

- F. Resolution No. 036 (2024/2025): A Resolution fixing the date of meeting at which it is proposed to approve and authorize the sale of real property

Enclosed you shall find resolution to set the date for the hearing

NEVADA CITY COUNCIL - MONDAY, OCTOBER 14, 2024 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, October 14, 2024, 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: Melissa Muschick, Dane Nealson, Jason Sampson, Sandy Ehrig. Absent: Henry Corbin, Steve Skaggs.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Holly Manternach, Chris Brandes, Sean Seymour, Tim Hansen, Marlys Barker, Ray Reynolds, Joseph Meyer.

Also in attendance were: Karen Selby, Andy Kelly, Jane Heintz, Jill Post, Kennedee Jones, Brandon Koehler.

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, Muschick. 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 Sandy Ehrig, seconded by Melissa Muschick, to **approve the following consent agenda items with the removal of Item D:**

- A. Approve Minutes of the Regular Meeting held on September 23, 2024
- B. Approve Payment of Cash Disbursements, including Check Numbers 87127-87225 and Electronic Numbers 1729-1739 (Inclusive) Totaling \$965,189.78 (See attached list) and the First Interstate Card Purchases for the September 19, 2024 Statement, total \$4,626.93
- C. Approve second payment for Architecture Servies for the CDBG Façade Grant to Curtis Architecture & Design in the amount of \$14,000.00
- D. ~~Approve renewal of Class C Retail Alcohol License for Sports Bowl d/b/a DOYOUBOWL2, LC, 1229 12th Street, Effective October 31, 2024~~

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

D. Approve renewal of Class C Retail Alcohol License for Sports Bowl d/b/a DOYOUBOWL2, LC, 1229 12th Street, Effective October 31, 2024

Motion by Dane Nealson, seconded by Sandy Ehrig, to **approve renewal of Class C Retail Alcohol License for Sports Bowl d/b/a DOYOUBOWL2, LC, 1229 12th Street, Effective**

October 31, 2024. After due consideration and discussion the roll was called. Aye: Neelson, Ehrig, Muschick. Abstain: Sampson. Nay: None. The Mayor declared the motion carried.

5. PUBLIC FORUM

Mayor Barker swore in Full-time Police Officer Joseph Meyer.

6. OLD BUSINESS

- A. Ordinance No. 1060 (2024/2025): An Ordinance Deleting Property from the Tax Increment Financing District for the Nevada Urban Renewal Area of the City of Nevada, Iowa, Pursuant to Section 403.19 of the Code of Iowa, third and final reading

Motion by Dane Neelson, seconded by Jason Sampson, to **approve Ordinance No. 1060 (2024/2025), third and final reading.** After due consideration and discussion the roll was called. Aye: Neelson, Sampson, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

- B. Approve Pay Request No. 38 for WWTF Improvements – Phase 2 from WBCI in the amount of \$42,512.12

Motion by Jason Sampson, seconded by Melissa Muschick, to **approve Pay Request No. 38 for WWTF Improvements – Phase 2 from WBCI in the amount of \$42,512.12.** After due consideration and discussion the roll was called. Aye: Sampson, Muschick, Neelson, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Approve Pay Request No. 29 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$310,966.78

Motion by Jason Sampson, seconded by Dane Neelson, to **approve Pay Request No. 29 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$310,966.78.** After due consideration and discussion the roll was called. Aye: Sampson, Neelson, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

- D. Approve Pay Requests for the 19th Street Trail Project

- a. Division 1, Pay Request 1 from TK Concrete, Inc. in the amount of \$102,333.05

Motion by Dane Neelson, seconded by Melissa Muschick, to **approve Pay Request No. 1, Division 1 for 19th Street Trail Project from TK Concrete, Inc. in the amount of \$102,333.05.** After due consideration and discussion the roll was called. Aye: Neelson, Muschick, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- b. Division 2, Pay Request 1 from Con-Struct, Inc. in the amount of \$105,162.15

Motion by Sandy Ehrig, seconded by Dane Neelson, to **approve Pay Request No. 1, Division 2 for 19th Street Trail Project from Con-Struct, Inc. in the amount of \$105,162.15.** After due consideration and discussion the roll was called. Aye: Ehrig, Neelson, Sampson, Muschick. Nay: None. The Mayor declared the motion carried.

- E. Approve Requests from Con-Struct for the 2024 Street Improvements Project

- a. Pay Request No. 6 in the amount of \$407,337.52

Motion by Melissa Muschick, seconded by Jason Sampson, to **approve Pay Request No. 6 for 2024 Street Improvements Project from Con-Struct, Inc. in the amount of \$407,337.52.** After due consideration and discussion the roll was called. Aye: Muschick, Sampson, Ehrig, Nealson. Nay: None. The Mayor declared the motion carried.

b. Change Order No. 5 in the amount of \$16,280.00

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve Change Order No. 5 for 2024 Street Improvements Project from Con-Struct, Inc. in the amount of \$16,280.00.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Muschick, Nealson. Nay: None. The Mayor declared the motion carried.

F. **Approve Pay Request No. 2 for SRF Harrington Park Project from Con-Struct, Inc. in the amount of \$100,661.03**

Motion by Jason Sampson, seconded by Melissa Muschick, to **approve Pay Request No. 2 for SRF Harrington Park Project from Con-Struct, Inc. in the amount of \$100,661.03.** After due consideration and discussion the roll was called. Aye: Sampson, Muschick, Nealson, Ehrig. Nay: None. The Mayor declared the motion carried.

7. NEW BUSINESS

A. Approve Change Order to Replace Carriage Walks for F Avenue and G Avenue Project

Motion by Jason Sampson, seconded by Dane Nealson, to **approve option 1: accept proposal from Milam Concrete to remove existing concrete and replace with new in the amount of \$7,450.00.** After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

B. Ordinance No. 1061 (2024/2025): An Ordinance Amending Chapter 165, Section 08 (Use Types) of the City Code by Adding Language Pertaining to Breweries and Amending Table 165.09-2 (Permitted Uses), first reading

Motion by Sandy Ehrig, seconded by Melissa Muschick, to **approve Ordinance No. 1061 (2024/2025), first reading.** After due consideration and discussion the roll was called. Aye: Ehrig, Muschick, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

C. Resolution No. 032 (2024/2025): A Resolution Approving the Amended Local Planning and Administrative Contract between Region XII Cog, Inc and the City of Nevada for the Award of Community Development Block Grant #20-CVN-068

Motion by Melissa Muschick, seconded by Sandy Ehrig, to **adopt Resolution No. 032 (2024/2025).** After due consideration and discussion the roll was called. Aye: Muschick, Ehrig, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

D. Resolution No. 033 (2024/2025): A Resolution Authorizing Payment of User Increase in Wastewater Cost from General Reserves

Motion by Jason Sampson, seconded by Dane Neilson, to **adopt Resolution No. 033 (2024/2025)**. After due consideration and discussion the roll was called. Aye: Sampson, Neilson, Ehrig, Muschick. Nay: None. The Mayor declared the motion carried.

E. Approve 2025 City Wellness Program

Motion by Jason Sampson, seconded by Melissa Muschick, to **approve option 1: 2025 Wellness Program and annual mandatory four-hour training scheduled for the first Wednesday of September every year, requiring all city offices to be closed during this time.** After due consideration and discussion the roll was called. Aye: Sampson, Muschick, Neilson, Ehrig. Nay: None. The Mayor declared the motion carried.

8. Review Voting System for Saltech

Council reviewed Voting software from Saltech.

9. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Neilson, seconded by Jason Sampson, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:35 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA
 CLAIMS REPORT FOR OCTOBER 28, 2024
 10/15/24 THRU 10/28/24

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2023 PMTS	764.36	1740
ALLIANT	WTR-UTILITIES	3,357.36	87230
ARNOLDS	STS/WTR-SUPPLIES	174.3	87231
CON STRUCT	SERVICES#6	613,160.70	87232
JOHN DEERE FIN	ALL-SUPPLIES	2,304.83	87233
NUCARA	EMS-MEDICAL SUPPLIES	351.06	87234
MENARDS	FH/PKM-SUPPLIES	53.71	87235
WILLIAMS BROTHERS CON	WWT PH2-PR#38	42,512.12	87236
BOOMERANG	WWTF-PH3-PR#29	310,996.78	87237
TK CONCRETE	19TH STREET TRL-DIV1 PR#1	102,333.05	87238
IPERS	IPERS	38,642.38	1741
TREASURER STATE OF IA	STATE TAX	8,410.61	1742
EFTPS	FED/FICA TAX	28,984.49	1743
RELIANCE STANDARD	RELIANCE	840.9	1744
HUTTON, RYAN	HSA	302.08	1745
SYDNES, KELLAN	HSA	50	1746
CORNISH, DEVIN	HSA	50	1747
AMER'N FAMILY LIFE ASSR	AFLAC	793.71	87227
MISSION SQUARE	DEFERRED COMP	727.5	87228
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	87229
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	1,248.08	1748
FIRST INTERSTATE	WTR-FY25 WTR SUPPLY FEE	5,487.46	1749
PRATT SANI	ALL-GARBAGE SVC	851.64	87239
QUILL CORP	LIB-SUPPLIES	38.43	87240
COMPUTER RESOURCE SPEC	LIB-IT SVCS	277.31	87241
BAKER & TAYLOR BOOKS	LIB-MATERIALS	2,477.46	87242
C&K HEATING	LIB-HVAC MAINT	945	87243
DEMCO INC	LIB-MATERIALS	223.76	87244
CENTER POINT	LIB-MATERIALS	162.1	87245
CENGAGE LEARNING	LIB-MATERIALS	895.71	87246
BLACKBIRD DESIGN	LIB-BUSINESS CARDS	67	87247
MIDWEST TAPE	LIB-DIGITAL	751.8	87248
AMAZON CAPITAL SERV	LIB-SUPPLIES	1,004.72	87249
SIGNARAMA	LIB-STORY STROLL	304.88	87250
WAGeworks	FSA 2023 PMTS	216.54	1750
SAMS CLUB	PD/STS-SUPPLIES	153.84	87252
SQUARED AWAY SPORTS	REC-BB JERSEYS & SHORTS	2,340.00	87253
TREASURER STATE OF IA	2024 TREASURE HUNT	57.39	87254
CENTRAL IOWA DIST	PKM-SUPPLIES	142	87255
ELECTRONIC ENG	EMS-#864 LIGHT.RPR	496.25	87256
FAREWAY	EMPLOYEE MTG	13.97	87257
HAWKINS INC	WTR-AZONE 15	2,377.45	87258
ALLIANT	STS/CD-UTILITIES	90.45	87259
VAN WALL EQUIP	STS/WTR-JD 1 YR LEASE/BATTERY	3,580.25	87260

STATE HYGIENIC LAB	WTR-LAB ANALYSIS	173	87261
ARNOLD MOTOR SUPPLY	ALL-SUPPLIES	637.14	87262
IA ONE CALL	WTR/WWT-ONE CALL	158.7	87263
IA STATE READY MIX	STRM-CONCRETE	1,196.00	87264
IA DNR	WTR-USE FEE 2025	115	87265
GANNETT IA LOCALIQ	PUBLIC NOTICES	638.4	87266
HOKELS	WWT-VALVE RPRS/TOOLS	83.46	87267
IA DOT	STS-SIGN POSTS	49	87268
GOOD AND QUICK	STS-TIRE RPR	33	87269
SIMMERING-CORY/IA CODIFICATION	WEB HOSTING	450	87270
IA PRISON IND	STS-SIGNS	1,497.98	87271
NEVADA HARDWARE	ALL-SUPPLIES	807.47	87272
CONSUMERS ENERGY	WTR-WELL FIELD #5	6,871.81	87273
INTERSTATE	PKM-BATTERIES	195.3	87274
HR GREEN, INC	ENGINEERING	9,516.48	87275
BRICK GENTRY PC	ALL-LEGAL	8,190.00	87276
FERGUSON	WTR-METERS	1,890.00	87277
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 11/2024	535.77	87278
REFLECTIONS GLASS	SC-DOOR REPLACEMENT	10,450.00	87279
QUADIENT	ALL-POSTAGE	1,000.00	87280
STORY CO RECORDER	RECORDING FEES	69	87281
MENARDS	PKM-SUPPLIES	267.68	87282
MARSHALLTOWN ALARM	CH-FIRE PANEL CELL	1,012.89	87283
BLACKBIRD DESIGN	PD-VINYL STICKERS	420.62	87284
PETTY CASH	POOL/REC-SHIPPIG	21.94	87285
MADISON NAT LIFE INS	ALL-LIFE INSURANCE	450.08	87286
KARL CHEVROLET	FD-#11/864 VEHICLE LIGHTING	17,141.41	87287
STARBUCK, CHARLIE	WTR-BOOTS/JEANS/SHIRT STARBUCK	220.05	87288
RANGEMASTERS TRNG CENTER	PD-RIFLE LIGHT	1,709.91	87289
DAKOTA SUPPLY	WTR/STRM-SUPPLIES	1,487.29	87290
TREETOP PROD	DT-TRASH RECEPTACLES	2,620.32	87291
TK GRADING & SEEDING	WWTF-PH 1 BROKEN TILE	1,650.00	87292
CURTIS ARCH & DESIGN	ED-CDBG-FACADE	14,000.00	87293
ISU EXT & OUTREACH	STS-PESTICIDE TRNG	180	87294
YOUNG, EVAN	PKM-SHIRTS YOUNG	52.22	87295
STORY CO ANIMAL CONTROL	PD-ANIMAL CONTROL	524	87296
CONWAY SHIELD	FD-GEAR	3,550.00	87297
NEW CENTURY FS	STS-ROCK CRUSHING	1,856.14	87298
	WATER	97.41	
	Refund Checks Total	97.41	
	Accounts Payable Total	1,271,041.20	
	Payroll Checks	91,490.50	
	***** REPORT TOTAL *****	1,362,629.11	
	GENERAL	132,182.31	
	ROAD USE TAX	28,817.36	
	LOCAL OPTION SALES TAX	18,195.04	
	LIBRARY TRUST	891.72	

DANIELSON TRUST	640.15
2024 CIP STS IMPROV PROJ	409,880.02
TRAIL CIP RESERVE PROJTS	207,992.70
WATER	38,412.32
SEWER	26,195.63
SEWER CAP IMP PROJECT	358,379.90
SRF SPONSORED PROJECT	104,925.39
STORM WATER	1,733.29
REVOLVING FUND	32,154.30
FLEX BENEFIT REVOLVING	980.9
HEALTH INS, SELF FUND	1,248.08
TOTAL FUNDS	<u>1,362,629.11</u>

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
001-000-1110	CASH-GENERAL FUND	133,165.54	5,382,453.11
002-000-1110	CASH-HOTEL/MOTEL	38.64	11,308.05
110-000-1110	CASH-ROAD USE TAX	62,023.96	2,422,135.22
112-000-1110	CASH-EMPLOYEE BENEFITS	128,539.29	131,631.15
113-000-1110	CASH-RUT CAPITAL	2,083.66	609,505.72
121-000-1110	CASH-LOCAL OPTION TAX	9,475.38	1,062,804.53
125-000-1110	CASH-TIF	107,253.37	1,053,324.74
126-000-1110	CASH-LMI SUBFUND		340,342.53
160-000-1110	CASH-ED,PASS THRU FUNDS	121,528.00	20,000.00-
167-000-1111	RESERVE-WELLS	6.66	1,947.29
167-000-1113	RESERVE-ZWILLING	.42	122.45
167-000-1114	RESERVE-ALBERRY	3.81	1,114.14
168-000-1118	RESERVE-UNDESIGNATED	.85	248.50
168-000-1119	RESERVE-HARMS TRUST, GREEN SP	99.12	28,993.10
169-000-1110	CASH-LIBRARY TRUST	836.53	4,956.91
171-000-1110	CASH-FIRE TRUST	65.38	19,124.42
172-000-1110	CASH-SCORE UNDESIGNATED	21.31	6,234.58
173-000-1110	CASH-SCORE O&M	.99	289.66
174-000-1110	CASH-NORTH STORY BASEBALL	16.28	4,761.68
175-000-1110	CASH-SENIOR COMM CENTER	35.55	10,399.99
176-000-1110	CASH-GH PIANO	71.21	20,829.15
177-000-1110	CASH-POLICE FOREITURE	45.66	13,355.05
179-000-1122	RESERVE-GRNBLT MAP 2005	13.51	3,952.01
179-000-1124	RESERVE-ST CO TRAIL	3.27	956.45
179-000-1127	RESERVE-UNRESTRICTED	214.22	43,374.79
179-000-1128	RESERVE-SCORE SCOREBOAR	17.22	5,038.38
179-000-1130	RESERVE-LANDSCAPING	41.84	7,238.23
179-000-1131	RESERVE-FIELD MAINT	118.38	34,627.37
179-000-1132	RESERVE-LEW HANSEN SUB	5.29	1,548.60
179-000-1133	RESERVE-87 SOUTHWOOD	28.49	8,333.01
179-000-1134	RESERVE-MARDEAN PARK	3.38	988.99
179-000-1135	RESERVE-WILSON POND DONATIONS	2.79	817.34
179-000-1137	P&R BRINKMAN MEMORIAL	9.38	2,743.84
180-000-1110	CASH-COLUMBARIAN MAINT	20.66	6,042.26
181-000-1110	CASH-TRAIL MAINTENANCE	1,286.28-	71,583.34
182-000-1110	CASH-DANIELSON/OTHERTRU	249.39	232,308.46
183-000-1110	CASH-LIB BLDG TRUST	.73	214.31
184-000-1110	CASH-TREES FOREVER	17.09	4,999.09
185-000-1110	CASH-4TH OF JULY	16.10	4,708.40
186-000-1110	CASH-COMM BAND	4.24	1,241.41
187-000-1110	CASH-PUBLIC ARTS COMMISSION	6.89	2,014.80
200-000-1110	CASH-DEBT SERVICE	89,414.16	504,854.93
301-000-1110	CASH-CITY HALL/PUBLIC S	2.20	643.17
302-000-1110	CASH-LIBRARY BLDG	23,521.09	32,273.60
304-000-1110	CASH-SC/FIELDHOUSE	83.99-	289,781.09-
306-000-1110	CASH-SPLASHPAD	1,434.24	419,539.90
307-000-1110	CASH-SIDEWALKIMPROVEMEN	503.15	147,180.33
309-000-1110	CASH-2024 STS CIP PROJECTS	210,111.53-	182,447.06-
311-000-1110	CASH-2019 CIP WORK	15.45	4,520.34
314-000-1110	CASH-2024 BRIDGE RPRS		11,670.00-
318-000-1110	CASH-2024HMA OVERLAY F&G	292,553.30-	943,937.06-

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE
319-000-1110	CASH-DOG PARK	58.27	17,045.19
321-000-1110	CASH-TRAIL CIP PROJECTS	3,620.19-	541,173.14
322-000-1110	CASH-ARP FUNDS	3,729.61	1,090,974.07
500-000-1110	CASH-PERPETUAL CARE	300.00	176,784.08
501-000-1110	CASH-HATTERY		5,000.00
600-000-1110	CASH-WATER O&M	180,656.06	3,492,187.24
601-000-1110	CASH-WATER DEPOSITS	752.25-	88,927.71
602-000-1110	CASH-WATER PLANT UPGRADE RSRV	6,996.32	2,046,542.57
605-000-1110	CASH-WATER 2012C BOND		656,766.73
607-000-1110	CASH-WTR CAPITAL REVOLV	1,454.15	425,362.57
608-000-1110	CASH-JORDAN WELL PROJ	4,041.02-	48,938.09-
609-000-1110	CASH-WTR CAPITAL PROJECTS		42,248.30-
610-000-1110	CASH-WASTEWATER O&M	214,780.21	2,763,384.47
611-000-1110	CASH-SEWER REVOLVING	6,130.14	1,793,170.49
615-000-1110	CASH-SEWER CONSTRUCTION	166,188.31	4,418,934.56
616-000-1110	CASH-WWT CIP	344,784.48	1,116,647.24-
617-000-1110	CASH-WWT CAPITAL	1,527.62	446,855.85
618-000-1110	CASH-SRF SPONSORED PROJECT	182,008.56-	884,856.05-
670-000-1110	CASH-GARBAGE UTILITY	5,997.41	13,671.82-
740-000-1110	CASH-STORM WATER UTILIT	3,306.41-	818,023.55
810-000-1139	RESERVE-PARK & RECREATI	639.77	187,144.42
810-000-1140	RESERVE-LIBRARY	54.01	74,302.17
810-000-1141	RESERVE-CEMETERY	16,748.43-	174,725.04
810-000-1142	RESERVE-FINANCE	15,305.10-	326,128.18
810-000-1143	RESERVE-FIRE	5,090.97	507,888.52
810-000-1144	RESERVE-POLICE	745.95	218,202.25
810-000-1146	RESERVE-PLANNING & ZONI	183.98	53,817.15
810-000-1147	RESERVE-FIELD HOUSE	311.65	91,162.19
810-000-1148	RESERVE-TECHNOLOGY	256.34	74,983.12
812-000-1110	CASH-FLEXIBLE BENEFITS	63.55-	32,820.53
813-000-1110	CASH-HEALTH INS/SELF FUND	7,441.18	91,795.73
830-000-1110	CASH-SICK & VACATION	1,158.58	338,904.63
	CASH TOTAL	899,579.17	30,066,434.76
001-000-1120	PETTY CASH - LIBRARY		75.00
001-000-1123	PETTY CASH - POOL		1,000.00
600-000-1120	PETTY CASH - CITY HALL		600.00
	PETTY CASH TOTAL	.00	1,675.00
182-000-1168	COUNTY FOUNDATION INVES	534.30	92,198.42
	SAVINGS TOTAL	534.30	92,198.42
	TOTAL CASH	900,113.47	30,160,308.18

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	POLICE TOTAL	1,510,728.00	92,145.71	361,874.04	23.95	1,148,853.96
	POLICE-OFFICE TOTAL	139,273.00	10,211.38	30,786.16	22.10	108,486.84
	EMERGENCY MANAGEMENT TOTAL	1,600.00	89.18	235.70	14.73	1,364.30
	FLOOD CONTROL TOTAL	27,400.00	441.68	4,614.09	16.84	22,785.91
	FIRE TOTAL	787,582.00	20,266.58	601,419.92	76.36	186,162.08
	AMBULANCE TOTAL	43,652.00	31,117.84	36,722.74	84.13	6,929.26
	BUILDING INSPECTIONS TOTAL	61,694.00	3,591.23	11,228.85	18.20	50,465.15
	ANIMAL CONTROL TOTAL	4,500.00	.00	77.00	1.71	4,423.00
	ANIMAL CONTROL-OWNER TOTAL	1,500.00	.00	.00	.00	1,500.00
	PUBLIC SAFETY TOTAL	2,577,929.00	157,863.60	1,046,958.50	40.61	1,530,970.50
	ROADS, BRIDGES, SIDEWALKS TOTAL	981,290.00	51,287.97	228,837.40	23.32	752,452.60
	STREET LIGHTING TOTAL	179,100.00	9,291.80	27,254.36	15.22	151,845.64
	PAVEMENT MARKINGS TOTAL	10,000.00	19.96	542.74	5.43	9,457.26
	SNOW REMOVAL TOTAL	95,775.00	.00	.00	.00	95,775.00
	TREES & WEEDS TOTAL	20,000.00	152.28	317.28	1.59	19,682.72
	PUBLIC WORKS TOTAL	1,286,165.00	60,752.01	256,951.78	19.98	1,029,213.22
	WATER, AIR, MOSQUITO CONTROL TOTAL	13,000.00	.00	.00	.00	13,000.00
	OTHER HEALTH/SOCIAL SERV TOTAL	35,000.00	33,450.00	33,450.00	95.57	1,550.00
	HEALTH & SOCIAL SERVICES TOTAL	48,000.00	33,450.00	33,450.00	69.69	14,550.00
	LIBRARY TOTAL	556,139.00	39,355.31	136,496.90	24.54	419,642.10
	LIBRARY-DONATED TOTAL	46,650.00	912.12	7,027.59	15.06	39,622.41
	LIBRARY-STATE INFRASTRUCTURE TOTAL	6,000.00	.00	.00	.00	6,000.00
	MUSEUM/BAND/THEATRE TOTAL	1,500.00	.00	985.00	65.67	515.00
	PARKS TOTAL	143,330.00	9,886.79	64,640.41	45.10	78,689.59
	PARK MAINTENANCE TOTAL	381,868.00	29,285.32	95,724.71	25.07	286,143.29
	PARKS-ATHLETIC FIELDS TOTAL	20,000.00	2,120.00	7,293.35	36.47	12,706.65
	TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	1,531.00	3,771.00	25.14	11,229.00
	FOUR-PLEX COMPLEX TOTAL	46,571.00	1,224.91	13,042.61	28.01	33,528.39
	POOL TOTAL	282,952.00	21,984.03	134,659.03	47.59	148,292.97
	RECREATION TOTAL	78,191.00	5,176.79	26,730.60	34.19	51,460.40
	ADULT SOFTBALL TOTAL	5,170.00	.00	112.02	2.17	5,057.98
	COMMUNITY HEALTH/WELLNESS TOTAL	8,000.00	.00	.00	.00	8,000.00
	SENIOR ACTIVITY TOTAL	8,500.00	.00	.00	.00	8,500.00
	OPEN RECREATION TOTAL	10,200.00	.00	.00	.00	10,200.00
	CEMETERY TOTAL	199,129.00	27,440.21	58,120.00	29.19	141,009.00
	FIELD HOUSE TOTAL	282,823.00	16,850.47	61,488.50	21.74	221,334.50
	SENIOR COMMUNITY CENTER TOTAL	10,020.00	459.36	3,602.40	35.95	6,417.60
	BASEBALL SOFTBALL TOTAL	47,015.00	369.41	1,709.30	3.64	45,305.70
	YOUTH BASKETBALL TOTAL	16,765.00	.00	958.08	5.71	15,806.92
	VOLLEYBALL TOTAL	3,653.00	1,069.70	3,073.25	84.13	579.75
	FLAG FOOTBALL TOTAL	8,959.00	1,197.49	2,212.32	24.69	6,746.68
	HALLOWEEN TOTAL	250.00	.00	.00	.00	250.00

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR	FISCAL	3/2025	PCT OF FISCAL YTD	25.0%	
		9/2024	9/2024	MTD	YTD	PERCENT	
		TOTAL	TOTAL	BALANCE	BALANCE	EXPENDED	UNEXPENDED
		BUDGET	BUDGET				
	LEGENDS TOTAL	.00		593.50	2,137.00	.00	2,137.00-
	CIRL TOTAL	6,570.00		1,299.00	1,959.00	29.82	4,611.00
	HISTORICAL SOCIETY TOTAL	.00		.00	4,945.00	.00	4,945.00-
	HISTORIC PRESERVATION TOTAL	7,500.00		.00	.00	.00	7,500.00
	CULTURE & RECREATION TOTAL	2,192,755.00		160,755.41	630,688.07	28.76	1,562,066.93
	ECONOMIC DEVELOPMENT TOTAL	713,319.00		64,339.00	153,061.00	21.46	560,258.00
	MAIN STREET NEVADA TOTAL	25,000.00		.00	.00	.00	25,000.00
	HOUSING & URBAN RENEWAL TOTAL	475,000.00		.00	.00	.00	475,000.00
	PLANNING & ZONING TOTAL	266,894.00		10,141.00	59,718.28	22.38	207,175.72
	CHRISTMAS LIGHTS TOTAL	800.00		.00	.00	.00	800.00
	4TH OF-JULY TOTAL	-6,600.00		.00	.00	.00	-6,600.00
	LINCOLN HWY DAYS TOTAL	1,000.00		.00	.00	.00	1,000.00
	OTHER COMM & ECO DEV TOTAL	700.00		.00	435.00	62.14	265.00
	COMMUNITY & ECONOMIC DEV TOTA	1,489,313.00		74,480.00	213,214.28	14.32	1,276,098.72
	MAYOR/COUNCIL/CITY MGR TOTAL	12,009.00		538.26	4,174.63	34.76	7,834.37
	COUNCIL TOTAL	9,995.00		.00	490.00	4.90	9,505.00
	CITY ADMINISTRATOR TOTAL	56,200.00		3,036.81	10,820.80	19.25	45,379.20
	CLERK/TREASURER/ADM TOTAL	506,033.00		39,854.66	99,878.25	19.74	406,154.75
	LEGAL SERVICES/ATTORNEY TOTAL	122,750.00		3,663.75	16,462.75	13.41	106,287.25
	CITY HALL/GENERAL BLDGS TOTAL	123,711.00		14,388.43	41,171.19	33.28	82,539.81
	TORT LIABILITY TOTAL	79,160.00		.00	70,241.00	88.73	8,919.00
	OTHER GENERAL GOVERNMENT TOTA	20,000.00		297.54	2,377.00	11.89	17,623.00
	GENERAL GOVERNMENT TOTAL	929,858.00		61,779.45	245,615.62	26.41	684,242.38
	CITYHALL/LIBRARY DEBT TOTAL	94,428.00		.00	.00	.00	94,428.00
	CBD PROJECT 8.9M TOTAL	678,550.00		.00	.00	.00	678,550.00
	2013 GO BOND TOTAL	245,763.00		.00	.00	.00	245,763.00
	FIELD HOUSE TOTAL	851,950.00		.00	.00	.00	851,950.00
	DEBT SERVICE TOTAL	1,870,691.00		.00	.00	.00	1,870,691.00
	ROADS, BRIDGES, SIDEWALKS TOTA	4,540,000.00		502,664.83	1,590,218.99	35.03	2,949,781.01
	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	1,100,000.00		5,470.25	12,895.32	1.17	1,087,104.68
	POOL TOTAL	100,000.00		.00	.00	.00	100,000.00
	SPLASHPAD TOTAL	1,100,000.00		.00	.00	.00	1,100,000.00
	SENIOR COMMUNITY CENTER TOTAL	.00		83.99	548.87	.00	548.87-
	FIELDHOUSE TOTAL	.00		.00	6,913.95	.00	6,913.95-
	HOUSING & URBAN RENEWAL TOTAL	90,000.00		.00	.00	.00	90,000.00
	CAPITAL PROJECTS TOTAL	6,965,000.00		508,219.07	1,610,577.13	23.12	5,354,422.87

CITY OF NEVADA
 BUDGET REPORT
 CALENDAR 9/2024, FISCAL 3/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	MTD BALANCE	PCT OF FISCAL YTD BALANCE	YTD PERCENT EXPENDED	25.0% UNEXPENDED
	WTR 2012C BOND TOTAL	456,750.00	.00	.00	.00	456,750.00
	WWT DEBT TOTAL	2,984,316.00	.00	.00	.00	2,984,316.00
	WATER TOTAL	52,000.00	.00	.00	.00	52,000.00
	WATER-PLANT/PUMPS TOTAL	1,110,455.00	62,661.76	261,277.93	23.53	849,177.07
	WATER-LINES-INST & O&M TOTAL	84,037.00	4,600.66	13,404.93	15.95	70,632.07
	WATER ACCOUNTING TOTAL	407,999.00	26,523.63	85,073.20	20.85	322,925.80
	WASTEWATER PLANT TOTAL	1,353,466.00	59,899.66	208,669.94	15.42	1,144,796.06
	WASTEWATER COLLECTION TOTAL	7,037,710.00	393,672.76	1,432,264.15	20.35	5,605,445.85
	WASTEWATER ACCOUNTING TOTAL	274,804.00	18,861.21	62,023.32	22.57	212,780.68
	LANDFILL/GARBAGE TOTAL	75,800.00	55.10	36,522.14	48.18	39,277.86
	STORM WATER TOTAL	65,900.00	21,643.25	23,104.83	35.06	42,795.17
	ENTERPRISE FUNDS TOTAL	13,903,237.00	587,918.03	2,122,340.44	15.27	11,780,896.56
	TRANSFERS IN/OUT TOTAL	9,316,939.00	.00	3,083,128.08	33.09	6,233,810.92
	TRANSFER OUT TOTAL	9,316,939.00	.00	3,083,128.08	33.09	6,233,810.92
	TOTAL EXPENSES	40,579,887.00	1,645,217.57	9,242,923.90	22.78	31,336,963.10

CITY OF NEVADA
 REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2024, FISCAL BUDGET ESTIMATE	3/2025 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	25.0% UNCOLLECTED
	GENERAL TOTAL	4,682,352.00	425,508.71	783,432.11	16.73	3,898,919.89
	HOTEL MOTEL TOTAL	4,100.00	38.64	3,448.38	84.11	651.62
	ROAD USE TAX TOTAL	1,113,859.00	118,392.56	286,777.71	25.75	827,081.29
	EMPLOYEE BENEFITS TOTAL	963,462.00	128,539.29	131,631.15	13.66	831,830.85
	RUT CAPITAL TOTAL	358,000.00	2,083.66	355,159.89	99.21	2,840.11
	EMERGENCY FUND TOTAL	1,200.00	.00	378.08	31.51	821.92
	LOCAL OPTION SALES TAX TOTAL	1,125,000.00	111,094.06	356,375.86	31.68	768,624.14
	TAX INCREMENT FINANCING TOTAL	1,558,568.00	131,592.37	142,847.89	9.17	1,415,720.11
	LMI-SUBFUND TOTAL	106,717.00	.00	.00	.00	106,717.00
	ECONOMIC DEVELOPMENT TOTAL	200,000.00	121,528.00	121,528.00	60.76	78,472.00
	RESTRICTED GIFTS TOTAL	25.00	10.89	31.86	127.44	6.86-
	CEMETARY CIP/LAND TOTAL	200.00	99.97	292.54	146.27	92.54-
	LIBRARY TRUST TOTAL	6,100.00	924.25	1,864.52	30.57	4,235.48
	FIRE TRUST TOTAL	120.00	65.38	191.33	159.44	71.33-
	SCORE-UNDESIGNATED TOTAL	50.00	21.31	62.37	124.74	12.37-
	SCORE O&M TOTAL	5.00	.99	2.90	58.00	2.10
	NORTH STORY BASEBALL TOTAL	24,000.00	16.28	2,207.64	9.20	21,792.36

CITY OF NEVADA
 REVENUE REPORT

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2024, FISCAL BUDGET ESTIMATE	3/2025 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	25.0% UNCOLLECTED
	SENIOR CENTER TRUST TOTAL	710.00	35.55	104.04	14.65	605.96
	GATES HALL PIANO TOTAL	100.00	71.21	208.38	208.38	108.38-
	ASSET FORFEITURE TOTAL	100.00	45.66	133.60	133.60	33.60-
	PARK OPEN SPACE TOTAL	34,800.00	1,339.77	6,831.42	19.63	27,968.58
	COLUMBARIAN MAINTENANCE TOTAL	520.00	20.66	120.29	23.13	399.71
	TRAIL MAINTENANCE TOTAL	20,150.00	244.72	20,678.66	102.62	528.66-
	DANIELSON TRUST TOTAL	1,600.00	1,608.09	3,147.59	196.72	1,547.59-
	LIB BLDG TRUST TOTAL	.00	.73	2.14	.00	2.14-
	TREES FOREVER TOTAL	75.00	17.09	50.01	66.68	24.99
	4TH OF JULY TRUST TOTAL	2,575.00	16.10	47.11	1.83	2,527.89
	COMMUNITY BAND TOTAL	1,000.00	4.24	112.41	11.24	887.59
	PUBLIC ART FUND TOTAL	2,000.00	6.89	2,014.80	100.74	14.80-
	DEBT SERVICE TOTAL	1,901,526.00	89,414.16	92,665.44	4.87	1,808,860.56
	CH CAMPUS PROJ TOTAL	.00	2.20	6.44	.00	6.44-
	LIBRARY ADDITION TOTAL	100,159.00	23,521.09	23,837.07	23.80	76,321.93
	SC/FIELDHOUSE TOTAL	50,000.00	.00	168,919.60	337.84	118,919.60-
	SPLASHPAD PROJECT TOTAL	400,000.00	1,434.24	4,197.09	1.05	395,802.91

ACCOUNT NUMBER	ACCOUNT TITLE	CALENDAR 9/2024, FISCAL BUDGET ESTIMATE	3/2025 MTD BALANCE	PCT OF FISCAL YTD BALANCE	FISCAL YTD PERCENT RECVD	25.0% UNCOLLECTED
	SIDEWALK IMPROVEMENTS TOTAL	.00	503.15	1,472.39	.00	1,472.39-
	2024 CIP STS IMPROV PROJ TOTA	4,240,000.00	.00	1,040,108.99	24.53	3,199,891.01
	2019 CIP WORK TOTAL	.00	15.45	4,520.34	.00	4,520.34-
	DOG PARK TOTAL	434,370.00	58.27	17,045.19	3.92	417,324.81
	TRAIL CIP RESERVE PROJTS TOTA	108,800.00	1,850.06	35,722.64	32.83	73,077.36
	ARP FUNDS TOTAL	10,000.00	3,729.61	10,914.13	109.14	914.13-
	HOUSING REHAB PROGRAM TOTAL	90,000.00	.00	.00	.00	90,000.00
	PERPETUAL CARE TOTAL	5,000.00	300.00	902.50	18.05	4,097.50
	WATER TOTAL	2,922,635.00	268,634.09	790,954.80	27.06	2,131,680.20
	WATER DEPOSITS TOTAL	25,000.00	1,014.75	5,055.55	20.22	19,944.45
	WATER PLANT UPGRADE RSRV TOTA	220,000.00	6,996.32	219,937.89	99.97	62.11
	WATER 2012C/2020B BOND TOTAL	456,750.00	.00	456,750.00	100.00	.00
	WATER CAPITAL REVOLVING TOTAL	203,000.00	1,454.15	203,124.21	100.06	124.21-
	SEWER TOTAL	5,079,300.00	298,441.31	874,469.79	17.22	4,204,830.21
	SEWER SRF REVOLVING TOTAL	2,994,508.00	6,130.14	13,170.49	.44	2,981,337.51
	SEWER CONSTRUCTION TOTAL	370,000.00	166,188.31	367,578.67	99.35	2,421.33
	SEWER CAP IMP PROJECT TOTAL	7,000,000.00	551,548.45	1,201,905.48	17.17	5,798,094.52

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET ESTIMATE	MTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
	SEWER EQUIP REVOLVING TOTAL	77,000.00	1,527.62	79,284.93	102.97	2,284.93-
	SRF SPONSORED PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
	LANDFILL/GARBAGE TOTAL	73,700.00	6,052.51	18,300.54	24.83	55,399.46
	STORM WATER TOTAL	177,900.00	18,336.84	55,370.59	31.12	122,529.41
	REVOLVING FUND TOTAL	575,000.00	46,315.04	612,121.51	106.46	37,121.51-
	FLEX BENEFIT REVOLVING TOTAL	.00	2,020.32	5,977.62	.00	5,977.62-
	HEALTH INS, SELF FUND TOTAL	.00	37,893.24	113,012.94	.00	113,012.94-
	OTHER INTERNAL SERV FUND TOTA	.00	1,158.58	3,390.41	.00	3,390.41-
	TOTAL REVENUE BY FUND	39,222,036.00	2,577,866.97	8,640,399.92	22.03	30,581,636.08

Item # 4D
Date: 10/28/24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the Oct 28, 2024 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.

10/28/24
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Good & Quick Co

NAME OF BUSINESS(DBA)

Good & Quick Co

BUSINESS

(515) 382-4323

ADDRESS OF PREMISES

519 Lincoln Ave

PREMISES SUITE/APT NUMBER

Separate Room

CITY

Nevada

COUNTY

Story

ZIP

50201

MAILING ADDRESS

519 Lincolnway

CITY

Nevada

STATE

Iowa

ZIP

50201

Contact Person

NAME

Charles Good

PHONE

(515) 290-1346

EMAIL

cha0958@hotmail.com

License Information

LICENSE NUMBER

LE0001363

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Dec 5, 2024

TENTATIVE EXPIRATION DATE

Dec 4, 2025

LAST DAY OF BUSINESS

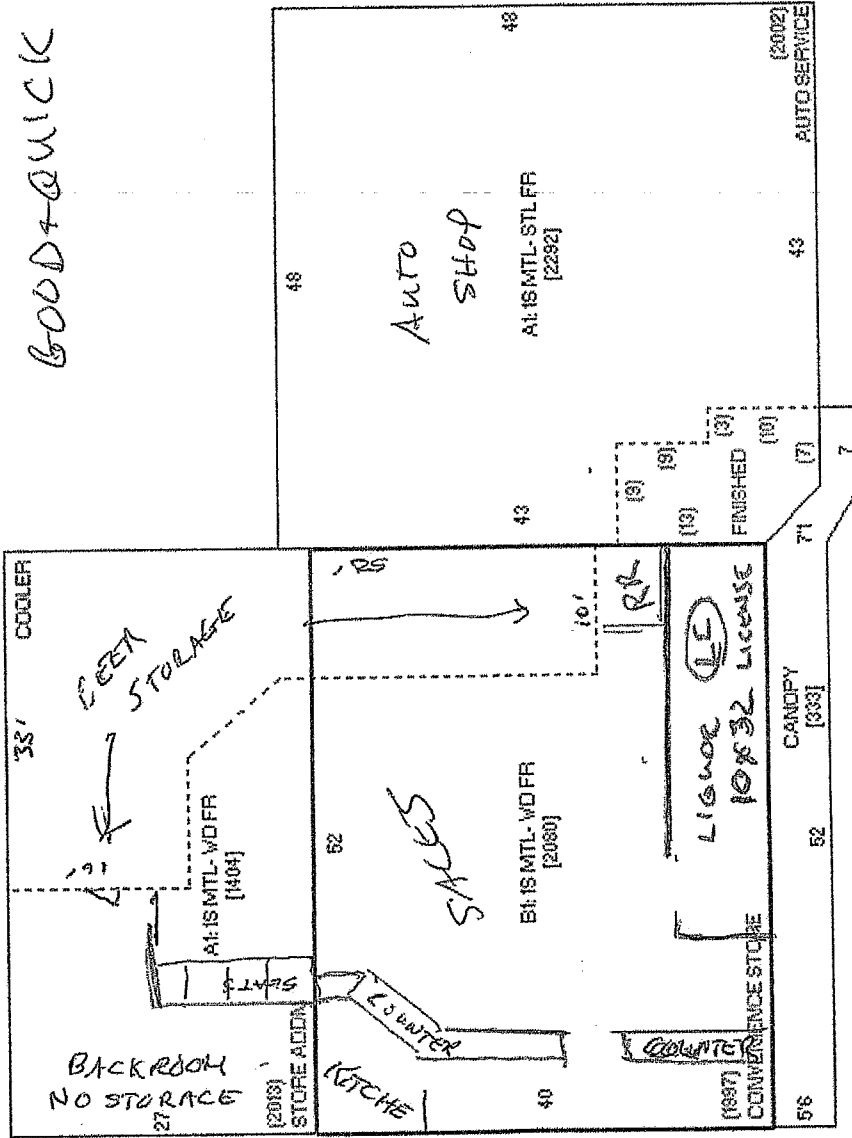
SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES

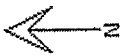
1 in = 17' 6" APPROX

GODD + QUICK



SACES APPROX 2800 + 3000 w/p LC LIQUOR

10x32 LIQUOR ROOM





Item # 4E
Date: 10/28/24

City Hall | 1209 6th Street | Nevada, IA 50201
p. (515) 382-5466 | f. (515) 382-4502

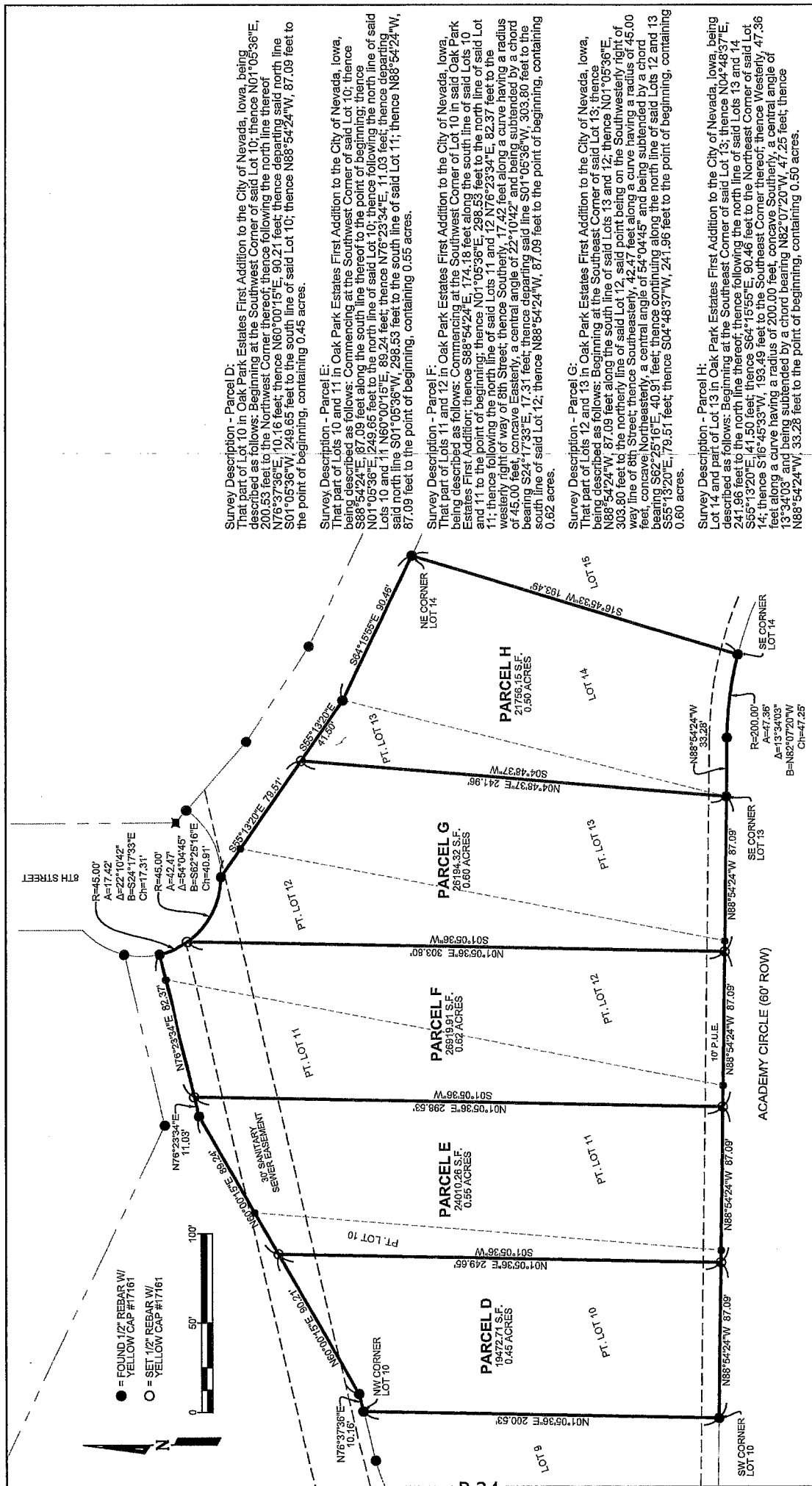
October 2024

TO: Mayor - City Council Members
City Administrator Jordan Cook

From: Ryan Hutton
Building & Zoning Official

With the recommendation from the Planning and Zoning Commission, we are seeking approval from the City Council for Oak Park Estates Boundary Adjustment. The lot line adjustment was needed for house placement. The plat is adjusting five (5) properties. I have included the plat.

Best Regards,
Ryan Hutton
Building and Zoning Official



Survey Description - Parcel D: That part of Lot 10 in Oak Park Estates First Addition to the City of Nevada, Iowa, being described as follows: Beginning at the Southwest Corner of said Lot 10, thence N01°05'36"E, 200.53 feet to the Northwest Corner thereof; thence following the north line thereof, N76°37'36"E, 10.16 feet; thence N60°00'15"E, 90.21 feet; thence departing said north line S01°05'36"W, 249.65 feet to the south line of said Lot 10; thence N88°54'24"W, 87.09 feet to the point of beginning, containing 0.445 acres.

Survey Description - Parcel E: That part of Lots 10 and 11 in Oak Park Estates First Addition to the City of Nevada, Iowa, being described as follows: Commencing at the Southwest Corner of said Lot 10, thence S88°54'24"E, 187.09 feet along the south line thereof to the point of beginning; thence N01°05'36"E, 249.65 feet to the north line of said Lot 10; thence following the north line of said Lot 10 and 11 N60°00'15"E, 89.24 feet; thence N76°23'34"E, 11.03 feet; thence departing said north line S01°05'36"W, 298.53 feet to the south line of said Lot 11; thence N88°54'24"W, 87.09 feet to the point of beginning, containing 0.55 acres.

Survey Description - Parcel F: That part of Lots 11 and 12 in Oak Park Estates First Addition to the City of Nevada, Iowa, being described as follows: Commencing at the Southwest Corner of Lot 10 in said Oak Park Estates First Addition; thence S88°54'24"E, 174.18 feet along the south line of said Lot 10 and 11 to the point of beginning; thence N01°05'36"E, 298.53 feet to the north line of said Lot 11; thence following the north line of said Lot 11 and 12 N76°23'34"E, 82.37 feet to the westerly right of way of 8th Street; thence Southerly, 17.42 feet along a curve having a radius of 45.00 feet, concave Easterly, a central angle of 22°10'42" and being subtended by a chord bearing S24°17'33"E, 17.31 feet; thence departing said line S01°05'36"W, 303.80 feet to the south line of said Lot 12; thence N88°54'24"W, 87.09 feet to the point of beginning, containing 0.62 acres.

Survey Description - Parcel G: That part of Lots 12 and 13 in Oak Park Estates First Addition to the City of Nevada, Iowa, being described as follows: Beginning at the Southwest Corner of said Lot 13, thence N88°54'24"W, 87.09 feet along the south line of said Lot 13 and 12; thence N01°05'36"E, 303.80 feet to the northerly line of said Lot 12, said point being on the Southwesterly right of way line of 8th Street; thence Southeasterly, 42.47 feet along a curve having a radius of 45.00 feet, concave Northeasterly, a central angle of 54°04'45" and being subtended by a chord bearing S62°25'16"E, 40.91 feet; thence continuing along the north line of said Lot 12 and 13 S55°13'20"E, 179.51 feet; thence S04°48'37"W, 241.98 feet to the point of beginning, containing 0.60 acres.

Survey Description - Parcel H: Lot 14 and part of Lot 13 in Oak Park Estates First Addition to the City of Nevada, Iowa, being described as follows: Beginning at the Southwest Corner of said Lot 13, thence N04°48'37"E, 241.98 feet to the north line thereof; thence following the north line of said Lot 13 and 14 S55°13'20"E, 41.50 feet; thence S04°15'55"E, 90.46 feet to the Northeast Corner of said Lot 14; thence S16°49'33"W, 193.49 feet to the Southeast Corner thereof; thence Westerly, 47.36 feet along a curve having a radius of 200.00 feet, concave Southerly, a central angle of 13°34'03" and being subtended by a chord bearing N62°07'20"W, 47.23 feet; thence N88°54'24"W, 33.28 feet to the point of beginning, containing 0.50 acres.

I hereby certify that this land surveying document was prepared by me or under my direct, personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

OWNER: OAK PARK ESTATES, LC
REQUESTED BY: JASON HOLLAND

DATE: 9/30/24 **PAGE:** 1 OF 1

JOB#: 7129.004

PLAT OF SURVEY

LOTS 10, 11, 12, 13 & 14 IN OAK PARK ESTATES FIRST ADDITION TO CITY OF NEVADA, STORY COUNTY, IOWA

STRAND ASSOCIATES, Inc.
 1015 1st, Suite 107
 Ames, Iowa 50010
 Phone: (515) 233-0000
 FAX: (515) 233-0103

STATE OF IOWA

Item # 4F4E
Date: 10/28/24

BUDGET FY 2024	General Accounting Expenditure	DOCUMENT NUMBER
	DATE 10/15/2024	ACCTG PERIOD (mm/yy)

VENDOR CODE	AGENCY NAME	
VENDOR NAME AND ADDRESS City of Nevada 1209 6th Street Nevada, IA 50201	BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 200 E. Grand Ave. Des Moines, Iowa 50309	SHIP TO ADDRESS

TERMS	FOB	ORDER APPROVED BY	GOODS RECEIVED/SERVICES PERFORMED
QUANTITY		VENDOR'S INVOICE NUMBER	
ORDERED	RECEIVED	UNIT OF MEASURE	UNIT PRICE

ORDERED	RECEIVED	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Request for Payment under CDBG Contract Number: <u>20-CVN-068</u> Report Number: _____ <i>Project: Claim #2 / Final Feltner Prop. / Admin Claims #1</i>		50,178.00
DOCUMENT TOTAL					50,178.00

CLAIMANT'S CERTIFICATION I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE _____ TITLE <u>MAYOR</u>	AGENCY CERTIFICATION I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)
CLAIMANT'S SIGNATURE	AUTHORIZED SIGNATURE

THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY

DOC TYPE (GAX) GAX	DOC NUMBER	DOC DATE	ACCTG PRD	BUDGET FY 2025	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE 1	INT IND	INT SELLER FUND	INT SELLER AGCY
VENDOR CODE		ADDR OVERRIDE	F/A INDICATOR	EFT IND Y	TEXT -po's only (Y/N)		TEXT (po's only)			
REF DOC TYPE	REF DOC NUMBER	REF DOC LINE	COM LN	VEND INVOICE #	COMMODITY CODE	GS CONTRACT				

LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0340	269	4610	20			4125							50,178.00		
02																
03																
04																
05																
06																
07																

DOCUMENT TOTAL 50,178.00

GAX WARRANT # _____ AUDITED BY _____ PAID DATE _____

STATE OF IOWA

GAX

BUDGET FY 2024		General Accounting Expenditure								DOCUMENT NUMBER 2						
		DATE 8/12/2024				ACCTG PERIOD (mm/yy)										
VENDOR CODE						AGENCY NAME										
VENDOR NAME AND ADDRESS City of Nevada 1209 6th Street Nevada, IA 50201						BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 200 E. Grand Ave. Des Moines, Iowa 50309				SHIP TO ADDRESS						
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS								
QUANTITY				VENDOR'S INVOICE NUMBER 2												
ORDERED	RECEIVED	UNIT OF MEASURE						UNIT PRICE		TOTAL PRICE						
				Request for Payment under CDBG Contract Number: <u>20-CVN-068</u> Report Number: <u>2</u> <i>Project: Claim #2 This Day - Final</i>						18,365.00						
DOCUMENT TOTAL									18,365.00							
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION										
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.						I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:										
DATE		TITLE <i>Mayor</i>				CODE OR CHAPTER SECTION(S)										
CLAIMANT'S SIGNATURE						AUTHORIZED SIGNATURE										
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																
DOC TYPE (GAX) GAX		DOC NUMBER 2		DOC DATE		ACCTG PRD	BUDGET FY 2025	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE 1	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE		ADDR OVERRIDE	F/A INDICATOR	EFT IND	TEXT -po's only (Y/N) Y			TEXT (po's only)								
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE		COM LN	VEND INVOICE # 2		COMMODITY CODE		GS CONTRACT					
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	VD	DESCRIPTION	AMOUNT	VD	P/F
01	0340	269	4610	20			4125							18,365.00		
02																
03																
04																
05																
06																
07																
DOCUMENT TOTAL												18,365.00				

GAX

WARRANT #

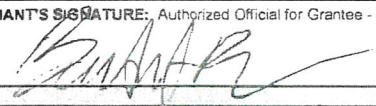
AUDITED BY

PAID DATE

The Well

STATE OF IOWA

Item # 44
Date: 10/28/24

BUDGET FY		General Accounting Expenditure						DOCUMENT NUMBER							
		DATE 7/24/2024		ACCTG PERIOD (mm/yy)											
VENDOR CODE 42-6005023				AGENCY NAME											
VENDOR NAME AND ADDRESS City of Nevada 1209 6th Street Nevada IA 50201				BILL TO ADDRESS (ORDERING AGENCY) Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, IA 50315				SHIP TO ADDRESS							
TERMS		FOB		ORDER APPROVED BY				GOODS RECEIVED/SERVICES PERFORMED							
								DATE		INITIALS					
QUANTITY				VENDOR'S INVOICE NUMBER											
		Line item						Contract budget*		Expenditures					
										Since Last Report (1)	Previous Total (2)	Cumulative Expenditures (1+2)			
		Project Expenses Eligible for Reimbursement Grant Contract and approved budget in IowaGrants.gov Project Name: Nevada Emergency Project Address: 1117-1119 6th St, Nevada, IA 50201						Up to \$100,000.00		\$ 100,000.00	\$ 0	\$ 100,000.00			
CONTRACT NUMBER:		24-CTBF-EMERG-05						Funds Requested		\$ 96,587.98					
								Less: Funds Requested to Date		\$ 0					
DRAW #		1						NET REQUEST		\$ 96,587.98					
CLAIMANT'S CERTIFICATION						AGENCY CERTIFICATION									
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. DATE: Today's Date TITLE: Mayor						I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: CODE OR CHAPTER SECTION(S)									
CLAIMANT'S SIGNATURE: Authorized Official for Grantee - i.e. City (Mayor) or MSI Program (Board Pres.) 						AUTHORIZED SIGNATURE									
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY															
DOC TYPE (GAX) GAX	DOC NUMBER		DOC DATE		ACCTG PRD	BUDGET FY	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY			
VENDOR CODE 42-6005023		ADDR OVERRIDE	F/A INDICATOR	EFT IND N	TEXT -po's only (Y/N)			TEXT (po's only)							
REF DOC TYPE	REF DOC NUMBER		REF DOC LINE	COM LN	VEND INVOICE #			COMMODITY CODE		GS CONTRACT					
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY/ UNITS	VD	DESCRIPTION	AMOUNT	IID
01															
02															
DOCUMENT TOTAL													\$		

GAX **WARRANT #** **AUDITED BY** **PAID DATE** _____

Vendor Payment Portal

[Vendors](#) > [Payments](#) > [Payment Details](#)

Name Nevada City Of Dept IOWA ECONOMIC DEVELOPMENT
AUTHORITY
Amount \$100,000.00 Check/EFT Number 86350063
Issue Date Sep 24, 2024

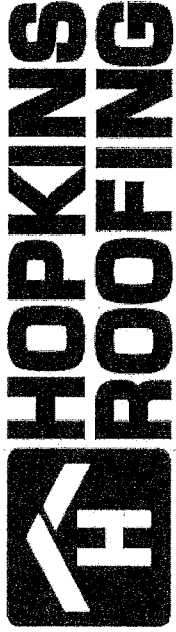
[Search](#)

<u>Work Unit</u>	<u>Object</u>	<u>Line Amount</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Contact</u>	<u>Description</u>
Catalyst Building Remediation	State Aid	\$100,000.00			515-348-6148	24-CTBF-EMERG-05

first previous next last

* Please do not use the browser's Back button

INVOICE



Hopkins Roofing, Inc.
 929 Opportunity Lane
 Pella IA 50219
 United States
 info@hopkinsroofing.com

DATE:
 5/30/2024
 INVOICE #:
 INV1112

of

SHIP TO

Nevada IA 50201
 United States

BILL TO

Preston Gamble
 1119 8th Street
 Nevada IA 50201
 United States

SALES REP	PO #	SHIPPING METHOD	DATE	TERMS
Levi Schachtroven			6/14/2024	Net 15
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Commercial Sales		0	\$24,147.00	\$0.00
Low Slope Materials		1	\$46,405.36	\$46,405.36
Low Slope Miscellaneous		1	\$3,693.85	\$3,693.85
Equipment Rental	Equipment Rental	1	\$8,421.99	\$8,421.99
Low Slope Labor		1	\$36,066.78	\$36,066.78
SUBTOTAL				\$96,587.98
TAX				\$0.00
TOTAL				\$96,587.98
AMOUNT PAID				\$24,147.00
AMOUNT DUE				\$72,440.98



Set in stone masonry services

James Potter
Business Number 641 497 5469
26385 265th St. Eldora, IA 50627
6418497333
masonmogul@live.com

ESTIMATE

EST0156

DATE

08/17/2024

TOTAL

USD \$15,000.00

TO

The Well Brewery

Amber, Preston Feldman

1117 6th st. Nevada IA

📞 7124610372

📠 7123634918

backcountrywinery@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Labor, equipment, and materials to restore all masonry in the front of the well brewery and market. This includes removal of deteriorating mortar joints and replacing. This includes removal of all deteriorating brick and replacing.	\$20,000.00	1	\$20,000.00
SUBTOTAL			\$20,000.00
DISCOUNT			-\$5,000.00
TOTAL			USD \$15,000.00

RESOLUTION NO. 030 (2023/2024)

**A RESOLUTION SUPPORTING THE APPLICATION TO THE IOWA ECONOMIC
DEVELOPMENT AUTHORITY FOR A COMMUNITY CATALYST BUILDING REMEDIATION
GRANT APPLICATION FOR 1119 6TH STREET PROPERTY/PROJECT**

WHEREAS the City of Nevada, IA ("City") supports the application to the Iowa Economic Development Authority ("IEDA") for a Community Catalyst Building Remediation Program Grant for 1119 6th Street property/project; and

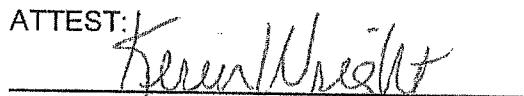
WHEREAS the owners of the property, Amber & Preston Gable, have proposed to undertake the renovations to the building situated at 1119 6th Street; and

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

1. The City hereby expresses its support of the application to the Iowa Economic Development Authority for a Community Catalyst Building Remediation Program Grant for 1119 6th Street property/project.
2. The Mayor is hereby authorized to sign such documentation as needed to show the City's support for the Project and the corresponding application for grant assistance, provided that such documentation is consistent with the terms of this Resolution

Passed and Approved this 27th day of November, 2023.


Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

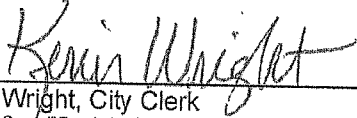
Moved by Council Member Dane Neilson, seconded by Council Member Sandy Ehrig, that Resolution No. 030 (2023/2024) be adopted.

AYES: Neilson, Ehrig, Hanson, Mittman, Skaggs

NAYS: None

ABSENT: Sampson

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 030 (2023/2024) at the regular Council Meeting of the City of Nevada, Iowa, held on the 27th day of November, 2023.



Kerin Wright, City Clerk

W:\Office\Council\Resolutions\2022-2023\066-IEDA Catalyst Agreement, Camelot.docx

Item # 41
Date: 10/28/24

**Exhibit B
PAYMENT REQUEST FORM**

Grantee Name and Address: City of Nevada

Contract Number: 2024-06

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of February 20, 2024 (the "Agreement"), between the SCHAT and the City of Nevada (the "Grantee"), the SCHAT is hereby requested to pay to the Grantee the sum of **\$8,500** for reimbursement (include invoices corresponding to, supporting, and documenting the request).

Such amount represents payments for: (please include project description and location):
Applicant: 242 7th St (Shinn)

Driveway pavement and improvements to support watershed management

IT IS HEREBY CERTIFIED THAT:

- (a) None of the items for which disbursement is requested has been previously paid under this Agreement;
- (b) The obligation with respect to which this disbursement is being requested has been properly incurred in accordance with the Agreement with respect to the Program set forth in the approved SCHAT Grant Application and is a proper charge under the Agreement;
- (c) The Grantee has no notice of, and is not otherwise aware of, any mechanics', materialmen's, laborers', suppliers', vendors' or other liens or rights in respect thereof which should, in accordance with the Agreement, be satisfied or discharged before this disbursement is made, other than those for which appropriate lien waivers are attached to this Payment Request Form.

AUTHORIZED GRANTEE REPRESENTATIVE:

October 22, 2024

/ Project Advisor

Date: _____



Signature

Send requests to Lucas Young at: lyoung@midowapanning.org

Story County Housing Trust Fund
2024 – Major Improvement Grant

Grantee: City of Nevada

Project Completion, Acceptance and Approval Document:

Please, complete and return to Grantee with invoices **if requested**.

Project Client: Laurie Shinn

Address: 242 7th St

Town: Nevada

State: IA

Zip Code: 50201

Phone:

E-Mail:

Project Date and year: September 2024

Vendor:

Responsibility: Milam Concrete and Construction

Work Completed: Reported as complete / Date: September 23, 2024

Project Client:

Laurie Y Shinn

Laurie Shinn

Has the requested work been done to your satisfaction?

Yes

No:

If, No, Please explain. _____

Comments: _____

Date inspected 10/22/24 Ryan Johnson Passed

Thank you,

Brenda Dryer, Project Manager

Phone: 641.420.3556 E-Mail: brenda@amesalliance.com

ORDINANCE NO. 1061 (2024/2025)

AN ORDINANCE AMENDING CHAPTER 165, SECTION 08 (USE TYPES) OF THE CITY CODE BY ADDING LANGUAGE PERTAINING TO BREWERIES AND AMENDING TABLE 165.09-2 (PERMITTED USES)

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

SECTION 1. SECTION MODIFIED. Chapter 165, Section 08 (Use Types) is hereby amended by inserting the following underlined language and deleting the ~~striketrough~~ language:

7. Commercial Use Types. Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

...

EE. Brewery, micro—establishments that engage primarily in the brewing of beers, ales, and/or similar beverages on-site for distribution, retail or wholesale, on or off-premises and produces no more than 10,000 barrels of beer or ale annually. A microbrewery may include a tasting room for consumption on-premises.

SECTION 2. TABLE MODIFIED. Table 165.09-2 (Permitted Uses by Zoning Districts) is hereby amended by inserting the following underlined language and deleting the ~~striketrough~~ language:

Table 165.09-2 Permitted Uses by Zoning Districts

Use Types	AR	RR	R-1	R-2	R-3	R-4	R-5	UC	LC	CC	DC	GC	BP	LI	GI	COS	Additional Regulation
Commercial Uses																	165.16 (6) (A & B)
Cocktail Lounge								<u>S-P</u>	S	<u>S-P</u>	P	S	P	P			
<u>Brewery, micro</u>								<u>P</u>		<u>S</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>P</u>	<u>P</u>		

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

**CITY OF NEVADA, IOWA
RESOLUTION 034 (2024/2025)**

**A RESOLUTION FOR AMERICAN RESCUE PLAN ACT
(ARPA) ALLOCATION**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the public health and economic impacts of the COVID-19 public health emergency; and

WHEREAS, ARPA created the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) that provided direct funding to state, local and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City of Nevada, Iowa, has accepted and received an allocation of SLFRF in the amount of \$995,030.99, paid in two tranches; and

WHEREAS, SLFRF provides needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency and recipients are permitted to use the amount to fund “government services”; and

WHEREAS, the City of Nevada has elected the “Standard Allowance” of \$10 million instead of calculating lost revenue using the formula provided by the U.S. Department of the Treasury, to spend on government services through the period of performance; and

WHEREAS, the City of Nevada has the need to fund government services while in the recovery phase of the COVID-19 pandemic; and

WHEREAS, the City of Nevada previously committed the ARPA Funds to Project Uplift per Resolution No. 022 (2021/2022), it has been determined the lift station is not needed, however, the public infrastructure per the Development Agreement with Nevada Dev, LLC, for the Northview Subdivision is.

NOW, THEREFORE IT BE RESOLVED, THE City Council of the City of Nevada, Iowa, authorize the following:

Section 1. The following allocation of APRA funding and any interest accrued to fund government services under the replacing lost public sector revenue spending category as follows:

Project A: Public Infrastructure Project for the Northview Subdivision per the agreement with the Developers, Nevada Dev LLC, adopted per Resolution No. 056 (2023/2024)

Project B: 2024 Streets Improvements Project, Division 1, including utilities, toward contract with Con-Struct Inc., adopted per Resolution No. 046 (2023/2024).

Passed and approved by the City Council of the City of Nevada, Iowa, on this 28th day of October, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Item # 7Aa
Date: 10/28/24

Date: October 28, 2024

COUNCIL ACTION FORM

Agenda Item: Elevator Maintenance Agreement for the Nevada Field House

History:

As the Field House nears completion of the first year of operation, we need to have an agreement in place for the annual maintenance and testing of the elevator.

Currently TK Elevator is providing this service for the first 12 months as part of the initial building construction. A new agreement needs to be put in place by December 18, 2024. This has proven to be very challenging to get information back from elevator companies. TK was the only one that would return calls and provide information. Throughout this process I learned that elevator maintenance is very specific to the company that made/installed the elevator.

I have asked Erin Clanton to review the agreement, and she had requested a change from a 5-year term to a shorter term with a shorter termination clause. Both items have been addressed in the Bronze Agreement that is up for consideration.

I have reached out to get pricing for this service that would begin December 18, 2024. Below is a summary.

- TK Elevator – Urbandale, IA - \$1,020.00/year (\$85.00/month) for 3 years. If paid annually, we will receive a 4% discount, which brings the cost down to 979.20/year.
- Kone Elevator – Des Moines, IA – No Response
- Otis Elevator – Urbandale, IA – No Response
- O’Keefe Elevator – Owned by TK Elevator

Options:

1. Approve elevator service agreement with TK Elevator for a cost of \$1,020.00 per year for 3 years.
2. Continue to seek additional pricing for one year time frames.
3. Request all new quotes elevator services.

Staff Recommendation:

1. Staff recommends accepting Option #1: Approve elevator service agreement with TK Elevator for a cost of \$1,020.00 per year for 3 years.

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

Bronze Service Agreement



October 21, 2024

Purchaser: CITY OF NEVADA
Address: 1209 6TH ST
NEVADA, IA 50201-1536

Location: NEVADA FIELD HOUSE
Address: 1717 FAWCETT PKWY
NEVADA, IA 50201-1536

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Units to be Serviced

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydraulic	USV10312 00	16645	EGF705	2	thyssenkrupp Elevator	Yes

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine the equipment covered by this Agreement as necessary to promote the proper operation of those Units ("Service Visits"). These Service Visits will be performed except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Performed Pursuant to TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing Service Visits and any other tasks that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's

Bronze Service Agreement



Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Part Repair/Replacement and Service Requests

This Agreement does not include the repair, refurbishment or replacement of any parts or components of your Unit(s). This Agreement also does not include the dispatch of our technician for any reason from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passenger's through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator ("Service Requests"). The repair, refurbishment or replacement of any parts or components of your equipment and any Service Requests will be separately billable to you at TK Elevator's standard billing rates including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job, with any Overtime work billed at our standard Overtime rates.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendars days thereafter to both evaluate such proposals and, at TK Elevator's sole

Bronze Service Agreement



option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

TK Elevator offers an additional menu of services available as outlined in the attached MAX Exhibit for your consideration and acceptance at an additional fee. The services you select will be governed by the terms and conditions of this Agreement to the extent that they do not conflict with the terms and conditions of the MAX Exhibit. In the event of a conflict, the terms and conditions of the MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication

Bronze Service Agreement



Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 36 months starting December 18, 2024. To ensure continuous service, this Agreement will be automatically renewed for successive 36 -month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 45-Days but not more than 75 days before the end of the initial 36 -month period or at least 45-Days before the end of any subsequent 36 -month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the Bronze Services provided pursuant to this Agreement shall be \$85.00 per month, excluding taxes, before the application of any discounts as described below and any adjustments as described elsewhere in this Agreement. Once accepted, those applicable discounts will be applied throughout the life of this agreement.

Payment Plan

Billing Frequency	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$3.4	
Semi Annual	2%	\$1.7	
Quarterly	No Change	\$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Seven (7)	2%	\$1.7	
Ten (10)	4%	\$3.4	
Fifteen (15)	8%	\$6.8	

We reserve the right to annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you

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agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it. If you have satisfied those conditions and we do not respond in writing or commence action to appropriately resolve your concern within that thirty (30) day period you shall then have the right to terminate this

Bronze Service Agreement



Agreement after providing our local branch manager with an additional thirty (30) days written notice via certified mail, return receipt requested, recognizing that time is of the essence with respect to this provision.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

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You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Bronze Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

CITY OF NEVADA (Purchaser):		TK Elevator Corporation Management Approval	
By:	_____	By:	_____
(Signature of Authorized Individual)		(Signature of Branch Representative)	
Kerin Wright		Michael Wallace	
_____		Branch Manager	
(Print or Type Name)			

(Print or Type Title)			

(Date of Acceptance)		(Date of Execution)	

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

4671 121st Street
Urbandale, IA 50323
(515) 283-2471

Thank you for choosing TK Elevator. We appreciate your business.

Bailey Caldwell

Bronze Service Agreement



Exhibit A

MAX

MAX is TK Elevator’s smart, machine learning Internet of Things (“IoT”) solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a “Digital Service Package”), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment’s operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed. The Digital Service Package you select will be governed by both the terms and conditions of the Agreement covering the Units described below and this MAX Exhibit and in the event that those terms conflict, the terms and conditions of this MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

Price, Term and Your Digital Service Package

We have included the following Digital Service Package notated below for the selected units below for an additional price of **\$16.00 per month which will be billed to you separately from the price of the Agreement**. The cost of your selected Digital Service Package is not subject to any discounts.

The Digital Service Package noted below will be provided to you on a month-to-month basis and may be substituted for another package or cancelled at any time with thirty (30) days prior written notice by either Party to the other.

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium
NEVADA FIELD HOUSE (From VIEW)	Hydraulic	USV10312 00	2	Current Selection		

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion.

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Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
NEVADA FIELD HOUSE (From VIEW)	Hydraulic	USV10312 00	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

"Phone Monitoring" is selected for specific Units in the chart above and we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0.00 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts.

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TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: () -

Fire Department: () -

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:	Kerin Wright		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	(515) 382-5466		
Email:	kwright@cityofnevada.iowa.org		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item # 7Ab
Date: 10/28/24

Date: October 28, 2024

COUNCIL ACTION FORM

Agenda Item: Fire Sprinkler Maintenance and Inspection for the Nevada Field House

History:

As the Field House nears completion of the first year of operation, we need to have an agreement in place for the annual inspection of the fire sprinkler system and the testing of the backflow preventors for the system.

Currently Total Fire Protection is providing this service as part of the initial building construction. A new agreement needs to be put in place beginning 2025.

I have reached out to get pricing for this service that would begin in 2025. Below is a summary.

- Midwest Alarm Services – Urbandale, IA - \$348.00/year for 3 years.
- Blackhawk Sprinklers - Cedar Falls, IA - \$350.00 – Only one year at a time.
- Iowa Fire Equipment Co. – Des Moines, IA - \$670.00 – Only one year at a time.
- Total Fire Protection – Brandon, SD - \$720.00/year for 5 years.

Options:

1. Approve fire sprinkler inspection and maintenance agreement with Midwest Alarm Services for a cost of \$348.00 per year for 3 years.
2. Seek additional pricing that is for one year time frames only.
3. Request all new quotes for monitoring and inspection services.

Staff Recommendation:

1. Staff recommends accepting Option #1: Approve fire sprinkler inspection and maintenance agreement with Midwest Alarm Services for a cost of \$348.00 per year for 3 years.

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



Midwest Alarm Services
 3001 99th Street
 Urbandale, IA 50322
 (515)400-4049

Des Moines 3001 99th St, Urbandale, IA 50322 Ph (515)288.4000

www.midwestalarmservices.com

Midwest Alarm Services Basic Agreement

Midwest Alarm Services. ("Midwest") agrees to furnish CUSTOMER with installation and services described below:

INFORMATION	
Billing Name ("CUSTOMER"): City of Nevada- Nevada Field House Billing Address: 1209 6th St Billing City, State, Zip: Nevada, IA, 50201 Contact Name: Tim Hansen Phone Number: 515-382-4352	Site Name ("Premises"): Nevada Field House Site Address: 1625 Fawcett Pkwy Site City, State, Zip: Nevada, IA, 50201 Email Address: thansen@cityofnevadaiaowa.org Salesperson: Austin Stephens
EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")	
The following Equipment to be Midwest Owned or CUSTOMER Owned under this Agreement: Fire - CUSTOMER Owned Radio - CUSTOMER Owned	The following Services to be provided under this Agreement: <div style="text-align: right;"> Inspections Automatic Sprinkler </div>
INSTALLATION PRICE AND PAYMENT SUMMARY	
Total Installation Price: \$ <u>0</u> (Plus applicable taxes) Deposit Due at Signing: \$ <u>0</u> Balance Due Upon Completion: \$ <u>0</u> Midwest reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	Service Charge: Annual \$ <u>348.00</u> (Plus applicable taxes) Initial Term: <u>36 months</u> Billing Cycle: <u>Annually</u> Monthly service charge is due in advance of each billing cycle.
SCOPE OF WORK	
-Annual Automatic Sprinkler Inspection- \$348.00	

Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. Midwest may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase. However, if CUSTOMER notifies Midwest in writing within thirty (30) days after the effective date of the increased charges that CUSTOMER is unwilling to pay the increased charges, Midwest will, at its sole option, either terminate this Agreement as if the term had expired or, in the alternative, continue the prior charges and will allow this Agreement to remain in full force and effect without further notice. Failure to notify Midwest in writing within thirty (30) days after the effective date of the increased charges will constitute CUSTOMER's acceptance of such increased charges.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of Midwest.
6. When this Agreement includes cellular communicator futureproof protection, Midwest will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, Midwest will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by Midwest technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes Midwest to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. Midwest is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. Midwest shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER'S premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify Midwest of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any Midwest Service Agreement. Midwest recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to Midwest. CUSTOMER shall be liable for attorney's fees and costs incurred by Midwest to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, Midwest shall have no further obligation to perform under this Agreement and may remove any Midwest owned equipment or alternately abandon all or any portion of the System.
10. Midwest hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, Midwest will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than Midwest, or any other cause other than normal wear and tear. MIDWEST MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Midwest does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Midwest is not liable for consequential or incidental damages.
11. Midwest, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by Midwest (collectively "Midwest/SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER'S property or value of the contents thereon. Midwest/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if Midwest/SUPPLIERS is found liable for loss or damage due to failure of Midwest/SUPPLIERS to perform any of the obligations herein, SUCH LIABILITY SHALL BE LIMITED TO THE SUM, AS APPLICABLE, OF THE TOTAL INSTALLATION PRICE STATED ON PAGE 1 OF THIS AGREEMENT AND THE TOTAL MONTHLY SERVICE CHARGES FOR THE INITIAL TERM OF THIS AGREEMENT. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of Midwest/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein are reflected in the pricing of the System to be provided by Midwest to CUSTOMER hereunder.
12. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Midwest/SUPPLIERS, FROM ANY LOSS, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ON ACCOUNT OF ANY CLAIM FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) BY ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE OPERATION OR NONOPERATION OF THE SYSTEM, UNLESS MIDWEST/SUPPLIERS WAS GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases Midwest/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to Midwest to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against Midwest/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against Midwest/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against Midwest/SUPPLIERS.
15. This Instrument contains the entire Agreement between CUSTOMER and Midwest with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of Midwest, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by Midwest in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND Midwest to be binding.
18. Midwest shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by Midwest of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Midwest at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the Instructions of Midwest regarding the return shipment of the goods at Midwest's expense and risk. If you make the goods available to Midwest and Midwest does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Midwest, or if you agree to return the goods to Midwest and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed: _____
SIGNATURE
TITLE
DATE

Approved:
 Midwest Alarm Services

Signed: _____ Date: _____

System installed and operative this _____ day of _____, 20_____.

BLACKHAWK
AUTOMATIC **SPRINKLERS, INC.**

FIRE PROTECTION CONTRACTORS • DESIGN, INSTALLATION & MAINTENANCE

P.O. BOX 998	CEDAR FALLS, IA 50613	TELEPHONE: (800) 232-7721
EMPLOYEE OWNED	525 EAST 18 th STREET	FAX: (319) 277-0000
	PROPOSAL SPREAD	DATE October 10, 2024

TO: Nevada Fieldhouse
1625 Fawcett Parkway
Nevada, IA
thansen@cityofnevadaiaowa.org

RE: Annual and quarterly fire sprinkler inspections per
NFPA 25, 2017.
(1) wet system
(2) backflow preventers

BLACKHAWK AUTOMATIC SPRINKLERS, INC. (SELLER) PROPOSES TO PROVIDE &/OR INSTALL:

Annual fire sprinkler inspection & backflow testing

Firm Price: Three Hundred Fifty Dollars & 00/100-----\$350.00

Quarterly fire sprinkler inspection (price is per rotation)

Firm Price: Two Hundred Twenty-Five Dollars & 00/100-----\$225.00

Price is good for **fourteen** days. Price Includes Freight & Transportation of Men to Site.

EXCLUSIONS: Painting, Wiring, Supervisory Alarms, Special Markers, Centering of Sprinklers in Ceiling Tile, Special Environmental Requirements, Sprinklers in Combustible Blind Spaces, Installation From Other Than Concrete Slab Floors, Pollution Liability/Mold insurance coverage or any Overtime.

Our firm follows the State of Iowa, Illinois, Nebraska, and Missouri requirements as a licensed contractor and licensed sprinkler inspector. Our State of Iowa contractor license is FES-2069. Our State of Illinois contractor license is FSC0103. Our State of Nebraska contractor license is 15097. All inspections performed per *NFPA 25 Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*. All installations per *NFPA 13 Standard for the Installation of Sprinkler Systems*.

By *RaeJean Cole*
RaeJean Cole Blackhawk Automatic Sprinklers, Inc.

By _____
City of Nevada

BLACKHAWK AUTOMATIC SPRINKLERS, INC.

FIRE PROTECTION CONTRACTORS • DESIGN, INSTALLATION & MAINTENANCE

P.O. BOX 998

CEDAR FALLS, IA 50613

TELEPHONE: (800) 232-7721

EMPLOYEE OWNED

525 EAST 18th STREET

FAX: (319) 277-0000

Scopes of various inspections

DATE March 14, 2023

Annual Inspection of wet & dry sprinkler and standpipe systems

Inspections are done per 2017 edition of NFPA 25 "Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems." This "Annual Inspection" includes but is not limited to the following.

- 1) Testing of all alarm devices by opening inspector's test to actuate alarms
- 2) Testing of backflow prevention devices
- 3) Exercising all control valves by completely closing and opening and lubricating O.S.&Y. valves. This includes Yard P.I.V.s. and flowing of all private fire hydrants. O.S.&Y. valves shall be lubricated.
- 4) Performing main drain test and record static & residual pressures and the time it takes to return to normal static pressure. Compare results of test with previous tests.
- 5) Perform partial trip test on dry pipe valve and compare results of test with previous tests
- 6) Visually inspect and clean interior of dry pipe valve and the interior of deluge & pre-action valves without external reset
- 7) Empty auxiliary drains on dry systems
- 8) Visual inspection of system components from floor level, including but not limited to
 - a. Fire department connections
 - b. System riser gauges and valves
 - c. Alarm devices
 - d. Piping, hangers and sprinkler heads
 - e. Alarm devices
 - f. Fire hose, hose storage device and hose nozzles
- 9) In addition to the above mentioned, annuals will include the inspections and testing provided for in the quarterly inspection listed below

Quarterly Inspection of wet sprinkler systems (also included in the Annual Inspection)

Inspections are done per 2017 edition of NFPA 25 "Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems." This "Quarterly Inspection" includes but is not limited to the following.

- 1) Inspect waterflow alarm and supervisory alarm devices to verify they are free from physical damage
- 2) Inspect hydraulic design information sign to verify that it is attached securely to the sprinkler riser and is legible
- 3) Pressure reducing and relief valves shall be inspected to verify that they are in the following condition
 - a. In the open position
 - b. Not leaking
 - c. Maintaining downstream pressures in accordance with the design criteria
 - d. In good condition, with hand wheels installed and unbroken
- 4) Fire department connections shall be inspected to verify the following
 - a. Connections are visible and accessible
 - b. Couplings or swivels are not damaged and rotate smoothly
 - c. Plugs or caps are in place and undamaged
 - d. Gaskets are in place and in good condition
 - e. Identification signs are in place
 - f. The check valve is not leaking
 - g. The ball drip is in place operating properly
 - h. The fire department connection clapper(s) is in place and operating properly
- 5) Mechanical waterflow alarm devices shall be tested
- 6) In systems where the sole water supply is through a backflow preventer and/or pressure reducing valve a main drain test of at least one system shall be conducted
- 7) The priming water level in supervised pre-action and dry systems shall be tested for compliance with the manufacturer's instructions
- 8) Low air pressure alarms in supervised pre-action and dry systems shall be tested with the manufacturer's instructions
- 9) Quick opening devices on dry systems shall be tested

BLACKHAWK AUTOMATIC SPRINKLERS, INC.

FIRE PROTECTION CONTRACTORS • DESIGN, INSTALLATION & MAINTENANCE

P.O. BOX 998

CEDAR FALLS, IA 50613

TELEPHONE: (800) 232-7721

EMPLOYEE OWNED

525 EAST 18th STREET

FAX: (319) 277-0000

Scopes of various inspections

DATE March 14, 2023

3 Year Trip Test on dry sprinkler systems

Inspections are done per 2017 edition of NFPA 25 "Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems." This "3 Year Trip Test" includes but is not limited to the following.

- 1) Perform full trip test to the end on dry pipe valve and compare results of test with previous tests
- 2) Visually inspect interior of dry pipe valve
- 3) Empty auxiliary drains on dry systems
- 4) 2 hour pressure test @ 40 P.S.I.

5 Year Testing & Internal Inspection Of Piping of wet & dry sprinkler and standpipe systems

Inspections are done per 2017 edition of NFPA 25 "Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems." This "5 Year Testing & Internal Inspection of Piping" includes but is not limited to the following.

- 1) Internal inspection of piping (valve, riser, cross main, branch line)
- 2) Internal inspection of all Alarm & Check Valves, Strainers, Filters and Restricted Orifices
- 3) Internal inspection of all deluge and pre-action valves with external reset
- 4) Test pressure gauges (gauges not accurate to within 3% shall be recalibrated or replaced)
- 5) Test extra high temperature sprinklers
- 6) Full flow test on pressure reducing valves and fire hose stations
- 7) Testing of fire hoses per NFPA 1962

Flushing Program

If an obstruction investigation (5 year) indicates the presence of sufficient material to obstruct pipe or sprinklers, a complete flushing program shall be conducted by qualified personnel.

The previous scopes of work for inspections are taken, in part or whole, out of NFPA 25 "*Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.*" It is the property owner or the designated representative that is responsible for maintaining his or her water based fire protection system per NFPA 25 or the authority having jurisdiction. The purpose of NFPA 25 is to provide the requirements that ensure a reasonable degree of protection for life and property from fire through minimum testing and maintenance methods. It is not the intent of NFPA 25 to evaluate the original design of the water based fire protection system, this is also the responsibility of the owner or designated representative. A design evaluation could be deemed necessary due to changes in occupancy, uses or processes, or the materials used or stored in the building.

Our firm follows the State of Iowa, Illinois, Nebraska, Missouri and Wisconsin requirements as a licensed contractor and licensed sprinkler inspector. Our State of Iowa contractor license is FES-2069. Our State of Illinois contractor license is FSC0103. Our State of Nebraska contractor license is 15097. Our State of Wisconsin contractor license is 226122. All inspections performed per *NFPA 25 Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems.* All installations per *NFPA 13 Standard for the Installation of Sprinkler Systems*

Tim Hansen

From: DJ Robinson <djrobinson@iafire.com>
Sent: Monday, September 30, 2024 1:30 PM
To: Tim Hansen
Subject: Sprinkler Inspections
Attachments: Inspection Pricing - 2024 March Update.pdf; Service & Labor Pricing - 2024.pdf

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

Tim,

Our annual wet pipe sprinkler inspection would break down as follows:

\$55.00 dispatch fee
\$260.00 base inspection fee
\$15.00 hazmat

Annual expense \$330.00. I've included our standard inspection pricing we offer for all systems and a document that outlines our hourly labor rates as well.

Thanks

DJ Robinson
Sales Manager



Proud part of



[515-265-8030](tel:515-265-8030)
djrobinson@iafire.com

Formerly Iowa Fire Equipment Co.
A Pye-Barker Fire & Safety Company
2800 Delaware Avenue
Des Moines, IA 50317

NICET# 141264



pyebarkerfs.com

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Iowa Fire Equipment Company

2800 DELAWARE DES MOINES, IA 50317 PH: 515.265.4030 800.798.1440 FAX 515.265.7649
 327 FIRST STREET IOWA CITY, IA 52240 PH: 319.337.4434

PRICING EFFECTIVE MARCH 2024 – Suppression System Update

Fire Alarm Inspection Pricing:

Fire alarm inspection pricing is based on device count. Devices such as heat detectors, smoke detectors, pull stations, waterflow, notification etc. 100% of devices are tested every inspection. Inspections performed per NFPA 72 requirements.

QTY 1-15	\$185.00
QTY 16-35	\$299.00
QTY 35-70	\$400.00
QTY 71-105	\$625.00
QTY 106-155	\$860.00
QTY 156-200	\$970.00

Iowa Fire Equipment Company (IFEC) will file reports in any jurisdiction that require for \$45.00 per report*
 *Omaha Nebraska filling fee \$70.00 per report

2 Year Sensitivity testing of smoke detectors \$250.00 per hour

American Monitoring \$420.00 per year billed annually

Fire Alarm Considerations:

State fire code requires *Apartment* fire alarm systems to be inspected *annually*.
 State fire code requires *Nursing Homes* fire alarm systems to be inspected *semi-annually*.
 State fire code requires *Daycare Center* fire alarm systems to be inspected *semi-annually*.

Fire Sprinkler Inspection Pricing:

Average Wet Pipe Sprinkler System Per Riser	Annual \$260.00	Quarterly \$170.00
Average Dry Pipe Partial Trip Test	Annual \$295.00	Quarterly \$240.00
Zone/Floor Valves	\$45.00 ea.	
Average Dry Sprinkler 3-Year Full Trip	\$520.00	
Antifreeze Loops	\$340.00	

Fire Sprinkler Considerations:

The above pricing is for average sized systems. IFEC reserves the right to adjust pricing based on building/system size. Inspections are performed under the basis of NFPA 25 and do not include maintenance/repairs.

Backflow Inspection:

Initial annual inspection	\$125.00
Cleaning/Retest Labor Per Hour	\$190.00

Wet/Dry Chemical Suppression Systems: (Links and Blowdown included)

Single Cylinder System, PZ p/n Rest-01-SYS-MNT:	\$290.00
(2) Cylinder System, PZ p/n Rest-02-SYS-MNT:	\$350.00
(3) Cylinder System, PZ p/n Rest-03-SYS-MNT:	\$425.00

Special Hazard Suppression Systems:

High Pressure Co2 / Clean Agent \$315.00 per hour



"With a commitment to
Customer Satisfaction"





Iowa Fire Equipment Company

2800 DELAWARE DES MOINES, IA 50317 PH: 515.265.8030 800.798.1440 FAX 515.265.7649
 327 FIRST STREET IOWA CITY, IA 52240 PH: 319.337.4434

PRICING EFFECTIVE JANUARY 2024

Fire Extinguisher Service & Labor Prices

\$55.00 Truck Charge (Portable Service Only)

Inspection of Portables/Emergency/Exit/Lights

(1 to 3)	\$15.00
(4 to 9)	\$10.00
(10 or more)	\$5.00
(In house)	\$10.00
Cartridge Operated (Any Quantity)	\$25.00
(Wheeled Units)	\$135.00
* Emergency/ Exit Lights	
(if done w/fire ext. c/t)	\$3.00
C/T missed or with service NO truck charge	\$5.00

Recharging

Pressurized Water, Anti-Freeze, or K-Class	
(parts & materials additional) RE	\$40.00
Cartridge Operated	
(material & cartridge additional) RECO	\$50.00
Pressurized ABC Dry Chemical 6 Yr or Recharge (PARTS INCLUDED)	
2-1/2# and 5# R5	\$60.00
10# R10	\$70.00
20# R20	\$80.00

Pressurized ABC Dry Chemical Hydro & Recharge (PARTS INCLUDED)	
2-1/2# and 5# H5	\$90.00
10# H10	\$100.00
20# H20	\$120.00

Carbon Dioxide (Parts Additional)	
5# RC5	\$60.00
10# RC10	\$70.00
15# RC15	\$80.00
20# RC20	\$80.00
25# RC25	\$95.00
35# RC35	\$95.00
50# RC50	\$110.00
75# RC75	\$140.00
100# RC100	\$155.00

Hydrostatic Testing

Portables & System Cylinders HYD	\$55.00
25# CO2 Cylinders	\$95.00
50# CO2 Cylinders	\$95.00
75# CO2 Cylinders	\$95.00
100# CO2 Cylinders	\$95.00
150# DC Wheeled Unit	\$225.00
350# DC Wheeled Unit	\$325.00
Hydrotest Hose (per section)*	\$65.00
Re-rack Hose (per section)*	\$65.00

Labor

Monday - Friday (8AM - 5PM) - per hour	\$190.00
Saturdays and after 5PM weekdays - per hour	\$285.00
All Day Sundays and Holidays - per hour	\$380.00
(Labor is for driving time, removal, and reinstallation of the cylinder(s).)	
Fire Alarm Helper	\$125.00
Fire Extinguisher Technician 1/4 HR Minimum	\$95.00

Mileage

\$1.50 per prorated mile 06/23/2022	
Truck Charge for extinguishers	\$55.00

Minimum Billing Service Calls

Alarm / Suppression / Sprinkler	\$190.00
Fire Extinguisher Technician	\$95.00
HM-FE (FOR DISPOSAL OF FIRE EXTINGUISHERS)	\$10.00
Design/Engineering Hourly Rate:	\$250



Level III
Automatic Sprinkler Systems

"With a commitment to
Customer Satisfaction"



Member
Since 1965

SERVICE AGREEMENT FOR AUTOMATIC SPRINKLER EQUIPMENT INSPECTION SERVICE

(Five Year w/auto renewal thereafter)

Between TOTAL FIRE PROTECTION, INC., hereinafter called the CONTRACTOR, and:

Owner's Name: City of Nevada
Owner's Address: 1209 6th Street City of Nevada State of IA 50201

Hereinafter called the SUBSCRIBER, for Automatic Sprinkler Equipment Inspection Service.

Date of Inspection: Annual Quarterly Semi-Annual Month of Inspection: beginning MARCH 2025

Subscriber owns and/or occupies the building (s) located on the premises known as:

Property Name Being Inspected: Nevada Field House
Property Address: 1625 Fawcett Parkway City of Nevada State of IA 50201

Wherein there is now installed certain automatic fire extinguishing equipment, to wit:

<u>1</u>	<u>WET PIPE FIRE SPRINKLER SYSTEM</u>	<u>WET STANDPIPE</u>
	<u>DRY PIPE FIRE SPRINKLER SYSTEM</u>	<u>DRY STANDPIPE</u>
<u>2</u>	<u>BACKFLOW PREVENTER</u>	<u>1 Fire Protection and 1 Domestic Backflow Preventer</u>
	<u>DELUGE FIRE SPRINKLER SYSTEM</u>	
	<u>PREACTION FIRE SPRINKLER SYSTEM</u>	
	<u>FIRE PUMP PERFORMANCE TEST</u>	<u>GPM</u>
	<u>ANTI-FREEZE SPRINKLER SYSTEM</u>	

- >>> The Contractor shall inspect said installation on a (n) annual basis.
- >>> The Subscriber shall pay to Contractor after the first inspection has been made, and for each inspection thereafter, the sum of \$720.00. This amount does not include applicable sales tax
- >>> Such Inspection Service shall cover the items specified on the reverse hereof. If any equipment shall have been installed in addition to that existing at the date of this agreement, the annual inspection service charge provided above shall be increased in accordance with prevailing rates effective as of the first inspection of such additional equipment.
- >>> Our commercial general liability is limited to the amount of our annual inspection fee. Notice of this agreement and copies of all inspection reports will be forwarded by the Contractor to the insurance authority having jurisdiction.
- >>> The terms of this agreement shall be five (5) years from date hereof and thereafter until the same shall be terminated by either party giving at least (60) days advance written notice to the other. Notice of termination or change in number of inspections shall be given to the fire insurance authority by the Contractor.
- >>> It is understood that the Contractor, by providing such inspection service and by making such adjustments as may be required, does not warrant the condition of operation of the system inspected.

Owner or Representative Acceptance: _____
(signature) (date)

Scheduling Contact: _____
(printed name) (area code & phone #)
Wayde Warner (605) 582-2400
(Inspector) (phone) (date)

Total Fire Protection, Inc. 1004 7th Avenue North Brandon, SD 57005
(605) 582-2400 office (605) 582-7360 fax

Item # 7AC
Date: 10/28/24

Date: October 28, 2024

COUNCIL ACTION FORM

Agenda Item: Fire Alarm & Elevator Monitoring for the Nevada Field House

History:

As the Field House nears completion of the first year of operation, we need to renew our agreements for monitoring services for the fire alarm system and the elevator.

Currently Midwest Alarm is providing those services at a cost of \$1,200.00 year. That agreement expires on December 14, 2024. Midwest Alarm has been good to work with, and we have not any issues with their service.

I have reached out to get pricing for service that would begin on December 15, 2024. Below is summary.

- Midwest Alarm Services – Urbandale, IA - \$1,200.00/year for 3 years. No additional charges since cellular dialers are already in place.
- Marshalltown Alarm – Marshalltown, IA - \$987.80/year for monitoring + \$2,948.22 for new cellular dialers. Only do yearly agreements with annual price increases.
- TK Elevator – Urbandale, IA – Will monitor elevator only at no cost if we have an active maintenance agreement in place with them. They have an equipment installation cost of \$4,518.45 for a new dialer. Will do a multi-year agreement for the elevator only.
- Astra Security – Ankeny, IA – No longer provides this service.

Based on the fact that we already have Midwest Alarm and their dialers in place, we feel it is best to continue with them since we can lock in a price for 3 years, and they will provide monitoring for both the fire alarm and elevator as they are doing currently.

Options:

1. Approve monitoring services agreement with Midwest Alarm Services for a cost of \$1,200.00 per year for 3 years.
2. Seek additional pricing that breaks out the fire alarm and elevator separately.
3. Request all new quotes for monitoring services.

Staff Recommendation:

1. Staff recommends accepting Option #1: Approve monitoring services agreement with Midwest Alarm Services for a cost of \$1,200.00 per year for 3 years for monitoring both the fire alarm system and the elevator.

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



Midwest Alarm Services
 3001 99th Street
 Urbandale, IA 50322
 (515)400-4049

Des Moines 3001 99th St, Urbandale, IA 50322 Ph (515)288.4000

www.midwestalarmservices.com

Midwest Alarm Services Basic Agreement

Midwest Alarm Services. ("Midwest") agrees to furnish CUSTOMER with installation and services described below:

INFORMATION	
Billing Name ("CUSTOMER"): City of Nevada- Nevada Field House Billing Address: 1209 6th St Billing City, State, Zip: Nevada, IA, 50201 Contact Name: Tim Hansen Phone Number: 515-382-4352	Site Name ("Premises"): Nevada Field House Site Address: 1625 Fawcett Pkwy Site City, State, Zip: Nevada, IA, 50201 Email Address: thansen@cityofnevadaiaowa.org Salesperson: Austin Stephens
EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")	
The following Equipment to be Midwest Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:
Fire - CUSTOMER Owned Radio - CUSTOMER Owned	Central Station Online Monitoring Supervisory
INSTALLATION PRICE AND PAYMENT SUMMARY	
Total Installation Price: \$ <u>0</u> (Plus applicable taxes) Deposit Due at Signing: \$ <u>0</u> Balance Due Upon Completion: \$ <u>0</u> Midwest reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	Service Charge: Monthly \$ <u>1,200.00</u> (Plus applicable taxes) Initial Term: <u>36 months</u> Billing Cycle: <u>Annually</u> Monthly service charge is due in advance of each billing cycle.
SCOPE OF WORK	
<ul style="list-style-type: none"> - Central Station Monitoring of the Fire Alarm System via Radio - \$540.00 - Central Station Monitoring of the Elevator via Radio - \$660.00 	

Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("Initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. Midwest may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase. However, if CUSTOMER notifies Midwest in writing within thirty (30) days after the effective date of the increased charges that CUSTOMER is unwilling to pay the increased charges, Midwest will, at its sole option, either terminate this Agreement as if the term had expired or, in the alternative, continue the prior charges and will allow this Agreement to remain in full force and effect without further notice. Failure to notify Midwest in writing within thirty (30) days after the effective date of the increased charges will constitute CUSTOMER's acceptance of such increased charges.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am - 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of Midwest.
6. When this Agreement includes cellular communicator futureproof protection, Midwest will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, Midwest will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by Midwest technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes Midwest to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. Midwest is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. Midwest shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER'S premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify Midwest of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any Midwest Service Agreement. Midwest recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to Midwest. CUSTOMER shall be liable for attorney's fees and costs incurred by Midwest to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, Midwest shall have no further obligation to perform under this Agreement and may remove any Midwest owned equipment or alternately abandon all or any portion of the System.
10. Midwest hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, Midwest will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than Midwest, or any other cause other than normal wear and tear. MIDWEST MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Midwest does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Midwest is not liable for consequential or incidental damages.
11. Midwest, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by Midwest (collectively "Midwest / SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER'S property or value of the contents thereon. Midwest/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if Midwest/SUPPLIERS is found liable for loss or damage due to failure of Midwest/SUPPLIERS to perform any of the obligations herein, SUCH LIABILITY SHALL BE LIMITED TO THE SUM, AS APPLICABLE, OF THE TOTAL INSTALLATION PRICE STATED ON PAGE 1 OF THIS AGREEMENT AND THE TOTAL MONTHLY SERVICE CHARGES FOR THE INITIAL TERM OF THIS AGREEMENT. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of Midwest/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein are reflected in the pricing of the System to be provided by Midwest to CUSTOMER hereunder.
12. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Midwest/SUPPLIERS, FROM ANY LOSS, COST OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ON ACCOUNT OF ANY CLAIM FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) BY ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE OPERATION OR NONOPERATION OF THE SYSTEM, UNLESS MIDWEST/SUPPLIERS WAS GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases Midwest/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to Midwest to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against Midwest/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against Midwest/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against Midwest/SUPPLIERS.
15. This instrument contains the entire Agreement between CUSTOMER and Midwest with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of Midwest, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by Midwest in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND Midwest to be binding.
18. Midwest shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by Midwest of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Midwest at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of Midwest regarding the return shipment of the goods at Midwest's expense and risk. If you make the goods available to Midwest and Midwest does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Midwest, or if you agree to return the goods to Midwest and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed: _____
SIGNATURE
TITLE
DATE

Approved:
 Midwest Alarm Services

Signed: _____ Date: _____

System installed and operative this _____ day of _____, 20_____.



MARSHALLTOWN ALARM

P.O. Box 1263 • Marshalltown, IA 50158
641-758-3400 • office@marshalltownalarm.com

PROPOSAL SUMMARY

Proposal Submitted To City of Nevada	Job/WD #	Phone 515-382-4352	Date 10/4/2024
Street 825 15th. Street PO Box 530	Job Name Elevator Cellular Communicator		
City, State, Zip Code Nevada, Iowa 50201	Job Location Field House Building		
Attention Tim Hanson	Date of Plans	Terms	

Marshalltown Alarms is pleased to have the opportunity to quote this project.

Install and program a Rath cellular communicator to work with the TK elevator phone system. The cost of the equipment and installation will be \$2,058.80 this includes the 2 year activation of the SIM card in the communicator. The annual cost of monitoring with Marshalltown Alarm will be \$493.90.

The elevator service tech will be needed to program the new central station numbers into the phone elevator.

This quote does NOT include painting or repair of walls or ceiling if required

We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of

Two thousand fifty-eight dollars and 80/100's

\$2,058.80 tax is not included

Payment to be made as follows:

To be paid with-in 30 days of receipt of invoice.

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

Bill Heckel

Note: This proposal may be withdrawn by us if not accepted within 30 days of the above date.

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

Signature _____

Date _____



MARSHALLTOWN ALARM

P.O. Box 1263 • Marshalltown, IA 50158
641-758-3400 • office@marshalltownalarm.com

PROPOSAL SUMMARY

Proposal Submitted To	Job/NO #	Phone	Date
City of Nevada		515-382-4352	10/4/2024
Street		Job Name	
825 15 th Street PO Box 530		Fire Alarm Cellular Communicator	
City, State, Zip Code		Job Location	
Nevada, Iowa 50201		Field House Building	
Attention	Date of Plans	Terms	
Tim Hanson			
<p>Marshalltown Alarms is pleased to have the opportunity to quote this project.</p> <p>Install and program a fire alarm rated cellular communicator to report activity from the Honeywell NFW-100X fire panel. Daily test signals, Trouble alerts and supervisory fire alarms will be monitored by Marshalltown Alarm. The cost of the equipment and installation will be \$889.42 and the annual cost of monitoring this system will be \$493.90.</p> <p>This quote does NOT include painting or repair of walls or ceiling if required</p>			
<p>We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of</p> <p>Eight hundred eight nine dollars and 42/100's \$889.42 tax is not included</p> <p>Payment to be made as follows: To be paid with-in 30 days of receipt of invoice.</p>			
<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.</p>		<p>_____ Bill Heckel</p> <p>Note: This proposal may be withdrawn by us if not accepted within 30 days of the above date.</p>	
<p>Acceptance of Proposal - the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>			
Signature _____		Date _____	

Repair Work Order



October 14, 2024

Purchaser: CITY OF NEVADA
Address: 1209 6TH ST
NEVADA, IA 50201-1536

Location: NEVADA FIELD HOUSE
Address: 1717 FAWCETT PKWY
NEVADA, IA 50201-1536

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Four Thousand Five Hundred Eighteen Dollars and Forty Five Cents (\$4,518.45)** plus any applicable sales or excise tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	TKE ID	Description	Repair category
USV1031200	USV1031200	Cell Dialer	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at .

We appreciate your consideration.

Regards,

Bailey Caldwell
TK Elevator Corporation
4671 121st Street
Urbandale IA 50323
bailey.caldwell@tkelevator.com |

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Cell Dialer

TK Elevator will furnish and install a new cell dialer that is compatible with the current phone and can be programmed to TKE monitoring.

The cost of this scope of work includes, at TK Elevator's election, the installation of a remote-monitoring device (a "Device") to those elevators at the location listed above ("Units") and connection of the Device to TK Elevator's cloud-based Internet of Things platform known as "MAX." With the installation of the Device and its connection to MAX, information obtained via machine learning may be sent to TK Elevator's technicians in connection with any service contract Purchaser has with TK Elevator that covers the Units to promote early diagnosis, faster fixes and reduced downtime at no additional charge.

Payment Terms

100% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 0% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$4,518.45
Estimated tax:	7.0000	\$316.29
Estimated contract price:		\$4,834.74
Initial progress payment:	(100%)	\$4,834.74

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Purchaser consents and authorizes TK Elevator (1) to access Purchaser's premises to install and connect a Device to the Units and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator and because the Device is being installed for the sole use and benefit of TK Elevator's personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights

Repair Work Order



and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

CITY OF NEVADA (Purchaser): TK Elevator Corporation Management Approval

By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Michael Wallace Branch Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST
Contract Number: USC025220.NG.1.0

CITY OF NEVADA
1209 6TH ST
NEVADA IA, 50201-1536

Date	Terms	Reference ID	Customer Reference # / PO
October 14, 2024	Immediate	70006	
Total Contract Price:			\$4,518.45
Estimated Tax:		7.0000	\$316.29
Estimated Invoice Amount (Incl. of taxes)			\$4,834.74
Down Payment:		(100%)	\$4,834.74

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at . To make a payment by phone, please call 678-904-1470 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/iq/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: CITY OF NEVADA

Location Name:

Customer Number: 8022017

Quote Number: 2024-2-1789144

Reference ID: 70006

Remittance Amount: \$4,834.74

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656

Item # 7B
Date: 10/28/24

Date: October 28, 2024

COUNCIL ACTION FORM

Agenda Item: Replacement of Parking Lot Light Fixtures at SCORE and Replacement of Street Lights along Fawcett Parkway

History:

The City of Nevada was able to obtain new LED fixtures to replace the parking lot lights in both parking lots at SCORE as well as replace the street lights along Fawcett Parkway. These fixtures were obtained through a funding source with Alliant Energy at a cost of \$1.00/fixture. There will be 39 fixtures replaced at SCORE and 20 fixtures replaced along Fawcett Parkway. As a recipient of those reduced cost fixtures, the City of Nevada is responsible for securing and paying for the installation.

A Request for Proposal was sent to 3 electrical firms to provide pricing for installation. The following is a summary of the responses to that RFP.

Williamson Electric – Nevada, IA.....	\$7,945.00
Nelson Electric – Ames, IA.....	\$8,090.00
Shill Electric – Nevada, IA.....	No Price

Options:

1. Proceed with the project at a cost of \$7,945.00 from Williamson Electric.
2. Revise and issue new RFP documents in an effort to get additional pricing.
3. Do nothing at this time.

Staff Recommendation:

1. Staff recommends accepting Option #1: Proceed with the project at a cost of \$7,945.00 from Williamson Electric.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at thansen@cityofnevadaiaowa.org, or Joe Mousel at 382-4813 (office) or by email at jmousel@cityofnevadaiaowa.org.



October 8, 2024

From: Tim Hansen, Director of Parks and Recreation

Re: Request for Proposal – LED Light Installation

COPY

The City of Nevada Parks and Recreation Department and Public Works Department are requesting proposals for the installation of new LED fixtures to be installed in the parking lots at SCORE Recreation/Athletic Complex and along Fawcett Parkway.

General Information:

- This proposal will be for removing the existing fixtures and installing new fixtures on the existing poles.
- The fixtures and mounting brackets have already been purchased. To see fixtures, please contact individuals below for site inspection.
- SCORE Recreation/Athletic Complex parking lots have 39 fixtures spread across 2 parking lots.
- Fawcett Parkway has 20 fixtures spread out along the north and south sides of the roadway.
- Disposal of the old fixtures will be the responsibility of the contractor.
- Any unforeseen work (i.e. – wiring repairs) associated with this project will need to be coordinated through the City for approval.

For site inspection at SCORE Recreation/Athletic Complex please contact:

Tim Hansen
Director of Parks and Recreation, City of Nevada
1625 Fawcett Parkway
Nevada, IA 50201
(515)382-4352
thansen@cityofnevadaiaowa.org

For site inspection on Fawcett Parkway please contact:

Joe Mousel
Street Supervisor, City of Nevada
1410 8th Street
Nevada, IA 50201
(515)382-4813
jmousel@cityofnevadaiaowa.org

Proposals Due:

- Date: Friday, October 18, 2024
- Time: 4:00 pm.
- Location: Nevada City Hall, 1209 6th Street, Nevada, IA 50201
- Attention: LED Light Installation Project – SCORE Park/Fawcett Parkway

Project Completion Date: December 31, 2024

Vendor	Location	Price
Williamson Electric Attn: Jeremy Williamson P.O. Box 82 Nevada, IA 50201	SCORE Recreation/Athletic Complex	
	Fawcett Parkway	

Please add any additional information below that you feel is necessary to accompany your proposal.

The City of Nevada reserves the right to reject any/all proposals or parts there-of.

Williamson Electric Inc
PO Box 82
Nevada, IA 50201



Estimate

ESTIMATE # 1136
DATE 10/18/2024
EXPIRATION DATE 11/18/2024

ADDRESS
Nevada Parks & Rec
825 15th St
Nevada, IA 50201

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

JOB DESCRIPTION
Pole Lights Retrofit

PROJECT LOCATION
SCORE Park / Fawcett Pkwy

DATE	DESCRIPTION	AMOUNT
10/18/2024	SCORE Park Parking Lots - Retrofit LED luminaires onto existing poles using existing conductors - Luminaires provided by City of Nevada	4,922.00
10/18/2024	Fawcett Parkway - Retrofit LED luminaires onto existing poles using existing conductors - Luminaires provided by City of Nevada	3,023.00

Current luminaire disposal included

SUBTOTAL
TAX
TOTAL

7,945.00
0.00

This proposal can not guarantee a December 31, 2024 completion date

Project priority will be:

- 1) Fawcett Parkway
- 2) East SCORE Parking lot: North to South
- 3) West SCORE Parking lot: North to South

Accepted By

Accepted Date

Proposals Due:

- Date: Friday, October 18, 2024
- Time: 4:00 pm.
- Location: Nevada City Hall, 1209 6th Street, Nevada, IA 50201
- Attention: LED Light Installation Project – SCORE Park/Fawcett Parkway

Project Completion Date: December 31, 2024

Vendor	Location	Price
Nelson Electric 239 South Bell Ave. Ames, IA 50010	SCORE Recreation/Athletic Complex	\$3690
	Fawcett Parkway	\$4400

Please add any additional information below that you feel is necessary to accompany your proposal.

The City of Nevada reserves the right to reject any/all proposals or parts there-of.

Item # 7C
Date: 10/28/24

COUNCIL ACTION FORM

AGENDA ITEM:
Library Skylight Replacements

HISTORY:
Fall of 2023 and Spring 2024, the library began having small roof leaks in various places. Central States repaired those leaks and informed me that the skylights were probably original to the building (1990) and had many cracks in them. We began looking into replacing the skylights and pulled 3 quotes to start. The library board initially rejected all three quotes (Central States, Iowa Roofing, and Academy Roofing) because they all encompassed different things. I went back to the companies to request a breakdown of parts and labor for 11 skylight replacements. Only Iowa Roofing and Central States sent new quotes. At the Library Board meeting on 10/21/24, Andrew Frantzen from Central States spoke to the board and answered questions. The Library Board approved the quote from Central States.

- OPTIONS:**
1. Central States Roofing
 - a. Labor - \$1,545.00
 - b. Material - \$8,930.00
 - c. Crane Cost - \$1,035.00
 - d. **TOTAL - \$11,510.00**
 2. Iowa Roofing Company
 - a. Labor and materials for crickets and landfill fees - \$6,720.00
 - b. Skylight Materials - \$11,595.00
 - c. **TOTAL - \$18,315.00**

STAFF'S RECOMMENDED ACTION:
Proceed with Option 1: Central States quote to purchase and install 11 new skylights.

PROPOSAL

CENTRAL STATES ROOFING

1811 E. Lincoln Way | PO Box 490, Ames, IA 50010 | 515-232-9133

TO: Nevada Public Library
631 K Ave
Nevada, Iowa 50201

September 4th, 2024

RE: Install 11 new skylight domes on the Nevada Public Library

We Propose the following scope of work:

1. Set up a crane on the South side of the library to get skylights on and off the roof.
2. Remove the existing broken skylights. We will dispose of old skylights at the landfill.
3. Install (11) new skylights that are broken on the existing roofing system.

Estimated Labor Cost --- \$1,545.00
Estimated Material Cost --- \$8,930.00
Crane Cost --- \$1,035.00
BASE PRICE --- \$11,510.00

NOTE: We will need to coordinate with the owner for access for our crane to get materials and equipment on the roof. We have not included sales tax in our bid.

All terms on this proposal override any terms on any plans or specifications. Any changes to this proposal must be agreed to by both parties before being binding. Any terms on your contract form are not considered to be agreed to by Central States Roofing (CSR) until we have signed your contract and at that point this proposals terms still override your contract form even if you have not signed this proposal form. CSR may be excused from this obligation to perform under this agreement if conditions are uncovered after this agreement is made; if work has already commenced you are responsible to reimburse CSR for associated costs related to discontinuing the work or changes in work required. You understand and agree that CSR shall have no responsibility at any time during or after completion of the work for damages of any kind to person or property located below the installed or repaired roof membrane regardless of cause including leaks or other weather-oriented sources and also specifically excludes all responsibility for any and all mold growth and related issues. Owner agrees to hold harmless and protect CSR for any claims brought about for any reason after the work under this agreement has been completed, again to specifically include leaks and mold. Owner also agrees to hold harmless and protect CSR for any claims brought about during the work under this agreement unless it is specifically caused exclusively by a negligent act of CSR. Under this proposal you understand CSR never has responsibility to pay for any claims, repairs, damage, etc. on anything below the roof level. This proposal becomes complete when one copy is signed and returned to our office. This proposal becomes complete upon completion of all work and an invoice is delivered to you; at that time payment terms are net cash. At time of completion either a manufacturer's or a CSR warranty will be issued and no other warranties implied or other apply to you. Any warranty is not transferable unless agreed to by CSR. This proposal shall be subject to review 30 days after delivery to owner.

By _____

Date _____

By

Andrew Swartz 515-460-7010
andrew@csroofing.com



July 15, 2024

1077-24

Erin Coughlin
Nevada Public Library
631 K Avenue
Nevada, IA 50201

We are pleased to present the following proposal for your review to replace eleven (11) skylights on your building. The scope of the services we intend to provide will be:

- *Remove the existing skylights and dispose of debris.
- *Add new flashings on skylight curbs to seal holes and detached flashings.
- *Install new skylights and attached to existing roof curbs.
- *Install new crickets at each skylight curb.

The cost of eleven (11) skylights will be: \$11,595.00.

The cost of workmanship, materials for crickets and landfill fees will be: \$6,720.00.

Availability is approximately 6 weeks from the order date.

Terms: Due on receipt of invoice.

Thank you for the opportunity to submit our proposal for the project. We look forward to working with you.

Sincerely,
Lance Ingle
Iowa Roofing Company



Item # 7D
Date: 10/28/24

City Hall | 1209 6th Street | Nevada, LA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502

October 2024

TO: City Council

I have added a Neighborhood Improvement Incentive Program Application from Flummerfelt Homes for their work at Sunridge Estates. The cleaning and removal of dilapidated mobile homes has made a dramatic impact on the property. The condition of living for the residence continues to move in a positive direction. I have received the proper paperwork for six (6) of the mobile home that were demolished. It is my recommendation we award Flummerfelt Homes \$26,855.00.

Respectfully,

Ryan Hutton
Building and Zoning Official

Flummerfelt Manufactured Homes, Sunridge Estates

4/24/2023

Neighborhood Improvement Incentive Program (NIIP) Application

<u>Demo Date</u>	<u>Lot #</u>	<u>Cost</u>	<u>Asbestos</u>	<u>Total Cost</u>	<u>NIIP Reimb (1/2)</u>
8/10/2022	4	7,250	5,345	12595	6297.5
1/13/2023	201	7,250	435	7685	3842.5
3/24/2023	210	7,250	0	7250	3625
1/13/2023	301	7,000	225	7225	3612.5
1/13/2023	409	7,250	4485	11735	5867.5
1/13/2023	501	6,000	1220	7220	3610

Reimbursement Request:	\$ 26,855.00
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RESOLUTION NO. 035 (2024/2025)

A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVES APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY ELITE GUTTERS DBA ELITE EXTERIORS FOR A HOUSING PROJECT IN NEVADA, IOWA

WHEREAS, previously the City of Nevada, Iowa, through Resolution No. 087 (2023/2024) supported a Workforce Housing Tax Incentive Application for Diamond F Properties who proposed to construct four, 3 bedroom/2 bath, single family homes and invest \$1,200,000 in the City of Nevada, Iowa; and

WHEREAS, Diamond F Properties has decided to rescind their intent to construct the project and Elite Gutters d/b/a Elite Exteriors has committed to the project; and

WHEREAS, The Iowa Economic Development Authority has agreed to transfer the tax credits from Diamond F Properties to Elite Gutters d/b/a Elite Exteriors (“Developer”); and

WHEREAS, the proposed project will support the City’s efforts to create new housing opportunities for a growing workforce within the community and address a critical need for housing in Nevada; and

WHEREAS, the City of Nevada created the Urban Revitalization Area Plan in June of 1992, along with amendments, which will provide assistance to the project in the form of residential property tax abatements; and

WHEREAS, the Developer’s application to the Workforce Housing Tax Incentive Program will provide necessary tax credits and other benefits which will directly contribute to the success of the development; and

WHEREAS the City supports said application to the Iowa Economic Development Authority (IEDA) for state tax incentives under the Workforce Housing Tax Incentive Program for its 4-home development project in Nevada; and

WHEREAS the IEDA’s Workforce Housing Tax Credit allows developers tax incentives that include a refund of sales, service or use taxes paid during construction; and

WHEREAS, the Developer has requested that the City declare its intent to fulfill the Local Contribution Requirement and provide future fiscal support to the Project through (a) a \$30,000 incentive per home if the buyer is LMI eligible or (b) \$1,000 per home if the buyer is above the LMI wage threshold

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA:

1. The City Council of the City of Nevada, hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Elite Gutters d/b/a Elite Exteriors, for necessary tax credits and other benefits directly contributing to the success of the development at 436 11th Street, Nevada, Iowa.
2. The Developer will commit to undertaking the Project, investing certain minimum amount of dollars into the Project and meeting certain performance benchmarks with respect to the completion, maintenance, use and operation of the project;
3. In order to satisfy the Local Contribution requirement the City will provide support with property tax abatements and LMI Eligible buyers \$30,000 per home incentive or non LMI Eligible buyers a \$1,000 per home incentive
4. The Mayor and City Administrator/Clerk are hereby authorized to sign such documentation as may be reasonably requested by the Developer to show the City's support for the Project and the corresponding application for grant assistance, provided that such documentation is consistent with the terms of this Resolution.
5. Both the City and Developer acknowledge that the City's commitment in this Section is merely a present statement of intent and that the City Council and Developer will enter into a Development Agreement consistent with the terms of this Resolution.

Passed and Approved this 28th day of October, 2024.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Erin Mousel

From: Brenda Dryer <brenda@amesalliance.com>
Sent: Wednesday, October 16, 2024 12:40 PM
To: Erin Mousel; Jordan Cook
Subject: RESOLUTION NEEDED - October 28th Council Meeting

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

Good afternoon, Erin.

Diamond F will be walking away from their Workforce Housing Tax Credit award. I have shared this documentation with Jordan.

The State has agreed to transfer these tax credits to **ELITE GUTTERS DBA ELITE EXTERIORS**. We need a new resolution from the City of Nevada reflecting this change.

Can you look at Resolution No. 087 and adjust the developer's name to what is noted above, and give it a new number?

Jordan – I will plan to be at the Council meeting in case there are questions.

Thank you both!

Brenda S. Dryer
Senior Vice President



515.232.2310 main
641.420.3556 cell

www.AmesAlliance.com

WORKFORCE HOUSING TAX INCENTIVE PROGRAM
AWARD DECLINATION

RECIPIENT:	Diamond F Properties
APPLICATION NUMBER:	564745
PROJECT NAME:	Diamond F Properties - Trailside Nevada

By signing below, Diamond F Properties (Recipient), 837 W Maple, Nevada, IA 50201 acknowledge the following:

1. Recipient does not intend to build the project as presented in the application identified above.
2. Recipient is entitled to receive the Workforce Housing Tax Incentive Program award (Award) made pursuant to the application identified above.
3. The Award is hereby irrevocably declined by Recipient as of the latest date signed below.
4. The individual signing below has full authority to sign this declination on behalf of Recipient.

Recipient may make additional applications for the Workforce Housing Tax Incentive Program during subsequent application periods.

FOR RECIPIENT:



Matt Flummerfelt (Oct 16, 2024 10:09 CDT)

Matthew Flummerfelt, Owner

10/16/2024

DATE

RESOLUTION NO. 036 (2024/2025)

Resolution fixing the date of meeting at which it is proposed to approve and authorize the sale of real property

WHEREAS, the City of Nevada, Iowa (the “City”) owns certain real property (the “Property”) which is legally described as follows:

Lot 3 in Airport Road Plat 6 to Nevada, Story County, Iowa; and

WHEREAS, it has been proposed that the City sell the Property to Nevada Economic Development Council, Inc. (“NEDC”) pursuant to the terms of a certain Real Estate Purchase and Sale Agreement (the “Purchase Agreement”); and

WHEREAS, under the Purchase Agreement NEDC will undertake the marketing and sale of the Property to commercial and industrial developers at a minimum price of \$15,000 per acre (the “Minimum Resale Price”): and

WHEREAS, under the Purchase Agreement, NEDC will agree that at such time that NEDC sells the Property or any portion thereof to a commercial or industrial developer that NEDC shall remit proceeds (the “Net Resale Proceeds”) to the City in an amount equal to Minimum Resale Price plus fifty (50%) of the proceeds received by NEDC over the Minimum Resale Price; and

WHEREAS, under the Purchase Agreement, NEDC will agree that the price (the “Purchase Price”) for NEDC to purchase the Property from the City shall be \$1.00 plus the aggregate Net Resale Proceeds; and

WHEREAS, Section 364.7 of the Code of Iowa requires that, before a city may dispose of an interest in real property by sale, the city must set forth its proposal in a resolution and publish notice as provided in Section 362.3, of the date, time and place of a public hearing on the proposal;

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

Section 1. The City Council will hold a public hearing on the proposal to sell the Property as set out in the preamble hereof at 6:00 p.m., on November 12, 2024, at the Nevada City Hall Council Chambers, in the City.

Section 2. The City Clerk is hereby authorized and directed to give notice of the public hearing on the proposal to sell the Property, by publication, at least once, not less than four (4) and not more than twenty (20) days before the date of the hearing, in a newspaper of general circulation in the City. Such notice shall be substantially in the form which is attached to this Resolution.

Section 3. The City Council hereby finds that fair market value for conveyance of the Property is the Purchase Price as defined in the preamble hereof.

Section 4. All resolutions or parts thereof which are in conflict herewith are hereby repealed.

Passed and approved this October 28, 2024.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

NOTICE OF HEARING ON RESOLUTION TO DISPOSE OF PROPERTY

Notice Is Hereby Given: That at 6:00 p.m., at the Nevada City Hall Council Chambers, Nevada, Iowa, on November 12, 2024, the City Council of the City of Nevada, Iowa, will hold a public hearing on the question of selling certain real property (the "Property") owned by the City, pursuant to Section 364.7 of the Code of Iowa, which is legally described as follows:

Lot 3 in Airport Road Plat 6 to Nevada, Story County, Iowa

The proposed sale of the Property would be to Nevada Economic Development, Inc. ("NEDC") in accordance with the terms and conditions of a proposed Real Estate Purchase and Sale Agreement (the "Purchase Agreement") in substantially the form on file with the City Clerk and a resolution adopted by the City Council on October 28, 2024 setting forth terms of the proposal to sell the Property to NEDC.

At said hearing, oral or written comments or objections may be filed or made, and, following the hearing, the City Council will, at that meeting or a later meeting, make a final determination on the proposal, in accordance with Section 364.7 of the Code of Iowa.

By order of the City Council of the City of Nevada, Iowa.

Kerin Wright
City Clerk

• • • •

On motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

October 24, 2024

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: Disposition of Real Property
Our File No. 420131-125

Dear Jordan:

We have prepared and attached proceedings to enable the City Council to act on October 28th to set November 12th as the date for a hearing on the proposal to sell certain real property to NEDC.

The documents attached include the following items:

1. Resolution fixing the date of meeting at which time it is proposed to hold the public hearing and to take action to sell the property.

The form of notice is set out following the resolution.

2. Attestation Certificate with respect to the validity of the transcript.

3. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Nevada.

As soon as the notice appears in the newspaper, please have a copy emailed to wingfield.nathaniel@dorsey.com.

As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please call John Danos or me.

Kind regards,

Amy Bjork

cc: Kerin Wright
Erin Mousel



1012300110
NEVADA, CITY OF (Deed)
Acres: 51.20
Value: \$99,100
[View Report](#) | [Soil Report](#) | [Picometry](#) | [Imagery](#) | [Google Maps](#)

City Administrators Report

October 9th-October 23rd, 2024

Trailside

Originally, Diamond F was slated to build additional housing for this area but have recently decided against it. Brenda has been working with another group that is interested and they plan to build houses in the area. The workforce housing tax credits were awarded to Diamond F but will be transferred to Elite. This will be on the agenda to do so as it takes council action for the state to allow this.

Alliant Energy Roundtable

Brett and I went to the Alliant Energy Leadership Roundtable discussion and learned about their plans on increases, economic development and ways to limit impact in the event a storm happens. We found out the increase to residential will be around 5% while businesses will be seeing closer to a 15% increase on their bills. One improvement they have been working on is burying their lines to limit impact for occurrences such as Derecho.

Ag Breakfast

Went to the Agriculture Breakfast on the 11th and had the opportunity to hear the CEO of Vermeer speak. He had a lot of interesting facts about the start up of the company and how his grandfather built a mechanism for himself to make it easier to farm and his neighbor saw this and asked him to build one for him as well which was the start of their business. Overall, it was a very interesting session and I learned quite a bit. It is a family-owned operation to this day and he is the 3rd generation CEO. His mother is the former CEO and while she was in charge, both her and her brother implemented a policy in place that in order for family members to work there they were required to get a college education and have a different career path before they were allowed to work at Vermeer.

Recodification Work Session

Before our last council meeting, Erin M, Erin C, Kerin, Chris and I sat down and went over all the questions Simmering and Cory had about our codes so they can get this recodified. We made it halfway through and plan on updating the rest on Monday before our next council meeting. We will then send the updates back to Simmering and Cory so they can begin the process. There have been a lot of codes added and changed whether it was from us or the State updating theirs. It will be nice to see the library updated and reflect the most accurate information when citizens have questions.

Audits

We have had two audits, one for the Nevada Foundation and one for the City. Overall, the City's audit this year went very well. A few things they brought up was some items were taxed so we will need to do a better job of doing as well as a resolution we have in place for funerals. We have had this one come up in the past but the state code allows this as long as we provide and have the proper documentation which we do. As for the Nevada foundation, they had a few more reports but are able to fix those when we have other factors in place. One of the things that was brought up was segregation of duties which the city has been dinged for this in the past but Nevada foundation will be able to put different factors in place to help separate these. Another item was the use of a debit card. This is for PPL and there will be a separate account in the future so this will not be an issue moving forward. The other item on the list was reconciliations, currently, we track this with excel but will be looking for other ways to do this so we can take that off the list in the future as well.

Splash Pad

We had presentations from the top two RFP's last week and both were good, we will now wait for the Parks and Recreation Board to make their recommendation to the council on who to choose. I do not know if this will be on the current agenda or next but will be on one or the other. This project is proposing to be open in late May of 26'.

Our Nevada Magazine

We had our meeting with all the parties involved in the Nevada Magazine and it went well, the good news is it is not increasing this year. We were fortunate as it has gone up every year. We will be doing something a little different for the opener this year as the opener in the past has some times been what are in the articles and there are times people do not always know what to put in it so we will be mixing it up with having the "seasons of giving" for 4 of the 12 openers.

Urban Revitalization

We will be updating the Urban Revitalization plan to include buildings that are repurposed into housing. This was prompted by Capstone so we will not have to write a Development Agreement. This will add language to include to allow a 10-year sliding scale for certain projects such as this one.

Trail Project

Construct is supposed to be here on Thursday to finish the ADA intersections. They will be finishing up 9th and H and move over to the trail after this is completed.

WW Updates

Majority of the work has been completed from the tornado damage and WBCI will be starting the well so we can have water at the new plant. Boomerang is making progress slowly but making progress and will be pouring concrete next week around the lift station.

NEDC

This is completed, we are updating Urban Renewal Area and then will have this agreement on the agenda in November.

Wayfinding signs

One of the committees mentioned there were some visibility issues and thought the colors didn't really flow with the Downtown theme so Emily will be reaching out to Brandon to change the color a little bit. We will be making them black with the green lettering rather than grey color. We will wait and get a mockup so we can see how they look when its finished.

Monthly Meetings

WWTP

MSN

NEDC Exec

Alliance Board of Directors meeting



STAFF MEETING AGENDA
Monday, October 21st @ 9:00 A.M

- a. City Administrator
 - i. Trail Project
 - ii. Capstone
 - iii. CIP
 - iv. Lead and Copper report
 - v. WW
 - 1. Verbio
 - 2. GFS
 - 3. Priority Envelope
 - 4. Burke
 - vi. Splash Pad
 - vii. East Industrial
 - viii. West Industrial
 - ix. Old DQ
 - x. WWTP
 - xi. Front Digital Sign
 - xii. Leadership Training
 - 1. Personalized Action Plan
 - 2. Accountability
 - 3. Issues
 - 4. Impact
 - 5. Providing a caring and supporting relationship

City Council:

Continuing to process permits.

Getting ready to start nuisances for yard waste and junk collection.

The road project around the Elementary School is nearing the end of construction.

I have submitted reimbursement for Neighborhood Improvement Incentive Program for \$26,855.00

I have submitted a final plat revision for Oak Park Estates.

Respectfully,

Ryan Hutton
Building and Zoning Official