



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 11, 2021 – 6:00 P.M.

NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

The Council may be meeting in the Council Chambers, however, seating is very limited to ensure social distancing, all others are encouraged to participate via Zoom, so long as that option is available, due to the COVID-19 Pandemic.

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZhc2ZlQzI9ML0ZOeEI0dz09>

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

Webinar ID: 879 6173 3099 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, January 11th, 2021

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 December 14, 2020
 - B. Approve Payment of Cash Disbursements, including Check Numbers 74931-75053 and Electronic Numbers 878-887 (Inclusive) Totaling \$803,875.43 (See attached list)
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. Approve HR Green, Inc., Professional Services Agreement for the Second SRF Sponsored Project Application
- B. Catalyst Grant for Main Street Nevada/Augustus building
- C. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)
- D. Approve Pay Request No. 1 for the Wastewater Treatment Facility, Phase 1 Project in the amount of \$177,507.50
- E. Resolution No. 061 (2020/2021): A Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$1,360,000 Sewer Revenue Bonds, Series 2021

7. NEW BUSINESS

- A. Request by Robert Ehrig for Credit for Sewer Charges on Utility Account due to usage not going down the sewer
- B. Approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF Worksheets for the FY21/22 Budget.
- C. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering Services for Design Services for the 2021 Street Improvements Project
- D. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering Services to Prepare an AWIA Risk Assessment & Emergency Response Plan
- E. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering to perform the Design, Bidding and Construction Phases for the Jordan Well Abandonment
- F. Approve HR Green, Inc., Master Professional Services Agreement for GIS Services
- G. Resolution No. 062 (2020/2021): A Resolution to Amend Fiscal Year 2020/2021 Salary Range and Pay for Performance Salary Matrix for the Wastewater Supervisor

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

9. ADJOURN

The agenda was posted on the official bulletin board on January 7, 2021, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

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REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 11, 2021 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

6. OLD BUSINESS

- A. Approve HR Green, Inc., Professional Services Agreement for the Second SRF Sponsored Project Application
Enclosed you shall find documentation outlining the request for consultation services in preparation of the application submittal pertaining to incorporate stormwater best management practices.
- B. Catalyst Grant for Main Street Nevada/Augustus building
Henry Corbin with Mainstreet will be presenting to ask for City Support for the Catalyst grant
- C. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)
Enclosed you shall find the resolution to take emergency measures to discuss possible updates
- D. Approve Pay Request No. 1 for the Wastewater Treatment Facility, Phase 1 Project in the amount of \$177,507.50
Enclosed you shall find the contractors application for payment with Wenthold Excavating LLC regarding Phase I of our WWTP
- E. Resolution No. 061 (2020/2021): A Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$1,360,000 Sewer Revenue Bonds, Series 2021
Enclosed you shall find documentation pertaining to the sewer revenue bonds necessary for paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the utility

7. NEW BUSINESS

- A. Request by Robert Ehrig for Credit for Sewer Charges on Utility Account due to usage not going down the sewer
Enclosed you shall find an action form outlining a request to reduce a portion of the amount of their utility bill
- B. Approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF Worksheets for the FY21/22 Budget.
Enclosed you shall find documentation over several accounts pertaining to the city budget
- C. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering Services for Design Services for the 2021 Street Improvements Project
Enclosed you shall find documentation to amend the current master agreement to employ HR Green for design services for proposed street improvements
- D. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering Services to Prepare an AWIA Risk Assessment & Emergency Response Plan

Enclosed you shall find an amendment to the current master agreement with HR Green to asses risk and resilience and our emergency response plan

- E. Approve HR Green, Inc., Amendment to Master Agreement for Municipal Engineering to perform the Design, Bidding and Construction Phases for the Jordan Well Abandonment

Enclosed you shall find documentation to amend agreement with HR Green to properly plug and abandon the city's existing Jordan well no longer in use as well as the requirements, demolition of existing well house building and surface restoration at the well site

- F. Approve HR Green, Inc., Master Professional Services Agreement for GIS Services

Enclosed you shall find a master services agreement for requiring geographical information systems (GIS) to include continued access to GIS web mapping system, database updates and maintenance, additional web GIS development, inventory, and other GIS professional services

- G. Resolution No. 062 (2020/2021): A Resolution to Amend Fiscal Year 2020/2021 Salary Range and Pay for Performance Salary Matrix for the Wastewater Supervisor

Enclosed you shall find resolution to amend current salary range and pay to the recommended amount from APG for the Wastewater supervisor position, we are only amending this position at this time in order to fill the currently vacant position

NEVADA CITY COUNCIL - MONDAY, DECEMBER 14, 2020 6:02 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 6:02 p.m. on Monday, December 14, 2020, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law. Due emergency measures as a result of the COVID-19 Pandemic the meeting was also streamed via Zoom as listed on the agenda at the following location:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIUXZHczZlQI9ML0ZOeEIOdz09>

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Ric Martinez, Shanna Speer, Tim Hansen, Ray Reynolds, Mike Roth, Larry Stevens, Casey Patton and Marlys Barker.

Also in attendance were: Jin Hennge, PJ Hennge and Karla Webb.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

- A. Amend Agreement, Joint Exercise of Governmental Powers and to Establish a Division Line Between Corporate Boundary Lines
1. Public Hearing

At 6:04 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **November 4, 2020**. The public hearing is to **amend the Joint Exercise of Governmental powers and establish a division line between corporate boundary lines.**

There were **no written or oral objections** to the aforementioned recommendation. The public hearing was closed at 6:04 p.m.

2. Resolution No. 055 (2020/2021): A Resolution approving an Amendment to the Annexation Moratorium Agreement with the City of Ames

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 055 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

B. Proposed Annexation of Territory Into the City of Nevada, Iowa
1. Public Hearing

At 6:05 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **November 26, 2020**. The public hearing is for **consideration of annexation**.

City Attorney Clanton read a letter received from Iowa Rural Utilities Association regarding the annexation. There were **no oral objections** to the aforementioned recommendation. The public hearing closed 6:08 p.m.

2. Resolution No. 056 (2020/2021): A Resolution approving the Annexation of Territory into the City of Nevada, Iowa – Verbio Nevada, LLC and Union Pacific Right-of-Way

Motion by Dane Nealson, seconded by Barb Mittman, to **adopt Resolution No. 056 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

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

Motion by Jason Sampson, seconded by Brian Hanson, to **approve the following consent agenda items**:

- A. Approve Minutes of the Regular Meeting held on November 23, 2020
- B. Approve Payment of Cash Disbursements, including Check Numbers 74817-74930 and Electronic Numbers 865-876 (Inclusive) Totaling \$705,512.16 (See attached list)
- C. Approve Financial Reports for Month of October and November, 2020
- D. Approve Renewal of Class "C" Liquor License and Sunday Sales Privileges for MiCasta, 1115 6th St, Effective December 15, 2020
- E. Approval of Shuck-Britson Bridge Inspection Agreement
- F. Approve CIRTPA Representatives for Calendar Year 2021, Larry Stevens-Primary and Casey Patton-Alternate
- G. Approve Lighting proposal (Fire Station and revised City Hall) to LED bulbs and receive rebates from Alliant Energy through their Small Business Energy Solutions Program
- H. Approval of Garbage Licenses for 2021
 - 1. Waste Management
 - 2. Pratt Sanitation
 - 3. Arends Sanitation
 - 4. Aspen Waste

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

6. PUBLIC FORUM

- A. No one was present or requested to address the council.

7. OLD BUSINESS

- A. Central Business District Project, Con-Struct, Inc.
 - 1. Approve Change Order No. 4 in the amount of \$9,257.38

Motion by Brian Hanson, seconded by Sandy Ehrig, to **approve Change Order No. 4 for the Central Business District Project from Con-Struct, Inc. in the amount of \$9,257.38.** After due consideration and discussion the roll was called. Aye: Hanson, Ehrig, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

2. Approve Pay Request No. 9 for the Central Business District Project from Con-Struct Inc., in the amount of \$203,345.20

Motion by Luke Spencer, seconded by Jason Sampson, to **approve Pay Request No. 9 for the Central Business District Project from Con-Struct, Inc. in the amount of \$203,345.20.** After due consideration and discussion the roll was called. Aye: Spencer, Sampson, Ehrig, Hanson, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

B. W Avenue Paving Project, Absolute Concrete

1. Change Order No. 3 in the amount of \$6,853.49

Motion by Barb Mittman, seconded by Sandy Ehrig, to **approve Change Order No. 3 for the W Avenue Paving Project from Absolute Concrete.** After due consideration and discussion the roll was called. Aye: Mittman, Ehrig, Hanson, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

2. Resolution No. 057 (2020/2021): A Resolution accepting the W Avenue Paving Project as Complete

Motion by Dane Nealson, seconded by Barb Mittman, to **adopt Resolution No. 057 (2020/2021).** After due consideration and discussion the roll was called. Aye: Nealson, Mittman, Sampson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

3. Approve Pay Request No. 7 in the amount of \$14,406.12

Motion by Luke Spence, seconded by Dane Nealson, to **approve Pay Request No. 7 for the W Avenue Paving Project from Absolute Concrete in the amount of \$14,406.12.** After due consideration and discussion the roll was called. Aye: Spence, Nealson, Sampson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 058 (2020/2021): A Resolution approving the Economic Development Financial Assistance Contract by Mid States Material Handling & Fabrication, Inc., Vier Enterprises, The City of Nevada and the Iowa Economic Development Authority, Contract Number 21-HQJP-006

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 058 (2020/2021).** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

- D. Resolution No. 059 (2020/2021): A Resolution accepting the SCORE Sanitary Sewer Project as Complete and Authorizing Final Payment with conditions

Motion by Jason Sampson, seconded by Dane Nealson, to **adopt Resolution No. 059 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- E. Discussion and Appropriate Follow-up regarding Emergency Measures during COVID-19 Pandemic and previous Resolution No. 047C (2020/2021)

No action of the council regarding Emergency Measures related to the COVID-19 Pandemic.

8. NEW BUSINESS

- A. Approve Agreement with Consumers Energy to provide service to the new Wastewater Treatment Facility

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve the Agreement with Consumers Energy to provide service to the new Wastewater Treatment Facility**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

- B. Request from Your Life Iowa Crisis and CICS Mobile Response Banners and Yard signs for Display

Motion by Sandy Ehrig, seconded by Dane Nealson, to **approve placement of signs on public property and authorizing staff to decide on the placement**. After due consideration and discussion the roll was called. Aye: Ehrig, Nealson, Sampson, Spence, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

- C. Resolution No. 060 (2020/2021): A Resolution approving Amendment No. 1 to the Intergovernmental Contract with City of Ames regarding Fire and EMS Services in the area Around the Intersection of Highway 30 and Interstate 35

Motion by Brian Hanson, seconded by Jason Sampson, to **adopt Resolution No. 060 (2020/2021)**. After due consideration and discussion the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

- D. Approve Extension of Nevada Senior Citizens Agreement for use of the Nevada Senior Community Center

Motion by Dane Nealson, seconded by Jason Sampson, to **approve extending the Nevada Senior Citizens Agreement for another 3-year term**. After due consideration and discussion the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

9. REPORTS:

City Administrator Cook informed the council on Nextlink and their services.

Mayor Barker noted the fundraising for the Fieldhouse is continuing. Meetings are being held for the next strategic planning. The next phase for planning will be community outreach.

Council Member Mittman reported on a webinar she attended that was on the opioid crisis. Council Member Nealson thanked Main Street Nevada on their Santa Parade. It was well attended.

Director of Fire/EMS Reynolds advised staff will be offered the COVID-19 vaccine beginning on Thursday.

Park and Rec Director Hansen thanked everyone who participated in the Senior Thanksgiving Luncheon. They received a lot of support and served over 460 meals. Spring and Summer activities are being planned and applications for summer staff are being taken.

Public Safety Director Martinez noted over twenty-one bikes were donated to YSS. The hiring process is ongoing. Two slots are being held at the Academy in April and two in August.

City Clerk Wright advised that a Claims list will be sent out on Tuesday, December 22nd for review by the council to pay invoices that are due and to avoid late fees. Work is continuing on the budget and awaiting the valuations from the county to put it all together.

Planning and Zoning Supervisor Cole updated the council on the Central Business District Project and the Wastewater Treatment Facility Phase 1.

City Engineer Stevens advised they have been working on site plans and cost estimates for CIP Planning.

10. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Brian Hanson, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:45 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____
Council Approved: _____

CITY OF NEVADA
CLAIMS REPORT FORT JANUARY 11, 2021 MEETING
12/15/20 THRU 1/22/21

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA 2020 PMT	415.9	880
TREASURER STATE OF IA	SALES TAX 12/1-15/2020	4,834.18	877
TREASURER STATE OF IA	WET 12/1-15/2020	11,384.35	878
FAREWAY	REC-SENIOR LUNCHEON	1,504.53	74931
ARNOLD MOTOR SUPPLY	FD/PKM/WWT-SUPPLIES/RPRS	127.27	74932
CON STRUCT	CBD PROJ PR#9	203,345.20	74933
AMAZON	LIB-MATERIALS	438.94	74934
CENTRAL IA WATER ASSC	WTR-LWE RAW WATER 11/2020	525.59	74935
KEITH COOPER & SONS	SCORE-SE LINE	10,887.50	74936
VINYL GRAPHICS	PD-#88 VINYL	157.89	74937
ABSOLUTE CONCRETE	W AVE PROJ PR#7	14,406.12	74938
FIDELITY SECURITY LIFE	VISION 12/2020	785.36	74946
EFTPS	FED/FICA TAX	30,445.52	879
ICMA	DEFERRED COMP	1,095.00	74943
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	74944
GREAT WESTERN	HSA	217.49	74945
GREAT WESTERN	ADM,OWL MEETINGS	3,741.13	881
WAGeworks	FSA 12222020 PMT	854.03	885
BEN FRANKLIN	LIB-SUPPLIES	4.49	74947
BROWN SUPPLY CO	WTR-PRO-RING	300.32	74948
FAREWAY	REC/STS-SU[LIES	509.18	74949
ALLIANT	CH/STS/SC/CD-UTILITIES	4,558.40	74950
NEVADA VETERINARY CLINIC	PD-ANIMAL CONTROL	79.2	74951
VAN WALL EQUIP	STS-JD TRACTOR LEASE/DIESEL EX FLUID	1,776.37	74952
NEVADA POSTMASTER	UTILITY BILLING	860.66	74953
CAPITAL SANITARY SUPPLY	GH-REPAIR SCRUBBER	774.37	74954
ARNOLD MOTOR SUPPLY	PKM-IDLER PULLEY/LUBE	41.44	74955
IA STATE READY MIX	WWT-CONCRETE	1,320.50	74956
BAKER & TAYLOR	LIB-MATERIALS	1,998.17	74957
GATEHOUSE	PUBLIC NOTICES	854.75	74958
SEE, HAROLD	WWT-REIMB	183.97	74959
IA COMM NTWK	LIB-LONG DISTANCE	8.13	74960
ROBB MORGAN	DERECHO STORM DAMAGE	51,000.00	74961
IA DOT	STS-SUPPLIES	226.2	74962
GOOD AND QUICK	PD-#55 OIL CHANGE	35.77	74963
DEMCO	LIB-BACKPACK/LAMINATE/CD ALBUM PAG	1,078.32	74964
IA IRRIGATION	PKM/CH-FALL SHUT DOWN	783.34	74965
STAPLES CREDIT	PKA-SUPPLIES	160.03	74966
INTL ASSOC OF CHIEFS OF POLICE	PD-MARTINEZ/REYNOLDS/BRANDES/C	415	74967
O'HALLORAN	STS-SUPPLIES	334.91	74968
WINDSTREAM	PD-PHONES	76.07	74969
CONSUMERS ENERGY	ALL-UTILITES	5,873.65	74970

JOHN DEERE FIN	CEM/WWT/REC/PKM/EMS/WTR/FD/STS-S	1,219.59	74971
HR GREEN	WWTF IMPROVMENTS/TRUNK	81,963.56	74972
VANSICKEL PLMG	CH-MENS RR URINAL	296.1	74973
CENTER POINT	LIB-MATERIALS	114.45	74974
BRICK GENTRY	ALL-LEGAL	8,904.30	74975
IA DIVISION OF LABOR SE	CH-BOILER INSPECT	80	74976
JOHNSON CONTROLS	WTR-INSPECTION	1,078.79	74977
A TEAM APPAREL	REC-BBALL SHIRTS	953	74978
CONSTRUCTION MATERIALS	CBD PROJ INSPECTION	612	74979
CENGAGE LEARNING	LIB-MATERIALS	249.25	74980
ALPHA COPIES	ADM-NEWSLETTER	456.5	74981
NUCARA PHARMACY	EMS-ACCU-CHEK	12.69	74982
BLACKHAWK AUTO SPRINKLERS	CH-FIRE SPRINKLER INSPECT	326.94	74983
PRINCIPAL FIN GROUP	ALL-LIFE INSURANCE	574.41	74984
QUADIENT	ALL-POSTAGE	1,000.00	74985
AMAZON	COVID/STS-TAILGATE MOLDING	258.9	74986
KRUCK P & H CO	CH-FALL MNTBELT ON LEIBERT	2,590.16	74987
JEFFERSON HIGHWAY ASSOC	MYR-DUES	35	74988
MYERS, LAURA	PD-POLY BALL/HULL/SILVA/Slice	1,100.00	74989
MINER SUPPLY	PKM-MAXI MELT	1,552.50	74990
STEPHENSON, LORI	REC-VB COACHING	100	74991
JMT TRUCKING	WTR-TRUCKING	612.63	74992
CELLEBRITE	PD-INV SOFTWARE/MIDSTATES DONATION	9,300.00	74993
IA CONCRETE CUTTING	CBD-CONCRETE CUTTING	975	74994
DIGITAL INTELLIGENCE	PD-FORENSIC LAPTOP MIDSTATES	5,291.27	74995
STORY CITY RADIATOR RPR	STS-RADIATOR FLUSH/TUBE RPR	120	74996
ROGGENTIE ELECTRIC	STS-BATTERY CHARGER RPR	243.6	74997
WAGeworks	FSA 2020 PMT	451.79	886
IPERS	IPERS	47,744.43	882
TREASURER STATE OF IA	STATE TAXES	12,819.00	883
EFTPS	FED/FICA TAX	23,056.31	884
AMER'N FAMILY	AFLAC	1,504.66	75002
ICMA	DEFERRED COMP	750	75003
UNITED WAY	UNITED WAY	45	75004
COLLECTION SERVICES CENTER	CHILD SUPPORT	305.71	75005
WELLMARK	HEALTH 1/2021	27,166.40	75006
DELTA DENTAL	DENTAL 1/2021	2,954.64	75007
FIDELITY SECURITY LIFE	VISION 1/2021	785.36	75008
WAGeworks	FSA 2020 PMT	44.79	887
BIG 8 TYRE	PKM-REPLACE ROCK GUARD	21.95	75013
BROWN SUPPLY	WTR-METER GASKETS/COUPLINGS	194.62	75014
ALLIANT	ALL-UTILITIES	25,067.47	75015
PRATT SANI	ALL-GARBAGE SVC	732	75016
VAN WALL	PKM/-MAINT/SUPPLIES	780.7	75017
FELD EQUIPMENT	FD-PUMP BACKPACK	660	75018
COMPUTER RES SPEC	ADM/PD-IT SVCS	2,069.91	75019
ARNOLD MOTOR	STS-GLOVES	52.88	75020

HACH	WTR-CHEMICALS	666.83	75021
IA ASSN MUNICIPAL UTIL	STS/WTR/WWT-CIASSO	1,699.56	75022
BORDER STATES IND	GH-SUPPLES	263.22	75023
IA PARK & RECREATION ASSC	POOL-LANCASTER/BIELENBERG CERT	600	75024
MARY GREELEY	EMS-S NORRIS TRNG	1,375.00	75025
IA DOT	PKM/WWTF PROJ-TUBING	167.36	75026
GOOD AND QUICK	PD-#33 OIL CHANGE	40.86	75027
MCFARLAND	WTR/STS/CEM-DRUG TESTS	160	75028
IA ASSOC OF PROF FIRE CHIEFS	FD-REYNOLDS DUES	100	75029
ACCO	POOL-STENNER MAINT	363.55	75030
GALLS	PD-#602/623 UNIFORM	303.76	75031
MIDIOWA NET	PKA/PKM-INTERNET	82.5	75032
NEVADA HARDWARE	ALL-SUPPLIES	457.89	75033
MID-STATES	PD-2021 MEMBERSHIP FEES	150	75034
REESE ELECTRIC	WWT-CLARIFER REPAIR	478.4	75035
WINDSTREAM	ALL-PHONES	1,916.19	75036
SAMS CLUB	PD/CH-SUPPLIES	49.92	75037
HR GREEN	P&Z-GIS SVCS	86.25	75038
ASCAP	POOL-MUSIC LIC	367	75039
MISSISSIPPI LIME	WTR-QUICKLIME	6,493.33	75040
UNITYPOINT CLINIC	WTR/CEM/STS-DRUG TESTS	181	75041
LANESBORO WEB	ADM-WEBSITE	300	75042
MEDIACOM	ALL-INTERNET SVC	439.89	75043
NEVADA SENIORS	WTR/WWT-UTILITY BILL	225	75044
WEX BANK	ALL-GAS CARDS	4,643.73	75045
BRANDES,CHRISTOPHER	PD-REIMB	95.58	75046
IAWEA, CINDY CLEMENTINE	WWT-IAWEA VIRTUAL MAINT CONF	100	75047
BOUND TREE MEDICAL	EMS-AIS SUPPLIES	27.58	75048
IA DEPT OF PUBLIC SAFETY	PD-ONLINE WARRANTS/ARTICLES	300	75049
THE AUSTIN PETERS GROUP	ALL-WAGE/SALARY STUDY	6,536.25	75050
ONSITE MACHINE Svcs	STS-BUCKET/COMPACTOR BACKHOE	2,280.00	75051
STORY CITY RADIATOR RPR	WWT-GAS TANK FLUSH/LINER	229.36	75052
BARKER, MARLYS	ADM-REIMB	295.35	75053
	Refund Checks Total	157.66	
	Accounts Payable Total	657,428.57	
	Payroll Checks	146,289.20	
	***** REPORT TOTAL *****	803,875.43	
	GENERAL	279,720.91	
	ROAD USE TAX	49,245.40	
	LOCAL OPTION SALES TAX	9,780.57	
	LIBRARY TRUST	1,332.01	
	2019 CIP WORK	14,406.12	
	CBD DOWNTOWN IMPR	204,932.20	
	WATER	70,871.85	
	WATER DEPOSITS	119.02	

SEWER	72,064.11
SEWER CAP IMP PROJECT	82,327.79
LANDFILL/GARBAGE	55.21
STORM WATER	73.5
REVOLVING FUND	17,180.23
FLEX BENEFIT REVOLVING	1,766.51
TOTAL FUNDS	<u>803,875.43</u>

GREAT WESTERN PURCHASING "p" CARD TRANSACTIONS			PRESENTED AT COUNCIL MEETING 09/14/2020 W/CLAIMS			ZUZULZZZ			Electronic Pymt #		
Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT						
12/9/2020	Zoom	REC, CIRT	16.04	23293	001-477-6599						
12/18/2020	Iowa Park and Recreation	POOL, training	270.00	51249195	001-435-6240						
12/21/2020	Prime Video	REC, Jr Theatre movie	10.69	7478661	001-475-6599						
12/21/2020	Breakout	LIB, platform software	50.00	30824	001-410-6595						
11/24/2020	PISWEP	BLD, training	80.00	1282020	001-170-6240						
11/30/2020	Gworks	ADM, W2 forms	137.27	1417	001-620-6599						
12/1/2020	GoDaddy	ADM, website	15.12	1785673123	121-613-6431						
12/2/2020	ISU CPM	ADM, training	50.00	187886	001-613-6240						
12/10/2020	Gworks	ADM, W2 forms	29.39	1499	001-620-6599						
12/15/2020	GoDaddy	ADM, website	21.17	1792354202	121-613-6431						
12/17/2020	Pace Analytical Services	WWT, sample testing	490.00	2060122160	610-816-6480						
12/18/2020	Kirkwood Cont Educ	BLD, training	75.00	466671	001-170-6240						
12/14/2020	National Registry EMT	PD, EMT application fee	80.00	2020173221	001-110-6240						
12/15/2020	Kansas City Star	PD, Recruitment	1,250.00	15448	001-110-6491						
12/16/2020	LEE Ne Media Group	PD, Recruitment	1,597.08	71705	001-110-6491						
12/17/2020	The Wichita Eagle Adv	PD, Recruitment	2,000.00	17913	001-110-6491						
12/17/2020	VistaPrint	PD, Holiday cards	55.15	76A19	001-110-6484						
12/19/2020	Zoom	ADM, virtual meetings	67.98	58314834	001-131-6451						
12/16/2020	Bens Music	PD, Recruitment	43.10	69678	001-110-6491						

POSTING & PAYMENT DATE:

January 19, 2021

City Administrator

I:\Office\Finance\AccountsPayable\Vendors\GreatWesternPurchaseCards,All



PROFESSIONAL SERVICES AGREEMENT

For

**City of Nevada, IA
SRF Sponsored Project Application**

Jordan Cook, City Administrator
City of Nevada
1209 6th Street
Nevada, IA 50201
515-382-5466 x232

Teresa Stadelmann, PE, CFM
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
319-841-4407
HR Green Project Number 191900.01

January 5, 2021

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THIS **AGREEMENT** is between CITY OF NEVADA, IA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT is pursuing Sponsored Project funding from the State Revolving Fund (SRF) to incorporate stormwater best management practices (BMPs) within the local watershed and has requested consulting services for assistance in preparing the application submittal documents. The project feasibility assessment developed for the Fall 2020 SRF Sponsored Project funding cycle will be re-used for the Spring 2021 Sponsored Project funding cycle. CLIENT understands that submitting a Sponsored Project application is no guarantee of receiving project funding.

Details on the scope of this project are included in Section 2.0 of this services agreement.

1.2 Design Criteria/Assumptions

The selected Sponsored Project must improve water quality in the watershed in which the publicly owned wastewater utility is located. The specific water quality concern to be addressed, waterbody, and watershed must be clearly defined. The wastewater utility's governing board will select the watershed or sub-watershed selected for this water resource restoration project application. The board will also select the water quality aspect the project focuses on, such as reducing sediment in stormwater or limiting nutrient enrichment. Projects can be located within a sub-watershed inside municipal boundaries or in an upstream watershed.

Wastewater utilities are required to include Soil and Water Conservation Districts and/or local watershed organizations, Watershed Management Authorities, and County Conservation Boards in project development and planning and design.

Design of the ultimate project(s) – not included in this contract – will be completed in collaboration with IDALS, NRCS, IDNR, and other partner entities as appropriate and required by SRF. Best Management Practice (BMP) designs will follow the guidelines of the Iowa Stormwater Management Manual or NRCS and use SUDAS design standards and specifications where applicable.

The CLIENT and the COMPANY agree that prior written and oral communication from the Iowa Department of Natural Resources (IDNR) SRF Nonpoint Source Program Manager confirmed that the project feasibility assessment developed for the Fall 2020 SRF Sponsored Project funding cycle can be re-submitted for the Spring 2021 SRF Sponsored Project funding cycle.



2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Project Management

Establish a project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with staff assignments corresponding to the schedule. Prepare written instructions for project staff, providing background, names of contacts, communications procedures, responsibilities, schedule and budget information and other important elements for the project. Maintain the system for monitoring progress and expenditures. Conduct a project kickoff meeting with CLIENT to discuss the project approach, budget, and schedule. Establish quality control review and checking procedures for project deliverables. Coordinate with project partners assigned by SRF and identified by CLIENT.

2.2 Project Progress Meetings

Provide on-going communication with CLIENT regarding project status. COMPANY will prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by up to two (2) staff members of the COMPANY.

The following meetings are included with the scope of work:

- Project Kickoff Meeting – one (1) conference call
- Application Document Review – one (1) conference call

2.3 Sponsored Project Application

COMPANY will work with CLIENT to prepare necessary documents to apply for SRF Sponsored Project funding. Specific tasks include:

- a. Revise elements of the feasibility assessment to reflect the current funding cycle requirements.
- b. Complete application forms and deliver to CLIENT for signatures.
- c. Provide proposed project information to CLIENT, who will forward to wastewater utility's bond counsel to obtain required letter of concurrence.
- d. Submit all application materials to SRF.
- e. Up to four (4) hours of follow-up communications with SRF staff to discuss the application and provide any additional requested information.

3.0 Deliverables and Schedules Included in this Agreement

SRF Pre-Application Consultation	December 2020
Submit Draft Feasibility Study Memo to City & Partners	January 26, 2021
Review Draft Memo with City & Partners	February 2, 2021
City Authorizing Resolution for Sponsored Project Application	February 8, 2021
Submit Final Memo to City to forward to Bond Counsel	February 10, 2021
Provide Final Application Forms to City for Signature	February 17, 2021
Submit Completed Application and all Attachments	March 1, 2021



This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

1. Additional funding application assistance not detailed in this scope of services.
2. Public involvement, meetings, and individual property owner meetings.
3. Survey or Geotechnical investigation of the proposed BMP sites.
4. Environmental investigations, reports and other technical studies.
5. Permitting.
6. Legal services necessary to obtain title, easement, or right-of-way for the Project.
7. Easement Negotiations.
8. Final Design Plans and Specifications.
9. Bidding Services.
10. Assistance in legal and regulatory actions.
11. Construction phase services.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None

6.0 Client Responsibilities

CLIENT shall:

1. Designate a person to act as the CLIENT'S representative with respect to the services to be rendered under this agreement. Such person shall have authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to COMPANY'S services for the Project.
2. Assist COMPANY by placing at COMPANY'S disposal all available information pertinent to the Project including previous reports, plans, specifications, shop drawings, test results and other data relative to design or construction of the Project.
3. Arrange for access to and make all provisions for the COMPANY to enter upon public and private property as required for the COMPANY to perform services under this agreement.
4. Examine all sketches, drawings, memoranda, and other documents presented by the COMPANY; obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto.
5. Obtain required authorizing resolution for the sponsored project application.
6. Obtain letter of concurrence with the sponsored project concept from the wastewater utility's bond counsel.



7. Assist in completion of and provide information and signatures for application forms.
8. Participate in all meetings.
9. Provide legal and accounting services as needed by the project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$5,000.00



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.31 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Approved by:

A handwritten signature in black ink, appearing to read 'Teresa Stadelmann', written over a horizontal line.

Printed/Typed Name: Teresa Stadelmann

Title: Vice President Date: 01/05/2021

CITY OF NEVADA, IA

Accepted by:

Printed/Typed Name:

Title: _____ Date: _____

RESOLUTION NO. 047C (2019/2020)

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO TAKE
APPROPRIATE EMERGENCY MEASURES DURING THE COVID-19 PANDEMIC, AMENDED**

WHEREAS, On March 9, 2020, the Honorable Governor Kim Reynolds has declared a State of Public Health Disaster Emergency in response to the outbreak of Novel Coronavirus 2019 (COVID-19); and

WHEREAS, On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, On March 13, 2020, President Donald J. Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, multiple cases of COVID-19 have been confirmed in Iowa, and the Iowa Department of Public Health has determined that community spread of COVID-19 is occurring within our state; and

WHEREAS, the CDC has advised that local governments should take immediate action to limit the spread of the virus through social distancing, cancellation of public meetings, limiting public gatherings and events, and implementing additional public health safety and education measures to prevent, contain and, where possible, to mitigate the impact of the virus; and

WHEREAS, on April 13th, 2020, the Nevada City Council passed Resolution 047A (2019/2020) outlining the terms of the original resolution, and the City Council wishes to make minor revisions to the restrictions set forth in that resolution, and

WHEREAS, the City of Nevada determines it to be in the best interest of the public to delegate certain decision-making authority to the Mayor and City Administrator during this time to avoid the necessity of multiple public meetings during this crisis.

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

1. That, consistent with the declarations of the WHO, the federal government, and the Governor of the State of Iowa, a Declaration of an emergency is hereby established by the City Council of Nevada, Iowa.

2. The Council hereby authorizes the Mayor and City Administrator to conduct such emergency measures as may be appropriate to safeguard the public health, safety and welfare of both our residents and visitors.

3. The Council authorizes a one-time increase of the signing thresholds for the Mayor and City Administrator for signing contracts of \$100,000 and for single checks \$100,000 without the prior approval of Council, but to be presented at the next Council meeting, or on a monthly basis to the Council for ratification.

4. The Council authorizes the Mayor Pro Tem to sign as an alternate signatory on contracts and checks for the Mayor on behalf of the City, should he be unavailable, and for the

City Clerk to sign contracts, checks and agreements on behalf of the City Administrator, should he be unavailable.

5. No checks may be written in relation to any contract authorized under this resolution without certification by the City Clerk that the appropriate funds exist to meet the obligation, nor any contract or agreement entered into without the review and approval of the City Attorney .

6. The Council authorizes the implementation of electronic mechanisms for the conduct of City business, including staff meetings, planning meetings, and telephonic participation by the Council of such Council Meetings and advisory boards and committees as necessary. Such meetings shall be published, as required, recorded and made public on the City website or by email, upon request, as soon as possible.

7. The Council authorizes, consistent with the recommendations of the CDC, the following:

~~a. That all City public events, trainings and meetings and any events, trainings and meetings planned to be held in or on City property are hereby cancelled until further notice, with the status to be reviewed every 30 days.~~

b. That all out-of-state travel or trainings for City business are hereby cancelled, with the status of this prohibition to be reviewed every 30 days and any requests for exceptions for public safety or other essential services to be reviewed on a case by case basis by the City Administrator.

c. The City Administrator may set such safeguards for the public and employees regarding employees that travel out of the area or that become ill as are reasonable to protect the health and safety of staff and the public, consistent with the most current public health guidelines and advisories.

d. That all non-essential programs of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days, and with no exceptions.

~~e. That all non-essential facilities of the City that involve significant interaction with residents or groups from outside the state or region that might increase staff or local residents to an increased threat of exposure to the virus shall be cancelled, with this prohibition to be reviewed every 30 days.~~

f. That the Council authorizes that the Mayor and City Administrator are authorized to enter into any MOU's, shared services agreements, and contracts as may be necessary to provide the continued operation of services in a time of depleted staff or increased need due to this state of emergency with other governmental, quasi-governmental or private entities and may similarly assist other governmental entities, utilities, health services and entities engaged in the delivery of essential services to the community necessary for the continued public health, welfare and safety of the community.

g. That the Council authorizes the Mayor, City Administrator and City Clerk to prepare for, expend resources in anticipation of, and to apply for such state and federal assistance as may be anticipated or allocated as related to the states of emergency.

h. That the Council authorizes the City Clerk to establish an emergency account and to fund said account in the amount of \$250,000 for the tracking and finding of such costs as may result from or be needed to address the health emergency, including: over-time, contract labor, computers, smart phones, electronic equipment and telecommunications

services, etc. as may be necessary for remote and work at home arrangements, and such preventative and safety equipment and supplies as antiseptic, masks, gloves, etc.

PASSED and approved this 22nd day of June, 2020, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member Brian Hanson, seconded by Council Member Dane Nealson, that Resolution No. 047C (2019/2020) be adopted.

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

The Mayor declared Resolution No. 047C (2019/2020) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 047C (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22nd day of June, 2020.

Kerin Wright, City Clerk

Item # 6D
Date: 1/11/2021



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 • Fax 515.278.1846

HRGREEN.COM

January 7, 2021

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

Re: WWTF Improvements – Phase 1: Partial Payment Application #1 Recommendation

Dear Jordan:

Partial Payment Application #1 for the above project was received and reviewed by our office. Wenthold Excavating is requesting payment for: Mobilization; Clearing & Grubbing; Excavation, Class 10 Reuse on site; Topsoil, Onsite, Strip, Salvage & Spread; SWPPP Management; Silt Fence, Installation; and Stabilized Construction Entrance line items.

We agree with the items requested for payment within the period covered by Partial Payment Application #1. Also, all certified payrolls have been received for the work requested in the period covered by Partial Payment Application #1 and there are no outstanding issues.

Overall, we recommend payment in the amount of \$177,507.50 as requested for this partial payment application. If approved, please execute all copies, keep one for your records, return one to Wenthold, and return one to HR Green. Please contact me with any questions regarding this partial payment application.

Sincerely,
HR GREEN, INC.

A handwritten signature in cursive script, appearing to read 'Michael Roth'.

Michael Roth, P.E.
Project Manager

Enclosures

Cc: Cory Wenthold, Wenthold Excavating (via email)
Bryan Spriggs, Wenthold Excavating (via email)

J:\2016\160473.01\Construction\Payment\Pay_Estimates\#1\Hr-010721-Pay_Request_#1_recommendation-Nevada_WWTF_Ph_1.docx

TO OWNER: City of Nevada
 PROJECT: Nevada WWTF
 FROM CONTRACTOR: HR Green, Inc.
 Wenthold Excavating LLC ARCHITECT: SVPA Architects
 PERIOD TO: 12/31/2020
 PROJECT NOS:

CONTRACT FOR: Nevada WWTF
 CONTRACT DATE: 10/21/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

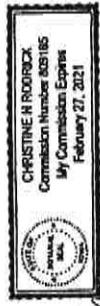
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM
 2. Net change by Change Orders
 3. CONTRACT SUM TO DATE (Line 1 + 2)
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
 5. RETAINAGE:
 a. 5% % of Completed Work
 (Column D + E on G703)
 b. 5% % of Stored Material
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703)
 6. TOTAL EARNED LESS RETAINAGE
 (Line 4 Less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months			
Total approved this Month			
Number	Date Approved		
Totals			
NET CHANGES by Change Order			\$0.00

\$ 1,133,757.00
 \$ 0.00
 \$ 1,133,757.00
 \$ 186,850.00
 \$ 5,012.12
 \$ 9,342.50
 \$ 4,330.38
 \$ 9,342.50
 \$ 177,507.50
 \$ 0
 \$ 177,507.50
 \$ 956,249.50

CONTRACTOR:
 By: *Christine Radice* Date: 12/22/2020



State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: *Christine Radice*
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ 177,507.50

General Contractor
 By: _____ Date: 1/7/21

1

12/22/2020
10/24/2020

12/31/2020

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Mobilization	\$47,000.00		\$19,437.50		\$19,437.50	41.36%	\$27,562.50	\$ 971.88
	Construction Survey	\$3,500.00							
	Cleaning & Grubbing	\$1,500.00		\$1,500.00		\$1,500.00	100.00%	\$0.00	\$ 75.00
	Excavation, Class 10 Reuse on site	\$136,440.00		\$27,702.00		\$27,702.00	20.30%	\$108,738.00	\$ 1,385.10
	Topsoil, Onsite, Strip, Salvage & Spread	\$132,300.00		\$31,535.00		\$31,535.00	23.84%	\$100,765.00	\$ 1,576.75
	Influent Trunk Sewer, Trenched, Optional Materials, 30 in	\$183,018.00			\$86,607.50	\$86,607.50	47.32%	\$96,410.50	\$ 4,330.38
	Influent Trunk Sewer & Effluent Outfall Sewer, Trenched, DIP, 30 In	\$78,210.00							
	Effluent outfall Sewer, Trenched, RCP, 30 in	\$57,330.00							
	Storm Sewer, Trenched, TCP (III), 54 in	\$64,860.00							
	Sanitary Outfall, RCP Pipe Apron, Type 1, 30 in	\$3,487.00							
	Storm Sewer, RCP Apron, Type 2, 54 in	\$20,955.00							
	Footing for Concrete Pipe Apron, Type 1, 30 in	\$1,540.00							
	Footing for Concrete Pipe Apron, Type 2, 54 in	\$7,500.00							
	Triple 54" Culvert Headwall	\$70,000.00							
	Sanitary Manhole, SW-301, 60 in	\$100,750.00							
	Sanitary Manhold, SW-301, 60 in, Flat Top	\$22,000.00							
	Seeding, Fertilizing & BFM Mutching - Type 5	\$94,500.00							
	SWPPP Management	\$3,900.00		\$585.00		\$585.00	15.00%	\$3,315.00	\$ 29.25
	Silt Fence, Installation	\$44,975.00		\$14,483.00		\$14,483.00	32.20%	\$30,492.00	\$ 724.15
	Silt Fence, Maintenance	\$2,570.00							
	Silt Fence, Removal	\$2,570.00							
	Rip Rap, Class E, Outfall Apron & Bank Protection	\$15,687.00							
	Rip Rap, Class E, Triple 54" Dissipation	\$23,625.00							
	Rip Rap, Macadam Stone, Triple 54" Dissipation	\$3,760.00							
	Rip Rap, Class E, Triple 54" Inlet Protection	\$3,780.00							
	Stabilized Construction Entrance	\$5,000.00		\$5,000.00		\$5,000.00	100.00%	\$0.00	\$ 250.00
	Concrete Washout	\$3,000.00							
	GRAND TOTALS	\$ 1,133,757.00 \$	- \$	100,242.50 \$	\$ 86,607.50 \$	\$ 186,850.00 \$	16%	\$ 367,203.00 \$	\$ 9,342.50

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # N418849
Invoice Date 12/17/20
Account # 234062
Sales Rep MICHAEL HARDY
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$15,435.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

ON TRACK CONSTRUCTION LLC 000/0000
PO Box 524 00000
Nevada IA 50201 0524

Shipped To:
WASTEWATER TREATMENT FACILITY
270TH ST & 19TH ST
MATT 515-451-6719
NEVADA, IA

CUSTOMER JOB- 2035NV NEVADA WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
12/01/20	12/15/20	2035NV	NEVADA WWTF	2035NV		DIRECT	N418849

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			

CORE & MAIN PO#- 0098041

04303514	30 PVC SDR35 SWR PIPE (G) 14'	1414	252	1162	61.25000 FT	15,435.00
	BID SEQ# 210					

Freight	Delivery	Handling	Restock	Misc	Subtotal:	15,435.00
					Other:	.00
					Tax:	.00
Terms: NET 30 Ordered By: MATT					Invoice Total:	\$15,435.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



Sold To:
ON TRACK CONSTRUCTION LLC
PO Box 524
Nevada, IA 50201 0524

Ship To:
ON TRACK CONSTRUCTION LLC
WASTEWATER TREATMENT FACILITY
270TH ST & 19TH ST
MATT 515-451-6719
NEVADA, IA 50201

Customer # 234062
Order # N517068
Date Ordered 12/21/20
Job # 2035NV
Job Name NEVADA WWTF
Purchase Order # 2035NV
Method of Shipment DIRECT
Contract Order # N378086
Ordered By MATT
Ship Via

Branch:
DES MOINES IA
Branch - 223
2800 SE Gateway Dr
Grimes, IA 50111
Phone: 515-986-4000

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
210	04303514	30 PVC SDR35 SWR PIPE (G) 14'	1162	1162		61.25000	FT	71172.50

Terms in accordance with shipping manifest.

Special Instructions/Comments:
WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D
BID # 1503939 C/O # N378086
BID NM: NEVADA-WWTF IMPROVEMENTS PH 1

Total Shipped: 71172.50
Total Ordered: 71172.50
Tax Amount: .00
Other Charges: .00
Total: 71172.50



WENTHOLD EXCAVATING LLC
1212 E. Walnut St., Unit A
Elkhart, IA 50073
Tel: (515) 220-4360 Fax: (515) 220-4289

Project Title: Nevada WWTF

Item #	Description	Quantity	Unit	Price	Contract Price	Units Completed	Completed Total
1	Mobilization	1	LS	47,000.00	\$47,000.00	0.41	\$19,437.50
2	Construction Survey	1	LS	3,500.00	\$3,500.00		
3	Clearing & Grubbing	1	LS	1,500.00	\$1,500.00	1.00	\$1,500.00
4	Excavation, Class 10 Reuse on site	75800	CY	1.80	\$136,440.00	15,390.00	\$27,702.00
5	Topsoil, Onsite, Strip, Salvage & Spread	37800	CY	3.50	\$132,300.00	0,010.00	\$31,535.00
6	Influent Trunk Sewer, Trenched, Optional Materials, 30 in	1418	LF	129.25	\$183,018.00		
7	Influent Trunk Sewer & Effluent Outfall Sewer, Trenched, DIP, 30 in	237	LF	330.00	\$78,210.00		
8	Effluent outfall Sewer, Trenched, RCP, 30 in	490	LF	117.00	\$57,330.00		
9	Storm Sewer, Trenched, TCP (III), 54 in	282	LF	230.00	\$64,860.00		
10	Sanitary Outfall, RCP Pipe Apron, Type 1, 30 in	1	EA	3,487.00	\$3,487.00		
11	Storm Sewer, RCP Apron, Type 2, 54 in	3	EA	6,985.00	\$20,955.00		
12	Footing for Concrete Pipe Apron, Type 1, 30 in	1	EA	1,540.00	\$1,540.00		
13	Footing for Concrete Pipe Apron, Type 2, 54 in	3	EA	2,500.00	\$7,500.00		
14	Triple 54" Culvert Headwall	1	LS	70,000.00	\$70,000.00		
15	Sanitary Manhole, SW-301, 60 in	5	EA	20,150.00	\$100,750.00		
16	Sanitary Manhole, SW-301, 60 in, Flat Top	1	EA	22,000.00	\$22,000.00		
17	Seeding, Fertilizing & BFM Mulching - Type 5	35	AC	2,700.00	\$94,500.00		
18	SWPPP Management	1	LS	3,900.00	\$3,900.00	0.15	\$585.00
19	Silt Fence, Installation	25700	LF	1.75	\$44,975.00	8,276.00	\$14,483.00
20	Silt Fence, Maintenance	25700	LF	0.10	\$2,570.00		
21	Silt Fence, Removal	25700	LF	0.10	\$2,570.00		
22	Rip Rap, Class E, Outfall Apron & Bank Protection	240	TON	63.00	\$15,887.00		
23	Rip Rap, Class E, Triple 54" Dissipation	375	TON	63.00	\$23,625.00		
24	Rip Rap, Macadam Stone, Triple 54" Dissipation	94	TON	40.00	\$3,760.00		
25	Rip Rap, Class E, Triple 54" Inlet Protection	80	TON	63.00	\$3,780.00		
26	Stabilized Construction Entrance	1	EA	5,000.00	\$5,000.00	1.00	\$5,000.00
27	Concrete Washout	1	EA	3,000.00	\$3,000.00		

Total: \$100,242.50

(Issuance - Revenue)

420131-100

Nevada, Iowa

January 11, 2021

The City Council of the City of Nevada, Iowa, met on January 11, 2021, at 6:00 o'clock p.m. at the Nevada City Council Chambers, Nevada, Iowa.

[If the City Council is meeting electronically, please complete the following two paragraphs. Otherwise, strike through]

The City Council also met electronically via Zoom, which was accessible at the following:

<https://us02web.zoom.us/j/87961733099?pwd=UERoTDIiUXZHczZlQ9ML0ZOeEI0dz09>

The City Council conducted this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

The City Council took up for consideration a resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of Sewer Revenue Bonds.

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. 061 (2020/2021)

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$1,360,000 Sewer Revenue Bonds, Series 2021

WHEREAS, the City of Nevada (the “City”), in Story County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”), and no board of trustees exists for this purpose; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$1,500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions (the “Project”) to the Utility, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on November 9, 2020; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Sewer Revenue Bonds, Series 2021 (the “Bonds”) in evidence thereof in the principal amount of \$1,360,000 to pay the costs of the Project;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in the amount of \$1,360,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$1,360,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$1,360,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as “Parity Obligations”), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The

Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SEWER REVENUE BOND, SERIES 2021

No. R-1

\$1,360,000

RATE

MATURITY DATE

BOND DATE

1.75%

June 1, 2041

January 29, 2021

The City of Nevada (the “City”), in Story County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

ONE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2021, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2022, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the

cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF NEVADA, IOWA

By (Do Not Sign)

Mayor

Attest:

(Do Not Sign)

City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____
			(Minor)
			under Uniform Transfers to Minors Act

			(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2022	\$ 1,000	2032	\$71,000
2023	\$59,000	2033	\$73,000
2024	\$61,000	2034	\$74,000
2025	\$62,000	2035	\$75,000
2026	\$63,000	2036	\$77,000
2027	\$64,000	2037	\$79,000
2028	\$66,000	2038	\$80,000
2029	\$67,000	2039	\$82,000
2030	\$68,000	2040	\$83,000
2031	\$70,000	2041	\$85,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as the Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the principal of and interest on all of the Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall be set aside into a separate and special fund which is hereby established, to be known and hereinafter referred to as the City's Sewer Revenue Fund ("Sewer Revenue Fund"). The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

Section 8. There shall be and is hereby created and there shall be maintained a "Sewer Revenue Bond Sinking Fund" (herein referred to as the "Sinking Fund"), into which there shall be set aside from future Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Bonds and any Parity Obligations at any time outstanding as the same become due, and it is hereby determined that the minimum amounts to be set aside into the Sinking Fund from the Net Revenues during each month of the year shall be not less than as follows:

Commencing on February 1, 2021, and continuing to and including May 1, 2021, an amount equal to 1/4th of the installment of interest and principal coming due on June 1, 2021. Thereafter, commencing on June 1, 2021, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds, plus an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth,

provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 9. There shall be and is hereby created a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first paying the Operating Expenses and making the required payments into the Sinking Fund. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by this resolution, any balance in the Surplus Fund may be made available to the City as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 10. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 11. The City hereby covenants and agrees with the owner or owners of the Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until

provisions shall have been made for the payment of the Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 12. Upon a breach or default of a term of the Bonds or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 13. The Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing Parity Obligations.

Section 14. The City agrees that so long as the Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 15. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in

this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 16. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 11, 2021.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

• • • •

On motion and vote, the meeting adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and the issuance of \$1,360,000 Sewer Revenue Bonds, Series 2021 (the "Bonds") of said City evidencing the City's obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon my examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the "Utility"), that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City's current issue of \$1,360,000 Sewer Revenue Bonds, Series 2021.

WITNESS MY HAND this ____ day of _____, 2021.

Kerin Wright, City Clerk

January 6, 2021

VIA EMAIL

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: Nevada, Iowa
\$1,360,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 420131-100

Dear Kerin:

We have prepared and attach proceedings to be used at the January 11, 2021, City Council meeting to enable the Council to adopt the resolution (the "Resolution") approving the Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and providing for the issuance of the Sewer Revenue Bond, Series 2021 (the "Bond").

The proceedings attached include the following items:

1. Minutes of the January 11, 2021, meeting providing for the adoption of the Resolution. The form of Bond, Treasurer's Certificate and Assignment are included as part of the Resolution but need not be completed or executed as they are adopted only as to form.
2. Certificate attesting to the transcript.
3. Establishment and non-litigation certificate with respect to the Sewer Utility.

Also attached, please find the Agreement for execution by you and the Mayor. Please print three copies of the Agreement, and have them executed as indicated. After the Agreements have been signed, please return them to us so that we can have them signed on behalf of the Iowa Finance Authority, after which we will furnish you with a fully executed copy for the City's records.

In addition, we have prepared and attach the Bond. Please have the Bond signed as indicated, and return the original to us so that we can deliver it to the lender at the time of closing. Please note that you must sign the Bond in two places, once as the City Clerk and once as the City Treasurer. The Mayor must also sign the Bond.

Finally, we have attached the Closing Certificate for execution by you and the Mayor. Please review the Certificate for any inaccuracies and return the executed Certificate to our office.

Please call Emily Hammond, Jessica Vaught or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Jordan Cook
Tracy Scebold
Tony Toigo
Michael Maloney

LOAN AND DISBURSEMENT AGREEMENT
\$1,360,000 SEWER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of January 29, 2021, by and between the City of Nevada, Iowa (the "Participant"), and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached

hereto as Exhibit B, adopted on January 11, 2021, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Wastewater Treatment System" shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$1,360,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to

the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the

event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$6,800), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net

Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local

governmental obligations ("refinancing of indebtedness") unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as

issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and

requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF NEVADA, IOWA

By: _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

[IFA Signature Page to LDA]

EXHIBIT A
ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE

Estimated Amortization Schedule

City of Nevada
Sewer Revenue Bond
CS-1920945-R1



Loan summary

Loan Closing Date	Jan 29, 2021
Final Disbursement Date	Jun 18, 2021
Final Maturity Date	Jun 1, 2041
Loan Period in Years	20
Total Loaned Amount	\$ 1,360,000.00
0.5% Initiation Fee	6,800.00
Net Proceeds to Borrower	\$ 1,353,200.00
Annual Interest Rate	1.75%
Total Interest	\$ 280,574.90
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 40,082.13
Total Loan Costs	\$ 327,457.03

Estimated Draw Schedule

Initiation Fee -	Jan 29, 2021	8,800.00
P & D Payoff -	Jan 29, 2021	-
Estimated Draw #1-	Jan 29, 2021	300,000.00
Estimated Draw #2-	Feb 26, 2021	300,000.00
Estimated Draw #3-	Mar 26, 2021	300,000.00
Estimated Draw #4-	Apr 23, 2021	300,000.00
Estimated Draw #5-	May 21, 2021	148,200.00
Held for Final Docs -	Jun 18, 2021	5,000.00
Total Loaned Amount		1,360,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Jun 1, 2021	1,206,800.00		4,706.99	672.43	5,379.42	5,379.42	1,206,800.00
Dec 1, 2021	1,360,000.00		11,967.91	1,709.70	13,677.61		1,360,000.00
Jun 1, 2022	1,360,000.00	1,000.00	11,900.00	1,700.00	14,600.00	28,277.61	1,359,000.00
Dec 1, 2022	1,359,000.00		11,891.25	1,698.75	13,590.00		1,359,000.00
Jun 1, 2023	1,359,000.00	59,000.00	11,891.25	1,698.75	72,590.00	86,180.00	1,300,000.00
Dec 1, 2023	1,300,000.00		11,375.00	1,625.00	13,000.00		1,300,000.00
Jun 1, 2024	1,300,000.00	61,000.00	11,375.00	1,625.00	74,000.00	87,000.00	1,239,000.00
Dec 1, 2024	1,239,000.00		10,841.25	1,548.75	12,390.00		1,239,000.00
Jun 1, 2025	1,239,000.00	62,000.00	10,841.25	1,548.75	74,390.00	86,780.00	1,177,000.00
Dec 1, 2025	1,177,000.00		10,298.75	1,471.25	11,770.00		1,177,000.00
Jun 1, 2026	1,177,000.00	63,000.00	10,298.75	1,471.25	74,770.00	86,540.00	1,114,000.00
Dec 1, 2026	1,114,000.00		9,747.50	1,392.50	11,140.00		1,114,000.00
Jun 1, 2027	1,114,000.00	64,000.00	9,747.50	1,392.50	75,140.00	86,280.00	1,050,000.00
Dec 1, 2027	1,050,000.00		9,187.50	1,312.50	10,500.00		1,050,000.00
Jun 1, 2028	1,050,000.00	66,000.00	9,187.50	1,312.50	76,500.00	87,000.00	984,000.00
Dec 1, 2028	984,000.00		8,610.00	1,230.00	9,840.00		984,000.00
Jun 1, 2029	984,000.00	67,000.00	8,610.00	1,230.00	76,840.00	86,680.00	917,000.00
Dec 1, 2029	917,000.00		8,023.75	1,146.25	9,170.00		917,000.00
Jun 1, 2030	917,000.00	68,000.00	8,023.75	1,146.25	77,170.00	86,340.00	849,000.00
Dec 1, 2030	849,000.00		7,428.75	1,061.25	8,490.00		849,000.00
Jun 1, 2031	849,000.00	70,000.00	7,428.75	1,061.25	78,490.00	86,980.00	779,000.00
Dec 1, 2031	779,000.00		6,816.25	973.75	7,790.00		779,000.00
Jun 1, 2032	779,000.00	71,000.00	6,816.25	973.75	78,790.00	86,580.00	708,000.00
Dec 1, 2032	708,000.00		6,195.00	885.00	7,080.00		708,000.00
Jun 1, 2033	708,000.00	73,000.00	6,195.00	885.00	80,080.00	87,160.00	635,000.00
Dec 1, 2033	635,000.00		5,556.25	793.75	6,350.00		635,000.00
Jun 1, 2034	635,000.00	74,000.00	5,556.25	793.75	80,350.00	86,700.00	561,000.00
Dec 1, 2034	561,000.00		4,908.75	701.25	5,610.00		561,000.00
Jun 1, 2035	561,000.00	75,000.00	4,908.75	701.25	80,610.00	86,220.00	486,000.00
Dec 1, 2035	486,000.00		4,252.50	607.50	4,860.00		486,000.00
Jun 1, 2036	486,000.00	77,000.00	4,252.50	607.50	81,860.00	86,720.00	409,000.00
Dec 1, 2036	409,000.00		3,578.75	511.25	4,090.00		409,000.00
Jun 1, 2037	409,000.00	79,000.00	3,578.75	511.25	83,090.00	87,180.00	330,000.00
Dec 1, 2037	330,000.00		2,887.50	412.50	3,300.00		330,000.00
Jun 1, 2038	330,000.00	80,000.00	2,887.50	412.50	83,300.00	86,600.00	250,000.00
Dec 1, 2038	250,000.00		2,187.50	312.50	2,500.00		250,000.00
Jun 1, 2039	250,000.00	82,000.00	2,187.50	312.50	84,500.00	87,000.00	168,000.00
Dec 1, 2039	168,000.00		1,470.00	210.00	1,680.00		168,000.00
Jun 1, 2040	168,000.00	83,000.00	1,470.00	210.00	84,680.00	86,360.00	85,000.00
Dec 1, 2040	85,000.00		743.75	106.25	850.00		85,000.00
Jun 1, 2041	85,000.00	85,000.00	743.75	106.25	85,850.00	86,700.00	0.00

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk of the City of Nevada, Iowa (the "City"), do hereby certify as of January 29, 2021 (the "Dated Date"), that we are now and were at the time of the execution of the City's \$1,360,000 Sewer Revenue Bond, Series 2021, dated the date hereof (the "Series 2021 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on January 11, 2021 (the "Resolution"), and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2021 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$1,360,000. Terms not otherwise defined herein shall have the meaning given such terms in the Resolution and the Agreement.

The Series 2021 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2021 Bond has been executed by the City Treasurer; and the Series 2021 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2021 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "Utility").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2021 Bond or in any way concerning the validity of the Series 2021 Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2021 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2021 Bond have been repealed or rescinded.

We further certify that no appeal of the decision of the City Council to enter into the Agreement and to issue the Series 2021 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Series 2021 Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is

easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The total costs of the Project (the "Total Project Costs"), including engineering fees, are currently estimated to be at least \$1,360,000.
2. The net sales proceeds of the Series 2021 Bond are \$1,360,000 (the "Net Sales Proceeds"), the same being the Issue Price thereof.
3. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the "Three Year Temporary Period"), the following three tests being reasonably expected to be satisfied by the City:
 - a. Time Test: The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g. engineers or contractors);
 - (i) which are not subject to contingencies directly or indirectly within the City's control;
 - (ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;
 - b. Expenditure Test: At least 85% of Net Sales Proceeds will be applied to the payment of Total Project Costs within the Three Year Temporary Period; and
 - c. Due Diligence Test: Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of Total Project Costs will proceed with due diligence.
4. The Series 2021 Bond is payable from Net Revenues of the Utility which will be collected in a Sinking Fund and applied to the payment of interest on the Series 2021 Bond on each June 1 and December 1 and principal of the Series 2021 Bond on each June 1 (the 12-month period ending on each June 1 being herein referred to as a "Bond Year"); the Sinking Fund is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; the Sinking Fund will be depleted at least once each Bond Year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on the fund for the immediately preceding Bond Year; or (ii) 1/12 of the principal and interest payments on the Series 2021 Bond for the immediately preceding Bond Year; amounts on deposit in the Sinking Fund will be invested by the City without restriction as to yield for a period of 13 months after their date of deposit.
5. The City Council adopted a resolution on October 26, 2020, declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the "Intent Resolution").

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Series 2021 Bond; (ii) costs aggregating an amount not in excess of the lesser of \$100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Series 2021 Bond; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project is placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will seek reimbursement of prior expenditures already paid by the City from the proceeds of the Series 2021 Bond in the amount of \$179,581, such amounts having been expended to pay the costs of the Project.

6. Not more than 50% of the Net Sales Proceeds will be invested in nonpurpose investments [as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the "Code")] having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

7. The proceeds of the Series 2021 Bond will be advanced by the Lender from time to time to pay or reimburse the City for costs of the Project. Accordingly, the City does not expect to invest the proceeds of the Series 2021 Bond prior to payment or reimbursement of the costs of the Project, and therefore no arbitrage earnings are expected to be realized.

If the City does invest the proceeds of the Series 2021 Bond prior to the payment or reimbursement of the costs of the Project, the City covenants and agrees to invest the proceeds of the Series 2021 Bond in investments purchased at fair market value in a manner that satisfies the safe harbors provided by the Internal Revenue Service, Iowa law governing investments by the City and the City's investment policy. Additionally, if the City does not spend the Series 2021 Bond proceeds in accordance with the time periods set forth in the next paragraph (or another applicable rebate exception), rebate payments to the United States regarding investment proceeds may be required to be made by the City.

The City expects to spend the Net Sales Proceeds (along with any investment earnings on such proceeds) by June 18, 2021. Accordingly, the City reasonably expects that the Net Sales Proceeds will be fully spent for costs of the Project within the time periods set forth in the 18 Month Exception described below:

18 Month Exception: The 18 Month Exception set forth in Section 1.148-7(d) of the United States Treasury Regulations (the "Regulations") applies to the Net Sales Proceeds. Accordingly, if all Net Sales Proceeds of the Series 2021 Bond are expended at least as quickly as 15% within 6 months from the date of issuance of the Series 2021 Bond, 60% within 12 months and 100% within 18 months, then rebate will be required only with respect to a reasonably required reserve or replacement fund, if any. If the City exercises due diligence to complete the Project and an amount not exceeding the lesser of 3% of the Net Sales Proceeds of the Series 2021 Bond allocated

to the Project (\$40,800) or \$250,000 remains unspent as of the end of the eighteenth month, the City will be treated as satisfying the final expenditure requirement. In addition, a reasonable retainage of up to 5% of the Net Sales Proceeds (\$68,000) as of the end of the 18-month period may be allocated to expenditures within 30 months of the Dated Date.

We certify that the City will comply with the investment requirements of Section 148 of the Code and the Regulations relating thereto with respect to the proceeds of the Series 2021 Bond, including the requirement to invest the proceeds of the Series 2021 Bond (and the investment earnings thereon) at fair market value, and, if appropriate, to comply with the bidding requirements for investment contracts. The City acknowledges that if it fails to spend the proceeds of the Series 2021 Bond (along with the investment earnings thereon) within the time periods set forth in the 18 Month Exception (or another applicable rebate exception), the City may have a rebate liability to the United States pursuant to Section 148 of the Code. The City shall consult with the appropriate auditors or rebate specialists with regard to determination of rebate liability.

8. The City shall make a final allocation of the proceeds of the Series 2021 Bond to capital expenditures not later than 18 months after the in-service date of the Project and in any event not later than five years and 60 days after the issuance of the Series 2021 Bond or not later than 60 days after retirement of the Series 2021 Bond.

9. The weighted average maturity of the Series 2021 Bond does not exceed the reasonably expected economic life of the Project.

10. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

11. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Series 2021 Bond to be an "arbitrage bond" under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

13. We further certify that the City does not currently have outstanding tax exempt obligations issued during the current calendar year, including the Series 2021 Bond, equal to or in excess of \$10,000,000, nor will the City issue additional tax exempt obligations during the current calendar year which, when added to the City's current tax exempt obligations issued during the current calendar year, including the Series 2021 Bond, would be equal to or in excess of \$10,000,000.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF NEVADA, IOWA

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

UNITED STATES OF AMERICA
STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SEWER REVENUE BOND, SERIES 2021

No. R-1 \$1,360,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2041	January 29, 2021

The City of Nevada (the "City"), in Story County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

ONE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2021, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2022, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "Utility").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF NEVADA, IOWA

By _____
Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

Kerin Wright, City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2022	\$ 1,000	2032	\$71,000
2023	\$59,000	2033	\$73,000
2024	\$61,000	2034	\$74,000
2025	\$62,000	2035	\$75,000
2026	\$63,000	2036	\$77,000
2027	\$64,000	2037	\$79,000
2028	\$66,000	2038	\$80,000
2029	\$67,000	2039	\$82,000
2030	\$68,000	2040	\$83,000
2031	\$70,000	2041	\$85,000

ITEM# 7A
DATE: 1/11/2021

COUNCIL ACTION FORM

AGENDA: Discussion and Appropriate Follow-up on Request to reduce a portion of the sewer charge on their utility bill

HISTORY:

Chapter 99 of the attached City's Code of Ordinance does not currently provide guidelines and procedures for waiving or reducing portions of a City utility bill.

Attached is a request from Robert & Sandy Ehrig, 606 Southwoods Dr, for a request to reduce the sewer charge on their December 2021 Utility bill. They believe their usage was due to a hose hooked up at the faucet in the backyard for watering a new tree during the summer that had gotten turned on and was jammed. Enclosed you shall find a request from the property owner, a data reading from the meter showing the large spikes in water usage in October, 2020. This would have been the time frame for the December billing which used the November 1st read date. Also enclosed is a Utility Billing History report along with a consumption report for the sewer only.

Based on previous credits approved by council, Utility Clerk Don Rouse calculated the average Sewer charges over the past 13 months and subtracted that from the December usage to find the Credit that would be consistent with the previous credits provided.

OPTIONS:

1. Direct Staff to apply a credit of \$323.12 to Ehrig's account toward the sewer services.
2. Direct Staff or resident to provide more information on the account.
3. Deny Reimbursement request by Robert & Sandy Ehrig
4. Do nothing at this time.

STAFF RECOMMENDATION:

Documentation has been presented showing the history of the account. Although it appears there was some kind of leak at this location.

Therefore, it is the recommendation of the City Administrator that Council approves Option #1 to approve credit to Robert & Sandy Ehrig account.

Kerin Wright

From: Sandy Ehrig
Sent: Thursday, December 17, 2020 12:20 PM
To: Kerin Wright
Subject: Outdoor hose/ faucet issue

Kerin,

Thanks for providing the opportunity to request reimbursement for the sewer portion of an unfortunate water issue. We had a hose hooked up at the faucet in our back yard to water a new tree all summer. The water was shut off at the faucet, though we kept the hose hooked up.

I discovered the faucet had been turned on, noticing water that looked like a gushing spring. The faucet was jammed and needed a wrench to shut off, which I promptly found help. Don called to alert us to an extreme water bill, that informed us the faucet had been on for several days. We appreciated a visit from the City water department to confirm that all hose/ outside faucet issues were fixed.

We would appreciate reimbursement for the sewer portion of the bill knowing the water did not pass through the City sewer system.

Thank you,
Sandy and Bob Ehrig

From: Sandy Ehrig <ehrig@midiowa.net>
Sent: Thursday, December 17, 2020 8:28:49 AM
To: Sandy Ehrig
Subject: Fwd: Leaking hose bill

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

Sent from my iPhone

Begin forwarded message:

From: Kerin Wright <KWright@cityofnevadaaiowa.org>
Date: December 15, 2020 at 9:10:44 AM CST
To: Sandy Ehrig <ehrig@midiowa.net>
Subject: RE: Leaking hose bill

Thanks Sandy!

So sorry this happened.

If you could give me the details in writing of what happened and request reimbursement of the sewer in your letter that would be great.

I will include that in the packet for the January meeting.

Emailing it to me is fine.

ACCOUNT NUMBER 30211001			STATUS		Active
NAME ROBERT EHRIG			(515)382-4664		
PROPERTY 606 SOUTHWOODS DR			CUSTOMER TYPE		RESIDENTIAL
TIMES DELQ	30 DAYS	60 DAYS	90 DAYS	OVER 90	
13	61.42				
LAST BILL		61.42			
PENALTY					
ADJUST					
PAYMENT					
AMT DUE		61.42			
DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
1/01/2021	Water O&M	22	29.13		
1/01/2021	Sewer O&M	22	21.61		
1/01/2021	Strm Sewer		5.25		
1/01/2021	Sewer Cons		2.03		
1/01/2021	Rsrc Rcvry		1.65		
	TAX		1.75	61.42	61.42
12/07/2020	PAYMENT			820.30-	0.00
12/01/2020	Water O&M	640	440.72		
12/01/2020	Sewer O&M	640	344.21		
12/01/2020	Strm Sewer		5.25		
12/01/2020	Sewer Cons		2.03		
12/01/2020	Rsrc Rcvry		1.65		
	TAX		26.44	820.30	820.30
11/03/2020	NOTES JUMP IN USAGE CALL ABOUT POSSIBLE ISSUE.			DATA DOWNLOAD From	
11/03/2020	PAYMENT			63.88-	0.00
11/01/2020	Water O&M	24	30.46		
11/01/2020	Sewer O&M	24	22.66		
11/01/2020	Strm Sewer		5.25		
11/01/2020	Sewer Cons		2.03		
11/01/2020	Rsrc Rcvry		1.65		
	TAX		1.83	63.88	63.88
10/06/2020	PAYMENT			60.20-	0.00
10/01/2020	Water O&M	21	28.47		
10/01/2020	Sewer O&M	21	21.09		
10/01/2020	Strm Sewer		5.25		
10/01/2020	Sewer Cons		2.03		
10/01/2020	Rsrc Rcvry		1.65		
	TAX		1.71	60.20	60.20
9/03/2020	PAYMENT			65.11-	0.00
9/01/2020	Water O&M	25	31.13		
9/01/2020	Sewer O&M	25	23.18		
9/01/2020	Strm Sewer		5.25		
9/01/2020	Sewer Cons		2.03		
9/01/2020	Rsrc Rcvry		1.65		
	TAX		1.87	65.11	65.11
8/11/2020	PAYMENT			63.88-	0.00
8/01/2020	Water O&M	24	30.46		
8/01/2020	Sewer O&M	24	22.66		
8/01/2020	Strm Sewer		5.25		

ACCOUNT NUMBER 30211001		STATUS Active			
NAME ROBERT EHRIG		(515)382-4664			
PROPERTY 606 SOUTHWOODS DR		CUSTOMER TYPE RESIDENTIAL			
DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
8/01/2020	Sewer Cons		2.03		
8/01/2020	Rsrc Rcvry		1.65		
	TAX		1.83	63.88	63.88
7/13/2020	PAYMENT			62.05-	0.00
7/01/2020	Water O&M	27	31.53		
7/01/2020	Sewer O&M	27	20.19		
7/01/2020	Strm Sewer		5.25		
7/01/2020	Sewer Cons		1.69		
7/01/2020	Rsrc Rcvry		1.50		
	TAX		1.89	62.05	62.05
6/09/2020	PAYMENT			58.69-	0.00
6/01/2020	Water O&M	24	29.59		
6/01/2020	Sewer O&M	24	18.88		
6/01/2020	Strm Sewer		5.25		
6/01/2020	Sewer Cons		1.69		
6/01/2020	Rsrc Rcvry		1.50		
	TAX		1.78	58.69	58.69
5/11/2020	PAYMENT			55.33-	0.00
5/01/2020	Water O&M	21	27.65		
5/01/2020	Sewer O&M	21	17.58		
5/01/2020	Strm Sewer		5.25		
5/01/2020	Sewer Cons		1.69		
5/01/2020	Rsrc Rcvry		1.50		
	TAX		1.66	55.33	55.33
4/09/2020	PAYMENT			47.48-	0.00
4/01/2020	Water O&M	14	23.12		
4/01/2020	Sewer O&M	14	14.53		
4/01/2020	Strm Sewer		5.25		
4/01/2020	Sewer Cons		1.69		
4/01/2020	Rsrc Rcvry		1.50		
	TAX		1.39	47.48	47.48
3/11/2020	PAYMENT			54.20-	0.00
3/01/2020	Water O&M	20	27.00		
3/01/2020	Sewer O&M	20	17.14		
3/01/2020	Strm Sewer		5.25		
3/01/2020	Sewer Cons		1.69		
3/01/2020	Rsrc Rcvry		1.50		
	TAX		1.62	54.20	54.20
2/10/2020	PAYMENT			55.33-	0.00
2/01/2020	Water O&M	21	27.65		
2/01/2020	Sewer O&M	21	17.58		
2/01/2020	Strm Sewer		5.25		
2/01/2020	Sewer Cons		1.69		
2/01/2020	Rsrc Rcvry		1.50		
	TAX		1.66	55.33	55.33
1/06/2020	PAYMENT			57.57-	0.00
1/01/2020	Water O&M	23	28.94		
1/01/2020	Sewer O&M	23	18.45		

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ACCOUNT NUMBER	30211001	STATUS	Active
NAME	ROBERT EHRIG	(515)382-4664	
PROPERTY	606 SOUTHWOODS DR	CUSTOMER TYPE	RESIDENTIAL

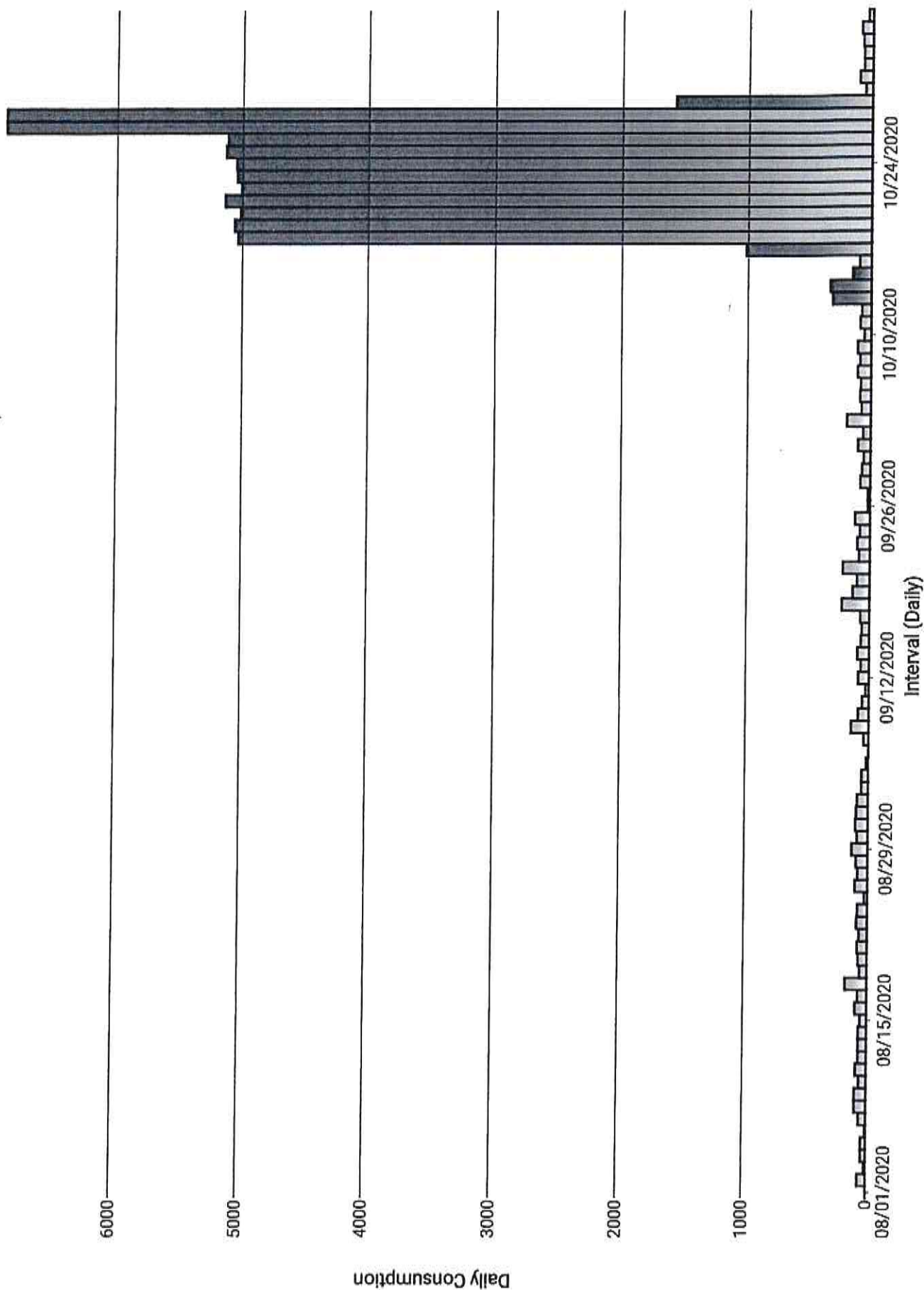
TIMES DELQ	30 DAYS	60 DAYS	90 DAYS	OVER 90
13				

LAST BILL	820.30
PENALTY	
ADJUST	
PAYMENT	820.30
AMT DUE	

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
12/07/2020	PAYMENT			344.21-	
12/01/2020	Sewer O&M	640	344.21	344.21	
11/03/2020	PAYMENT			22.66-	
11/01/2020	Sewer O&M	24	22.66	22.66	
10/06/2020	PAYMENT			21.09-	
10/01/2020	Sewer O&M	21	21.09	21.09	
9/03/2020	PAYMENT			23.18-	
9/01/2020	Sewer O&M	25	23.18	23.18	
8/11/2020	PAYMENT			22.66-	
8/01/2020	Sewer O&M	24	22.66	22.66	
7/13/2020	PAYMENT			20.19-	
7/01/2020	Sewer O&M	27	20.19	20.19	
6/09/2020	PAYMENT			18.88-	
6/01/2020	Sewer O&M	24	18.88	18.88	
5/11/2020	PAYMENT			17.58-	
5/01/2020	Sewer O&M	21	17.58	17.58	
4/09/2020	PAYMENT			14.53-	
4/01/2020	Sewer O&M	14	14.53	14.53	
3/11/2020	PAYMENT			17.14-	
3/01/2020	Sewer O&M	20	17.14	17.14	
2/10/2020	PAYMENT			17.58-	
2/01/2020	Sewer O&M	21	17.58	17.58	
1/06/2020	PAYMENT			18.45-	
1/01/2020	Sewer O&M	23	18.45	18.45	
2/09/2019	PAYMENT			16.71-	
2/01/2019	Sewer O&M	19	16.71	16.71	
	PREVIOUS BALANCE				0.00

MIU#: 1541420936 for 08/01/2020 - 11/05/2020 - 5/8" - 1" T-10, GALLONS

Data Logging Report



LOCAL OPTION TAX REPORT - PROJECTION

Item # **7B**
Date: **1/11/2021**

	Actual 2017/2018	FY19/20 ACTUAL	FY20/21 Council	YTD Actual Thru 11/01/2020	FY20/21 Re-Estimate	Proje FY	Recommenc ed	ed
REVENUES:								
Local option tax	940,429.71	1,030,527.83	900,000	361,772.50	950,000	920,000	920,000	920,000
Return of LHAP Funds								
Int on investments	1,578.09	8,204.20	2,000	2,044.42	4,000	2,000	2,000	1,000
Transfer in LOT (Rec/Ath Complex) Reserve	-	-						
TOTAL REVENUES	942,007.80	1,038,732.03	902,000	363,816.92	922,000	922,000	922,000	921,000
EXPENDITURES:								
Human Service Disbursements						55,000		
Assault Care Center	1,030.00	852.00	1030	1,030.00	1,030	1,100		
Youth & Shelter Serv of Eastern Story County	7,900.00	4,500.00	6925	6,925.00	6,925	12,000		
Rosedale Shelter	2,700.00	1,200.00						
Community & Family Resources	1,950.00	1,080.00	2230	2,230.00	2,230	2,000		
Community Resource Center	24,135.00	22,048.00	21540	21,540.00	21,540	28,000		
Volunteer Center of Story County	670.00	686.00	1020	1,020.00	1,020	3,000		
Central Iowa RSVP	850.00	720.00	990	990.00	990	1,500		
Heartland Senior Services	1,900.00	1,070.00	1890	1,890.00	1,890	2,500		
Mid-Iowa Community Action	1,500.00	1,180.00	1510	1,510.00	1,510	2,500		
Good Neighbor Emergency Assistance	1,890.00	1,810.00	2210	2,210.00	2,210	3,000		
Legal Aid Society of Story County	6,000.00	2,500.00	2360	2,360.00	2,360	5,000		
American Red Cross		766.00						
Salvation Army	2,900.00	2,500.00	1905	1,905.00	1,905	5,000		
Community Band (Ad Hoc Committee)	665.00	590.00	520	-	-	1,000		
Lincoln Highway Days (paid from H/M)								
Boys & Girls Club of Story County	5,800.00	4,900.00	2800	2,800.00	2,800	5,000		
Good Samaritan Fund (Churches)	3,735.00	2,280.00	3060	3,060.00	3,060	5,000		
Nevada PTA	4,625.00	700.00	1700	1,700.00	1,700	4,000		
Raising Readers in Story County K-3	2,300.00	1,640.00	1300	1,300.00	1,300	2,000		
Story County Hospital Foundation	2,250.00							
Nevada Historical Society (paid below)	2,100.00	1,850.00						
TeamMates Mentoring Nevada	-	828.00	780	780.00	780			
Harmony Clothing Closet	-	1,300.00	1230	1,230.00	1,230	1,364		
Subtotal Human Services	75,000.00	55,000.00	55,000	54,480.00	54,480	83,964		
Departmental Disbursements								
Dispatch Services	33,225.22	34,669.76	36,500	17,652.74	36,500	37,000	37,000	38,000
CodeRED	6,750.00							
Flood Control/Storm Sewer	3,204.39		5,000		5,000	-		
Street Lighting (1/2 LOT / 1/2 RUT)	53,781.04	62,636.49	68,000	21,631.97	68,000	70,000	70,000	70,000
Trees & Weeds-Streets (EAB)	18,020.97	12,267.08	50,000	93.24	50,000	50,000	50,000	50,000
Mosquito Control	(138.00)	10,000.00	13,000		13,000	13,000	13,000	13,000
Parks & Recreation-Plantings	341.41	499.08	500		500	500	500	500
BB Field/Fieldhouse	39,001.80	8,844.00	65,000		65,000	25,000	25,000	Fieldhouse
Trees & Weeds-Cemetery 121-450-6499	5,500.00	3,000.00	3,000		3,000	15,000	15,000	3,000
NEDC Contract	40,000.00	40,000.00	40,000		40,000	40,000	40,000	40,000
Main Street		25,000.00	25,000	25,000.00	25,000	25,000	25,000	
Signage (Wayfinding and Highway)		2,297.33	70,000		70,000	150,000	150,000	Wayfinding
Internet/branding/Downtown Grant Program	1,000.00		30,000		30,000	50,000	50,000	Downtown
Newsletter	4,363.77	4,170.50	5,500	1,469.00	5,500	5,500	5,500	5,500
City Web Page (Redesign website)	1,778.90	1,432.95	10,000	758.45	40,000	20,000	20,000	5,000
Codification/Supplements (Recodify)	939.00	2,794.00	1,500	450.00	10,000	1,500	1,500	1,500
Wellness	8,849.07	9,860.94	13,000	3,057.88	13,000	13,000	13,000	13,000
Holiday Decorating	-	4.99	800		800	800	800	800
Nevada Historical Society			5,000	5,000.00	5,000	5,000	5,000	5,000
Community Music License	1,039.00	374.67	700	364.00	700	700	700	700
Historic Preservation	55.00	1,000.00	3,500		3,500	1,000	1,000	1,000
Halloween Program	140.66	155.37	250	160.00	250	250	250	250
CBD Downtown Beautification			30,000		30,000	25,000	25,000	Downtown
Subtotal Departmental Disbursements	217,652.23	219,007	476,250	75,637.28	514,750	548,250	548,250	247,250
ALL DISBURSEMENTS	292,652.23	274,007	531,250	130,117.28	569,230	632,214	632,214	302,250
Transfer to Trail Capital Proj (3807/321)PdFY2015								
Transfer to Sidewalk Project	30,000.00	25,000.00	25,000	-	-	25,000	25,000	25,000
Transfers to General Fund:								
Public Safety Officer	50,000.00	100,000.00	100,000	100,000.00	100,000	100,000	100,000	100,000
Development Communications Specialist		5,000.00	40,000	40,000.00	40,000	50,000	50,000	40,000
Live Healthy Iowa	2,000.00	2,000.00	2,000	2,000.00	2,000	2,000	2,000	2,000
Scholarships (Park & Rec)	2,000.00	2,000.00	2,000	2,000.00	2,000	2,000	2,000	2,000
Transfers to Equipment Revolving for General Fund Departments:								
Police	160,000.00	60,000.00	65,000	65,000.00	65,000	75,000	75,000	75,000
Fire	100,000.00	75,000.00	75,000	75,000.00	75,000	75,000	75,000	75,000
Street	75,000.00	75,000.00	75,000	75,000.00	75,000	100,000	100,000	100,000
Library	10,000.00	5,000.00	10,000	10,000.00	10,000	10,000	10,000	10,000
Parks	75,000.00	70,000.00	75,000	75,000.00	75,000	75,000	75,000	75,000
Trail Maintenance	10,000.00	30,000.00	10,000	10,000.00	10,000	10,000	10,000	10,000
Cemetery	35,000.00	35,000.00	35,000	35,000.00	35,000	35,000	35,000	35,000
Fieldhouse						20,000	20,000	10,000
Admin, P&Z(5,000), CH(50,000), Comp(10,000)	65,000.00	50,000.00	65,000	65,000.00	65,000	65,000	65,000	65,000
Subtotal Transfers	614,000.00	534,000	579,000	554,000.00	554,000	644,000	644,000	624,000
Total disbursements and transfers	906,652.23	808,007.16	1,110,250	684,117.28	1,123,230	1,276,214	1,192,250	926,250
BEGINNING BALANCE	768,916.83	508,875.26	739,600.13	739,600.13	739,600.13	538,370.13	538,370.13	184,156.28
RECEIPTS & TRANSFERS IN	942,007.80	1,038,732.03	902,000	363,816.92	922,000	922,000	922,000	921,000
EXPENDITURES & TRANSFERS OUT	906,652.23	808,007.16	1,110,250	684,117.28	1,123,230	1,276,214	1,192,250	926,250
ENDING BALANCE	804,272.40	739,600.13	531,350.13	419,299.77	538,370.13	184,156.28	268,120.13	178,906.2
OT WORKING RESERVE		200,000.00	200,000	200,000.00	200,000	200,000	200,000	200,000
WORKING BALANCE:		539,600	331,350	219,299.77	338,370	-15,844	68,120	-21,094

Will provide
Budget
Committee
Recommendation
Friday or
Monday for
the Ad Hoc.

		FY 20/21		
		Revenues	Expenses	Balance
Beginning Balance				17,170.29
	Transfer In from LOT	75,000.00		92,170.29
	Interest			92,170.29
810-431-4705				92,170.29
810-431-4720				92,170.29
810-431-6423 -- Computers/Hardware				92,170.29
				92,170.29
810-431-6310 -- Building Maintenance/Repair				92,170.29
				92,170.29
810-431-6320 -- Grounds Maintenance/Repair				92,170.29
	Mulch/Infield Mix	9,000.00		83,170.29
810-431-6415 -- Equipment/Vehicle - Rent & Leases				83,170.29
	Wide Area Mower Payment	12,000.00		71,170.29
				71,170.29
	Zero Turn Mower #1	12,000.00		59,170.29
	Tractor Broom	3,500.00		55,670.29
				55,670.29
	Power Equipment	2,000.00		53,670.29
810-431-6710 -- Vehicles				53,670.29
				53,670.29
810-431-6727 -- Other Capital Equipment				53,670.29
	Sun Shade/Foul Ball Protection @ SCORE			53,670.29
	*Not doing the sunshade now..	-		53,670.29
810-431-6798 - Rec Facilities				53,670.29
				53,670.29
810-431-6729 - Playgrounds/Equipment				53,670.29
	Picnic Tables	2,000.00		51,670.29
				51,670.29
				51,670.29
810-435-6398 -- Pool Maintenance Repairs				51,670.29
	Pool Canopies	3,000.00		48,670.29
				48,670.29
				48,670.29
				48,670.29
		75,000.00	43,500.00	48,670.29

		FY 21/22		
		Revenues	Expenses	Balance
Beginning Balance				48,670.29
	Transfer In from LOT	75,000.00		123,670.29
	Interest			123,670.29
110-431-6423 -- Computers/Hardware				123,670.29
				123,670.29
110-431-6310 -- Building Maintenance/Repair				123,670.29
				123,670.29
110-431-6320 -- Grounds Maintenance/Repair				123,670.29
	Mulch/Infield Mix	10,000.00		113,670.29
110-431-6415 -- Equipment/Vehicle - Rent & Leases				113,670.29
	Wide Area Mower Payment	13,500.00		100,170.29
				100,170.29
110-431-6710 -- Vehicles				100,170.29
				100,170.29
110-431-6727 -- Other Capital Equipment				100,170.29
	Utility Vehicle #1	16,000.00		84,170.29
	Zero Turn Mower #3	10,000.00		74,170.29
	Tractor Broom	3,500.00		70,670.29
	Snow Plow Edges	2,000.00		68,670.29
	Power Equipment	2,000.00		66,670.29
				66,670.29
110-431-6798 - Rec Facilities				66,670.29
				66,670.29
110-431-6729 - Playgrounds/Equipment				66,670.29
	Picnic Tables	2,000.00		64,670.29
				64,670.29
110-435-6398 -- Pool Maintenance Repairs				64,670.29
	Pool - Sand Play Area Renovation	48,000.00		16,670.29
				16,670.29
		75,000.00	107,000.00	16,670.29

Library

1140

FY 20/21			
	Revenues	Expenses	Balance
Beginning Balance			51,462.54
Transfer In from LOT	10,000.00		61,462.54
Interest			61,462.54
810-410-6423 -- Computers/Hardware			61,462.54
Computer Replacement		5,000.00	56,462.54 ongoing upgrades
810-410-6727 -- Other Capital			56,462.54
Camera System		10,000.00	46,462.54
			46,462.54 LED Sign
810-410-6310 -- Building Repairs/Maintenance			46,462.54
Desks/Chairs		7,500.00	38,962.54
			38,962.54
			38,962.54
			38,962.54
			38,962.54
	10,000.00	22,500.00	38,962.54

FY 21/22			
	Revenues	Expenses	Balance
Beginning Balance			38,962.54
Transfer In from LOT	10,000.00		48,962.54
Interest			48,962.54
810-410-6423 -- Computers/Hardware			48,962.54
Computer Replacement		5,000.00	43,962.54 ongoing upgrades
810-410-6727 -- Other Capital			43,962.54
			43,962.54
			43,962.54
810-410-6310 -- Building Repairs/Maintenance			43,962.54
Painting		5,000.00	38,962.54
			38,962.54
	10,000.00	10,000.00	38,962.54

Cemetery

1141

		FY 20/21		
		Revenues	Expenses	Balance
Beginning Balance				22,987.71
	Transfer In from LOT	35,000.00		57,987.71
	Interest			57,987.71
810-450-6321 -- Stone Maintenance/Repair				57,987.71
			5,000.00	52,987.71
810-450-6332 -- Vehicle Repairs				52,987.71
810-450-6415 -- Equipment/Vehicle Lease				52,987.71
	Tractor Lease		6,000.00	46,987.71
	Zero Turn Mower		10,000.00	36,987.71
	Forks for Tractor Loader		1,000.00	35,987.71
	Insulate Shed/Restroom		12,000.00	23,987.71
810-450-6423 -- Computers/Hardware				23,987.71
			-	23,987.71
810-450-6727 -- Other Capital				23,987.71
	Power Equipment		2,000.00	21,987.71
	Snow Plow Edges		2,000.00	19,987.71
810-450-6750 -- Buildings				19,987.71
				19,987.71
				19,987.71
				19,987.71
				19,987.71
				19,987.71
		35,000.00	38,000.00	19,987.71
		FY 21/22		
		Revenues	Expenses	Balance
Beginning Balance				19,987.71
	Transfer In from LOT	35,000.00		54,987.71
	Interest			54,987.71
810-450-6321 -- Stone Maintenance/Repair				54,987.71
			5,000.00	49,987.71
810-450-6332 -- Vehicle Repairs				49,987.71
810-450-6415 -- Equipment/Vehicle Lease				49,987.71
	Tractor Lease		6,000.00	43,987.71
810-450-6710 -- Vehicles				43,987.71
				43,987.71
810-450-6423 -- Computers/Hardware				43,987.71
	Cemetery Mapping Program		12,000.00	31,987.71
810-450-6727 -- Other Capital				31,987.71
	power Equipment		2,000.00	29,987.71
	Zero Turn Mower		10,000.00	19,987.71
810-450-6750 -- Buildings				19,987.71
		35,000.00	35,000.00	19,987.71

1143 Fire/EMS

FY 20/21

Revenues

Expenses

Balance

Beginning Balance			334,897.38	
Transfer In from LOT	\$75,000		409,897.38	
Rural	\$60,000		469,897.38	
Interest			469,897.38	
Anticipated Grants			469,897.38	
810-130-6335 - Sirens			469,897.38	
		-	469,897.38	
810-150-6423 -- Computers/Hardware (FD)		-	469,897.38	
			469,897.38	
810-150-6710 -- Vehicles			469,897.38	
Replace 610 Chassis		60,000.00	409,897.38	For UHP Unit
			409,897.38	2020 F350
			409,897.38	Truck Bed
810-150-6723 -- Heavy Motorized Equipment			409,897.38	
	\$0	-	409,897.38	
810-150-6310 -- Building Maintenance		-	409,897.38	
New Gear Racks		32,400.00	377,497.38	For turnout gear, \$1800x18
			377,497.38	Lowe's - remodel
810-150-6727 -- Other Capital Equipment			377,497.38	
Misc Tools		18,690.00	358,807.38	Stream light pop-up scene light \$1000x2
Racom Radio Payment #2		47,474.00	311,333.38	Tools New tanker \$3000; Hand tools \$3000;
				Bracket Smoke ejector \$60x3 canvass tarps \$60x10;
		-	311,333.38	2k PortoTank 410 \$1400; Hydrant Wrenches \$50x3
		-	311,333.38	2 1/2 gate valves; \$200 x5 AC/DC PPV Fan \$4300
			311,333.38	Rescue Air System
			311,333.38	CPR Machine
			311,333.38	Gear Lockers
			311,333.38	Coat/Pant
			311,333.38	Coat/Pant
			311,333.38	Radios 2/3 payment
			311,333.38	Hose
			311,333.38	
10-160-6423 - Computers/Hardware (EMS)			311,333.38	Wheel chalks \$130x2; AC plug in LED scene lls-2
			311,333.38	
10-160-6727 -- Other Capital (EMS)			311,333.38	
Lucas CPR Machine & EMS Rescue Suits		23,600.00	287,733.38	CPR Machine -18,000; Suits \$800x7
	\$135,000	182,164.00	287,733.38	

FY 21/22

Revenues

Expenses

Balance

Beginning Balance			287,733.38	
Transfer In from LOT	\$75,000		362,733.38	
Rural	\$65,000		427,733.38	
Interest			427,733.38	
0-130-6335 - Sirens			427,733.38	
		-	427,733.38	
0-150-6423 -- Computers/Hardware (FD)		-	427,733.38	
			427,733.38	
0-150-6710 -- Vehicles			427,733.38	
			427,733.38	
0-150-6723 -- Heavy Motorized Equipment			427,733.38	
Purchase New Engine		235,000.00	192,733.38	Replace 310
		-	192,733.38	
			192,733.38	
0-150-6727 -- Other Capital Equipment			192,733.38	
Bunker Gear		48,000.00	144,733.38	Bunker Gear, Helmets, Boots
Hose		15,000.00	129,733.38	
Misc Tools		15,000.00	114,733.38	Fans, Lights
			114,733.38	
0-160-6423 - Computers/Hardware (EMS)			114,733.38	
			114,733.38	
0-160-6727 -- Other Capital (EMS)			114,733.38	
Racom Radios Payment #3		47,474.00	67,259.38	3rd of 3 pymts
	\$140,000	360,474.00	67,259.38	

FY 20/21			
	Revenues	Expenses	Balance
Beginning Balance			275,331.15
Transfer In from LOT Interest	65,000.00		340,331.15
			340,331.15
			340,331.15
810-110-6504 -- Minor Equipment Radios		26,079.96	314,251.19
			314,251.19
			314,251.19
			314,251.19
810-110-6423 -- Computers/Hardware		-	314,251.19
		-	314,251.19
		-	314,251.19
810-110-6710 -- Vehicles Replace #33		60,000.00	254,251.19
			254,251.19
Utility Trailer		10,000.00	244,251.19
		-	244,251.19
810-110-6727 -- Other Capital Equipment			244,251.19
		-	244,251.19
		-	244,251.19
	65,000.00	96,079.96	244,251.19
FY 21/22			
	Revenues	Expenses	Balance
Beginning Balance			244,251.19
Transfer In from LOT Interest	75,000.00		319,251.19
			319,251.19
			319,251.19
810-110-6504 -- Minor Equipment Radios		26,079.96	293,171.23
Interview Rooms Upgrade		5,000.00	288,171.23
810-110-6423 -- Computers/Hardware Computers (3)		3,000.00	285,171.23
			285,171.23
			285,171.23
Forensic Equipment		\$25,000	260,171.23
810-110-6710 -- Vehicles Purchase #34		60,000.00	200,171.23
		-	200,171.23
		-	200,171.23
		-	200,171.23
810-110-6727 -- Other Capital Equipment			200,171.23
			200,171.23
			200,171.23
	75,000.00	119,079.96	200,171.23

FY 20/21			
	Revenues	Expenses	Balance
Beginning Balance			24,618.53
Transfer In from LOT	5,000		29,618.53
Interest			29,618.53
			29,618.53
810-540-6423 -- Computers/Hardware			29,618.53
Computers		-	29,618.53
Software		-	29,618.53
Arcview Maintenance		2,000	27,618.53
810-540-6727 -- Other Capital Equipment			27,618.53
		-	27,618.53
			27,618.53
	5,000	2,000	27,618.53

FY 21/22			
	Revenues	Expenses	Balance
Beginning Balance			27,618.53
Transfer In from LOT	5,000		32,618.53
Interest			32,618.53
			32,618.53
810-540-6423 -- Computers/Hardware			32,618.53
Computers		5,000	27,618.53
Software		-	27,618.53
Arcview Maintenance		2,000	25,618.53
810-540-6727 -- Other Capital Equipment			25,618.53
		-	25,618.53
			25,618.53
	5,000	7,000	25,618.53

Gates Hall/Fieldhouse

		FY 20/21		
		Revenues	Expenses	Balance
Beginning Balance				14,739.28
	Transfer In-Gen Fund (Levy \$)	20,000.00		34,739.28
	Interest			34,739.28
810-460-6310 --	Building-Maintenance/Repairs			34,739.28
	General Building Maintenance		5,000.00	29,739.28
810-460-6310 --	Equipment			29,739.28
	Computer		1,500.00	28,239.28
	Floor Scrubber		20,000.00	8,239.28
810-460-6310 --	Furniture/Fixtures			8,239.28
		20,000.00	26,500.00	8,239.28
Fieldhouse		FY 21/22		
		Revenues	Expenses	Balance
Beginning Balance				8,239.28
	Transfer In-LOT	20,000.00		28,239.28
	Interest			28,239.28
810-460-6310 --	Building-Maintenance/Repairs			28,239.28
	Cove Lighting in Aud. - LED		5,000.00	23,239.28
	Entry Way Lighting		15,000.00	8,239.28
810-460-6310 --	Equipment			8,239.28
	Misc Equipment		1,000.00	7,239.28
810-460-6310 --	Furniture/Fixtures			7,239.28
		20,000.00	21,000.00	7,239.28

Administration/City Hall

810-620-6727

1142

FY 20/21

	Revenues	Expenses	Balance
Beginning Balance			286,070.05
Transfer In from LOT	50,000.00		336,070.05
Interest			336,070.05
			336,070.05
? Alerton Heating/Cooling Software update			336,070.05
Updates in council chambers		10,000.00	326,070.05
			326,070.05
			326,070.05
			326,070.05
			326,070.05
			326,070.05
	50,000.00	10,000.00	326,070.05

FY 21/22

	Revenues	Expenses	Balance
Beginning Balance			326,070.05
Transfer In from LOT	50,000.00		376,070.05
Interest			376,070.05
			376,070.05
Roof top Air conditioners		20,000.00	356,070.05
desk chairs		3,000.00	353,070.05
Security System, cameras		35,000.00	318,070.05
Alerton Heating/Cooling Software update		50,000.00	268,070.05
Upgrade phone system		50,000.00	218,070.05
			218,070.05
			218,070.05
	50,000.00	158,000.00	218,070.05

5 yr cycle

Computers

810-620-6423 1148

FY 20/21

	Revenues	Expenses	Balance
Beginning Balance			15,743.39
Transfer In from LOT	10,000.00		25,743.39
Interest			25,743.39
Replace Kerin/Don computer		3,000.00	22,743.39
Internet Issues		5,000.00	17,743.39
			17,743.39
			17,743.39
			17,743.39
			17,743.39
			17,743.39
			17,743.39
	10,000.00	8,000.00	17,743.39

FY 21/22

	Revenues	Expenses	Balance
Beginning Balance			17,743.39
Transfer In from LOT	10,000.00		27,743.39
Interest			27,743.39
Front window/desk/sign comp		5,000.00	22,743.39
Internet/Email work		5,000.00	17,743.39
			17,743.39
	10,000.00	10,000.00	17,743.39

1145 **Streets**

		FY 20/21		
		Revenues	Expenses	Balance
Beginning Balance				61,255.35
	Transfer In from LOT/RUT	75,000.00		136,255.35
	Interest			136,255.35
	Transfer from RUT	100,000.00		236,255.35
113-210-4810 --	Sale of Vehicles/Equipment			236,255.35
113-210-6310 --	Building-Repairs/Maintenance			236,255.35
				236,255.35
113-210-6415 --	Equipment/Vehicle Leases			236,255.35
	Tractor/Mower Leases		10,000.00	226,255.35
113-210-6423 --	Computers/Hardware			226,255.35
113-210-6710 --	Vehicles			226,255.35
	2007 CAT Backhoe/Breaker		150,000.00	76,255.35
				76,255.35
113-210-6723 --	Heavy Motorized Equipment			76,255.35
				76,255.35
				76,255.35
113-210-6727 --	Other Capital Equipment			76,255.35
				76,255.35
		175,000.00	160,000.00	76,255.35
		FY 21/22		
		Revenues	Expenses	Balance
Beginning Balance				76,255.35
	Transfer In from LOT/RUT	100,000.00		176,255.35
	Interest			176,255.35
	Transfer from RUT	100,000.00		276,255.35
113-210-4810 --	Sale of Vehicles/Equipment			276,255.35
113-210-6310 --	Building-Repairs/Maintenance			276,255.35
				276,255.35
113-210-6415 --	Equipment/Vehicle Leases			276,255.35
	Tractor/Mower Leases		10,000.00	266,255.35
113-210-6423 --	Computers/Hardware			266,255.35
113-210-6710 --	Vehicles			266,255.35
	2015 4x4 pu		50,000.00	216,255.35
				216,255.35
13-210-6723 --	Heavy Motorized Equipment			216,255.35
	Trade #2 plow truck - 2014		130,000.00	86,255.35
				86,255.35
13-210-6727 --	Other Capital Equipment			86,255.35

moved from FY23/24

back hoe

Paint Striper

Switched w/22/23 scheduled

Water

607 Fund

		FY 20/21		
		Revenues	Expenses	Balance
Beginning Balance				305,504.28
	Transfer In from O/M	125,000.00		430,504.28
	Interest			430,504.28
607-811-6727	Computers-Hardware/Software			430,504.28
				430,504.28
607-810-6343	-- Well Field Maint/Repair			430,504.28
	Well Rehab		22,000.00	408,504.28
				408,504.28
607-810-6499	Other Contractual			408,504.28
	8th St Tower Maint Contract		20,360.00	388,144.28
	Wt Plant Tower Maint Cont		20,360.00	367,784.28
607-811-6710	-- Vehicles			367,784.28
	Job Trailer		15,000.00	352,784.28
607-811-6727	-- Other Capital Equipment			352,784.28
	New Chlorine Analyzers		10,000.00	342,784.28
			-	342,784.28
				342,784.28
		125,000.00	87,720.00	342,784.28

Well #9 rehab
Lagoon Dredging

back hoe

		FY 21/22		
		Revenues	Expenses	Balance
Beginning Balance				342,784.28
	Transfer In from O/M	125,000.00		467,784.28
	Interest			467,784.28
607-811-6727	Computers-Hardware/Software			467,784.28
				467,784.28
607-810-6343	-- Well Field Maint/Repair			467,784.28
	Well Rehab		22,000.00	445,784.28
607-810-6499	Other Contractual			445,784.28
	8th St Tower Maint Contract		21,764.00	424,020.28
	Wt Plant Tower Maint Cont		21,764.00	402,256.28
607-811-6710	-- Vehicles			402,256.28
	2006 Dodge Ram		35,000.00	367,256.28
607-811-6727	-- Other Capital Equipment			367,256.28
	New Turbidity Meters		14,000.00	353,256.28
	New Surface Scatter Meters		8,000.00	345,256.28
				345,256.28
		125,000.00	122,528.00	345,256.28

slight inc 1/2 year

Wastewater

617

		FY 20/21			
		Revenues	Expenses	Balance	
Beginning Balance				251,571.37	
Transfer In from O/M	60,000.00			311,571.37	
Interest				311,571.37	
617-816-6423 -- Computers/Hardware				311,571.37	
				311,571.37	
				311,571.37	
617-816-6710 -- Vehicles				311,571.37	
Replace 2003 F250			35,000	276,571.37	moved from 19/20
617-816-6723 -- Heavy Motorized Equipment				276,571.37	
mower, 2017			4,700	271,871.37	
617-816-6727 -- Other Capital Equipment				271,871.37	
Pumps			30,000	241,871.37	Pump/installation
				241,871.37	back hoe
				241,871.37	Pump Controls
				241,871.37	Lift Station Rpr
				241,871.37	Pump
617-816-6730 -- Wastewater Nutrient Plant initial Expenses				241,871.37	
	60,000.00		69,700	241,871.37	
		FY 21/22			
		Revenues	Expenses	Balance	
Beginning Balance				241,871.37	
Transfer In from O/M	60,000.00			301,871.37	
Interest				301,871.37	
617-816-6423 -- Computers/Hardware				301,871.37	
				301,871.37	
				301,871.37	
617-816-6710 -- Vehicles				301,871.37	
				301,871.37	
617-816-6723 -- Heavy Motorized Equipment				301,871.37	
JD tractor/blade			35,000	266,871.37	moved from 19/20
617-816-6727 -- Other Capital Equipment				266,871.37	
Mower			4,700	262,171.37	
Pumps			30,000	232,171.37	
617-816-6730 -- Wastewater Nutrient Plant initial Expenses					
	60,000.00		69,700	232,171.37	

HOTEL MOTEL for FY21/22

FY 21/22 -
Available for Distribution - \$13,000

We have historically only spent what we know we have at the point of
budgeting since the funds come in sporadically.

	Requested	Staff Recommends	Council Committee Recommends	Council Approved
2021 Lincoln Hwy Days Celebration	5000	5,000	-	-
Fireworks**	8000	8,000	-	-
Chamber of Commerce-Visitors Guide	500		-	-
Signage (save in reserve for future)	1500			-
TOTAL	15000	13,000	-	-

FY 2019/2020

	H/M	Interest	Expense	Balance
Beginning Balance				11,256.41
Signage Reserve(did NOT budget this YR)				11,256.41
7/31/2019 July Interest	-	24.46		11,280.87
8/31/2019 August Interest		21.97		11,302.84
8/29/2019 Hotel/Motel	1,830.50			13,133.34
9/25/2019 Gatehouse Media, Nevada Guides			500.00	12,633.34
9/25/2019 Nevada Chamber, LHW			3,000.00	9,633.34
9/30/2019 September Interest		21.46		9,654.80
10/31/2019 October Interest		21.72		9,676.52
11/30/2019 November Interest		20.58		9,697.10
12/19/2019 Hotel/Motel	3,885.15			13,582.25
12/30/2019 December Interest EST		26.81		13,609.06
1/31/2020 January Interest		26.68		13,635.74
2/28/2020 February Interest		28.60		13,664.34
3/17/2020 Hotel/Motel	2,849.05			16,513.39
3/31/2020 March Interest		30.29		16,543.68
4/30/2020 April Interest		21.18		16,564.86
5/31/2020 May Interest		20.40		16,585.26
6/16/2020 Hotel/Motel	1,603.60			18,188.86
6/26/2020 J&M Displays, Fireworks			7,000.00	11,188.86
6/30/2020 June Interest		39.38		11,228.24
FY 2019/2020	10,168.30	303.53	10,500.00	11,228.24

Distrib Balance

Signage Reserve 4,500.00
XX 15,728.24

FY 2020/2021

	H/M	Interest	Expense	Balance
Beginning Balance				11,228.24
Signage Reserve			1,500.00	9,728.24
7/31/2020 July Interest	-	23.64		9,751.88
8/31/2020 August Interest		25.01		9,776.89
8/29/2020 Hotel/Motel	1,260.15			11,037.04
9/25/2020 Gatehouse Media, Nevada Guides				11,037.04
9/25/2020 Nevada Chamber, LHW				11,037.04
9/30/2020 September Interest		23.00		11,060.04
10/31/2020 October Interest		24.41		11,084.45
11/30/2020 November Interest		29.26		11,113.71
12/19/2020 Hotel/Motel Actual	3,571.25			14,684.96
12/30/2020 December Interest				14,684.96
1/31/2021 January Interest				14,684.96
2/28/2021 February Interest				14,684.96
3/17/2021 Hotel/Motel				14,684.96
3/31/2021 March Interest				14,684.96
4/30/2021 April Interest				14,684.96
5/31/2021 May Interest				14,684.96
6/16/2021 Hotel/Motel				14,684.96
6/26/2021 J&M Displays, Fireworks				14,684.96
6/30/2021 June Interest				14,684.96
FY 2020/2021	4,831.40	125.32	1,500.00	14,684.96

Distrib Balance

Signage Reserve 6,000.00 P. 96
20,684.96

P. 97

WORK/OFFICE FINANCE/INDUSTRIE

HR GREEN, INC.
AMENDMENT TO MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT, made this 11th day of January, 2021 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "HRG"), for professional services concerning:
Nevada, IA – 2021 Street Improvements Project

HRG Project Number 201191

The CITY agrees to employ HRG to perform the following services:
Design services for the proposed street improvements as defined in the Attachment A, Scope of Services.

In consideration for these services, the CITY AGREES to pay HRG on the following basis: (Indicate Payment Method)

- ☐ Lump sum in the amount of _____
- ☒ Per current Rate Schedule with a Not to exceed fee of \$140,000.00 for design of the 2021 Street Improvements Project, as defined in the attached Scope of Services
- ☐ Other as stated here: _____

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated July 24, 2017.

CITY OF NEVADA, IOWA

HR GREEN, INC.

By: Brett Barker
Its Mayor
Date _____

By: _____
Its Vice President
Date _____

**ATTACHMENT A
SCOPE OF SERVICES**

**2021 STREET IMPROVEMENTS
NEVADA, IA**

Project Understanding

General Understanding

The 2021 Street Improvements include the following projects:

- 11th Street from U Ave to W Ave – full depth asphalt street with open ditches
- S-14 (W 4th Street) from N Ave north of Railroad underpass – asphalt street reconstruction, mill/fill at underpass, and subdrain
- Lincoln Hwy – asphalt mill/fill on east approach of Bridge over UP Double Track

Design Criteria/Assumptions

Iowa SUDAS design standards and specifications and Nevada's supplemental design requirements will be used for this project.

Scope of Services:

The CITY agrees to employ COMPANY to perform the following services:

Project Management

Provide on-going project management for the design and bidding period. Set up lines of communication, update the project schedule as needed, use applicable codes and standards, and provide quality control plan. Advise CITY if additional data or services are necessary, and assist CITY in obtaining such data and services.

Data Collection

Gather and review the existing street and utility plans in the area, conduct field surveys to obtain the topographic data, ground elevations, and cross sections required for the development of the Project and to supplement the existing mapping available from the CITY. This task also consists of incorporating the topographic features, profiles, and cross sections into the base mapping for the project.

Public Involvement

Conduct one informational meeting with the affected property owners to inform them of the project. The meeting will include a brief presentation and a question and answer period. COMPANY will develop the text for the notice and review with the CITY. CITY will mail the notices for the informational meeting. COMPANY will prepare the presentation, and conduct the meeting.

Preliminary Plans

COMPANY will prepare a set of preliminary plans for review by the CITY and presentation to the residents. COMPANY will conduct a field exam of the project

based on the preliminary plans. COMPANY will prepare a preliminary opinion of probable cost based on the preliminary plan set. The preliminary plans will include the following sheets:

- Title and General Information Sheets – The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number.
- Preliminary Typical Cross Section – Typical cross sections will be prepared for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical cross sections will include but not be limited to typical sections for the proposed grading and paving improvements.
- Preliminary Street Plan and Profiles – COMPANY will prepare preliminary street plan and profile sheets that will show the pavement, intersection and driveway improvements based on the existing alignment. Included will be the necessary CADD work to show the preliminary design features for the proposed improvements. The preliminary plan and profile sheets will show proposed locations of storm sewer intakes and storm sewer pipes.
- Reference Ties and Bench Marks - COMPANY will assemble reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This also includes preserving any Government Corners that are found in the vicinity of the proposed construction.
- Preliminary Staging Plan – COMPANY will prepare a staging plan separating the project into phases to minimize the lengths of street closures. The staging needs to address access by residences and emergency vehicle, removal of trash and delivery of mail. The staging plan will also include appropriate traffic control measures as required by the Manual on Uniform Traffic Control Devices.
- Geometric Staking and Jointing – COMPANY will design and draft the preliminary layout of the intersections along the length of the project.
- Storm Sewer Plan and Profile – COMPANY will prepare the preliminary design and drafting of the storm sewer plan and profile including storm sewer structure types and elevations, and storm sewer pipe sizes, slopes and flow lines.
- Detailed Cross Sections – COMPANY will assemble detailed cross sections to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Final Plans

Based on the preliminary design, field exam, and public informational meetings,

COMPANY will proceed with finalizing the plan sheets prepared under the preliminary plans. We will also prepare a Project Manual using SUDAS as the technical specifications and the CITY'S general provisions. A final opinion of probable construction costs will be prepared based on the final plans.

Specifications

Prepare specifications and bidding documents necessary for the project. Prepare list of bid items and quantities. Prepare traffic control and construction sequencing to coordinate work with other summer projects and activities.

Bidding Services

Produce Plans and Specifications. Print the required number of plans, specifications, and contract documents for distribution to prospective bidders, contractors, subcontractors, and material/equipment suppliers. It is anticipated that 20 sets of documents will be required. Assist the CITY in advertising for and obtaining bids for construction and maintain a record of prospective bidders to whom bid documents have been issued. Prepare Notice to Bidders for CITY approval and publication. Include cost for publication in engineering expenses. A record of the plans will be available on our website under "Planholders" at www.hrgreen.com. Respond to questions from potential bidders and suppliers. Issue Addenda as appropriate to interpret, clarify or expand bidding documents. Attend the bid opening, tabulate the bids, assess proposals for completeness, and assist the CITY in evaluating the low bid. Review the Bids. Advise the CITY as to the acceptability of the low bid, contractor, and listed construction materials, if required in specifications. Provide a written recommendation to the CITY for awarding a contract.

Pre-Construction Meetings

Coordination of the Pre-Construction meetings and preparation of meeting minutes.

Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement, but can be provided by COMPANY via amendment or under a separate agreement, if desired:

- Preparing the design documents for multiple construction contracts other than what is outlined in this scope of services.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.
- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.
- Assistance with bid protests and re-bidding.

- Revisions of the design, drawings, and specifications result from changes in the general scope, extent, or character of the project including but not limited to, changes in size, complexity, CITY's schedule, character of construction, or method of financing.
- Construction Services and Observation

Services by Others

COMPANY may hire the services of a land surveying firm to complete the topographic survey for the project, however the COMPANY reserves the right to perform such services.

CITY Responsibilities

The CITY will provide the following:

- Pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
- Prompt review of drawings, specifications, sketches, technical memos, and information submitted by the COMPANY.
- Legal review of information as needed by the project.
- Designate a person to act as CITY'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CITY'S policies and decisions with respect to COMPANY's services for the Project.
- Provide field measurements of water main fittings, hydrants, valves and other appurtenances from CITY hand-held GPS unit to include in record drawings and City mapping.
- Provide location for Pre-Construction meeting

Schedule

The proposed schedule is based on the following:

- Begin design immediately upon execution of agreement and complete survey, design, and conduct letting approximately May 2021.

HR GREEN, INC.
AMENDMENT TO MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT, made this ____th day of _____, 2020 by and between the **City of Nevada**, the **CITY**, and **HR GREEN, INC.** (hereafter "HRG"), for professional services concerning:
Nevada, IA – AWIA Risk Assessment & Emergency Response Plan

HRG Project Number 201437

The CITY agrees to employ HRG to perform the following services:
System Evaluation and Preparation of Risk Assessment and Emergency Response Plan Documents as defined in the Attachment A, Scope of Services.

In consideration for these services, the CITY AGREES to pay HRG on the following basis: (Indicate Payment Method)

☐ Lump sum in the amount of _____

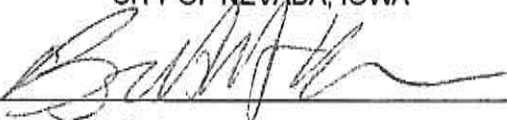
☒ Per current Rate Schedule _____
Total Project Not to Exceed amount of \$26,800, with breakdown of major deliverables and schedule as follows:

- Risk and Resilience Assessment for a Not to Exceed amount of \$18,900. This is to be completed and billed by June 30, 2021.
- Emergency Response Plan for a Not to Exceed amount of \$7,900. This is to be completed and billed between July 1st and December 31st 2021.


☐ Other as stated here: _____

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated July 24, 2017.

CITY OF NEVADA, IOWA


By: Brett Barker
Its Mayor
Date _____

HR GREEN, INC.


By: Andrew Marsh, P.E.
Its Vice President
Date 11/02/2020

ATTACHMENT A: SCOPE OF SERVICES

1.0 Project Understanding

1.1 General Understanding

The America's Water Infrastructure Act of 2018 (AWIA) requires community water systems serving more than 3,300 people to conduct a Risk and Resilience Assessment (RRA), and to prepare or revise an Emergency Response Plan (ERP). The communities have to submit a certification to the U.S. Environmental Protection Agency (U.S. EPA) for each (RRA and ERP). In general, the AWIA considerations for RRA and ERP include:

RRA

- Risks to the water system from malevolent acts and natural hazards
- Resilience of system components
- Monitoring practices for such things as operations, water quality, energy, and security
- Financial Infrastructure of the Utility
- Use, storage, and handling of various chemicals
- Operations and maintenance

ERP

- Strategies and resources to improve resilience, including physical and cyber security
- Plans and procedures that can be implemented and identification of equipment that can be utilized in the event of a malevolent act or natural hazards that threaten the ability to supply safe drinking water
- Actions, procedure, and equipment to lessen the impact on public health and safety and supply of safe drinking water from a malevolent act or natural hazard
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security of the water system

In response to the requirements of AWIA, CITY seeks assistance with conducting a RRA and preparation of an ERP. Based on the population served by the CITY, the RRA needs to be completed and certification submitted to U.S. EPA by June 30, 2021. An ERP certification should be submitted within 6 months following RRA submittal, but not later than December 30, 2021. This assessment is to be accomplished in a collaborative manner in which COMPANY and appropriate representatives of the CITY would participate. The CITY has retained COMPANY to complete an RRA & ERP for the water facilities listed below:

1. One (1) Water Treatment Plant
2. Five (5) groundwater wells
3. Two (2) Elevated Storage Tanks

CITY is requesting assistance from COMPANY to complete the RRA and development of an ERP per requirements of the AWIA.

1.2 Design Criteria/Assumptions

- The project will follow the Risk Assessment Methodology detailed in AWWA J-100-10: *Risk and Resilience Management of Water and Wastewater Systems* to complete the Risk and Resilience Assessment (RRA).
- The project will follow AWWA G440-17: *Emergency Preparedness Practices* and AWWA Manual M-19: *Emergency Planning for Water and Wastewater Utilities* to complete the Emergency Response Plan (ERP).
- According to the AWWA J-100 methodology, the steps to be completed are as follows:
 1. Asset Characterization – identify critical assets
 2. Threat Characterization – select appropriate threats and hazards
 3. Consequence Analysis – calculate consequences for each threat-asset pair
 4. Vulnerability Analysis – estimate effectiveness of existing mitigation measures
 5. Threat Likelihood Analysis – calculate threat likelihood
 6. Risk and Resilience Analysis – calculate baseline risk and resilience
- Each major task will include specific work products and deliverables.
- Design review workshops will be conducted with the CITY's personnel, key individuals from the COMPANY's project team and others as needed at critical milestones as identified in the following section
- Complete RRA using USEPA VSAT Web 2.0 Tool.

2.0 Scope of Services

The CITY agrees to employ COMPANY to perform the following services:

2.1 Project Coordination and Management

- COMPANY shall provide project management services for duration of the project
- Project Kick-off Meeting: Schedule a project kick-off meeting with the CITY staff to discuss in detail the tasks associated with the RRA and ERP.

2.2 Risk and Resilience Assessment (RRA)

2.2.1 Asset Characterization

The first step in the RRA is asset characterization. As part of the AWIA requirements, each utility must identify critical assets within the following ten asset categories:

1. Physical Barriers
2. Source water
3. Pipes and constructed conveyances, water collection, and intake
4. Pretreatment and treatment
5. Storage and distribution facilities
6. Electronic, computer, or other automated systems (including the security of such systems)
7. Monitoring practices
8. Financial infrastructure
9. The use, storage, or handling of chemicals
10. The operation and maintenance of the system

COMPANY has the following approach for asset characterization:

- i. COMPANY will conduct a system evaluation for the water system assets identified at the above water facilities. The evaluation will result in documentation of the function, communication, control, power, and existing security measures at each facility. COMPANY will provide a photo log within the RRA. Site visits will include not more than two COMPANY team members, and one (1) 8-hour day is planned for this effort.
- ii. COMPANY staff will identify and document the following items for each facility: SCADA systems, entry control procedures, hazardous chemicals, and interdependences of treatment systems, power systems, and communication systems.
- iii. COMPANY will develop a preliminary critical asset characterization based on the site visits. COMPANY and CITY will have a workshop to discuss whether the CITY agrees with the preliminary asset characterization and whether any assets should be added or removed. The workshop attendees will include no more than two COMPANY team members, and a combined eight (8) hours effort is planned for this workshop.

2.2.2 Threat Characterization

The second step is to perform threat characterization. As a guideline, EPA has identified threat categories for malevolent acts, natural hazards, and dependency/proximity threats. Each critical asset will be assigned the most relevant and probable threats that may adversely affect CITY facilities.

- i. COMPANY will first assign 2-3 of the most likely threat scenarios to pair with each critical asset based on the initial site visit and CITY staff discussions.
- ii. COMPANY and CITY will have a workshop (see 2.2.1.iii) to discuss whether the CITY agrees with the preliminary threat assignments for each critical asset and whether other threat scenarios should be added. Based on CITY input, COMPANY will make adjustments and finalize the threat characterization analysis.

2.2.3 Vulnerability Analysis

The Vulnerability Analysis estimates the likelihood that each specific threat or hazard, given it occurs, will damage the asset while considering the utility's existing countermeasures. Vulnerability analysis involves an examination of existing security capabilities and structural components, as well as counter measures/mitigation measures and their effectiveness in reducing damages from threats and hazards.

- i. COMPANY and CITY will have a workshop (see 2.2.1.iii) to assess the utility's ability to detect, delay, and respond to the threats assigned to each critical asset.

2.2.4 Threat Analysis

Threat analysis estimates the likelihood of malevolent attack, dependency/proximity hazard, or natural hazard based on several factors for threat likelihood.

- i. The threat analysis will be developed in-house after obtaining some additional information on threat likelihood factors from the CITY during the workshop discussed in 2.2.1.iii.

2.2.5 Consequence Analysis

Consequence analysis is the identification and estimation of reasonable consequences generated by each specific threat-asset combination. Consequences that are quantified include utility financial consequences (asset replacement costs, remediation costs and revenue lost), regional economic consequences (regional economy impacts due to service outages), and public health impacts (injuries and fatalities).

- i. If data is available, CITY will provide COMPANY with original construction costs associated with all critical assets. COMPANY will calculate the present worth of the provided construction cost data to estimate an asset replacement cost.
- ii. If CITY does not have original construction cost data, COMPANY will provide approximate cost estimates for critical asset replacement. COMPANY will develop the cost estimates as an additional service.
- iii. COMPANY will develop a consequence matrix, which will include the assumptions made to quantify consequences.

2.2.6 Risk and Resilience Analysis

Once the above steps are completed, the risk and resilience analysis is conducted. The risk and resilience analysis will calculate a baseline risk for each asset/threat pair, quantified as a monetary value. Risk and Resilience analysis creates the foundation for selecting strategies and tactics to counter or mitigate disabling events by establishing priorities based on the levels of risk and resilience and the extent they can be improved.

2.2.7 Submit Draft RRA to CITY

Upon completion of an internal quality control review, COMPANY will submit two hard copies of the draft RRA to CITY for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CITY. A meeting will be held to discuss the results of the RRA and obtain CITY comments.

2.2.8 Finalize RRA and Submittal of Certification to U.S. EPA

The CITY review comments on the draft RRA will be incorporated and final RRA will be submitted to CITY. Two hard copies will be submitted to the CITY. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CITY. CITY to submit certification to U.S. EPA per Agency guidelines that the RRA has been completed.

2.3 Emergency Response Plan (ERP)

2.3.1 Submit Draft ERP to CITY

Existing ERP will be provided by CITY to COMPANY. The recommendations from the RRA will be incorporated into the ERP. COMPANY will update the existing ERP with recommendations from the Risk and Resilience Assessment. Upon completion of an internal quality control review, COMPANY will submit two hard copies of the draft ERP to

CITY for review. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CITY. A meeting will be held to discuss and obtain CITY review comments.

2.3.2 Finalize ERP and Submittal of Certification to U.S. EPA

The review comments on the draft ERP will be incorporated and final ERP will be submitted to CITY. Two hard copies will be submitted to CITY. As an accommodation due to COVID-19 circumstances, a .pdf electronic submittal will also be made to the CITY. CITY to submit certification to U.S. EPA per Agency guidelines that the ERP has been completed.

3.0 Deliverables and Schedules Included in this Agreement

Notice to Proceed:	TBD by CITY
Workshop #1 for Risk and Resiliency Assessment (RRA)	6 Weeks after NTP
Submit draft RRA to the CITY	10 Weeks after NTP
Meeting to discuss draft RRA	11 Weeks after NTP
Submit final RRA to the CITY	12 Weeks after NTP
Draft ERP.....	19 Weeks after NTP
Final ERP:.....	21 Weeks after NTP

This schedule was prepared to include reasonable allowances for review and approval times required by the CITY and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CITY or for delays or other causes beyond the control of COMPANY.

4.0 Items not Included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

1. Develop cost estimates for critical asset replacement.
2. Countermeasure Analysis Assessment, which is considered optional by the EPA VSAT Web 2.0 tool.
3. Attendance at meetings or public hearings other than those specifically listed in the Scope of Services.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

N/A

6.0 City Responsibilities

1. Provide access to CITY's facilities for data collection
2. Provide timely review of draft submittals



3. Provide personnel knowledgeable about operations and maintenance of facilities to be available for discussions, accompany COMPANY on site visits, and to answer questions.
4. Provide personnel knowledgeable about City emergency response to be available for discussions, participate in workshops, and to answer questions, as needed.
5. Provide data on past construction costs for existing critical assets.
6. Submit RRA and certification to US EPA that the RRA has been completed.
7. Submit ERP and certification to US EPA that the RRA has been completed.

RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS:



NEW REQUIREMENTS FOR DRINKING WATER UTILITIES

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems¹ that serve more than 3,300 people to complete a risk and resilience assessment and develop an emergency response plan.

RISK AND RESILIENCE ASSESSMENT

Your utility must conduct a risk and resilience assessment and submit certification of its completion to the U.S. EPA by the following dates:

Important
Dates

- March 31, 2020 if serving $\geq 100,000$ people.
- December 31, 2020 if serving 50,000 to 99,999 people.
- June 30, 2021 if serving 3,301 to 49,999 people.

Recertification

Every five years, your utility must review the risk and resilience assessment and submit a recertification to the U.S. EPA that the assessment has been reviewed and, if necessary, revised.

Visit the U.S. EPA website to find more information on guidance for developing a risk and resilience assessment at <https://www.epa.gov/waterriskassessment/conduct-drinking-water-or-wastewater-utility-risk-assessment>.

EMERGENCY RESPONSE PLAN

Your utility must develop or update an emergency response plan and certify completion to the U.S. EPA **no later than six months** after risk and resilience assessment certification. Each utility deadline is unique; however, the dates below are the due dates for utilities who submit a risk and resilience assessment certification by the final due date according to the population served.

- September 30, 2020 if serving $\geq 100,000$ people.
- June 30, 2021 if serving 50,000 to 99,999 people.
- December 30, 2021 if serving 3,301 to 49,999 people.

Within six months of submitting the recertification for the risk and resilience assessment, your utility must certify it has reviewed and, if necessary, revised, its emergency response plan.

Visit the U.S. EPA website for guidance on developing an Emergency Response Plan at <https://www.epa.gov/waterutilityresponse/develop-or-update-drinking-water-or-wastewater-utility-emergency-response-plan>.

TOOLS OR METHODS

AWIA does not require the use of any standards, methods or tools for the risk and resilience assessment or emergency response plan. Your utility is responsible for ensuring that the risk and resilience assessment and emergency response plan address all the criteria in AWIA Section 2013(a) and (b), respectively. The U.S. EPA recommends the use of standards, including AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, along with tools from the U.S. EPA and other organizations, to facilitate sound risk and resilience assessments and emergency response plans.

¹ Section 2013 of AWIA applies to community water systems. Community water systems are drinking water utilities that consistently serve at least 25 people or 15 service connections year-round.

FREQUENTLY ASKED QUESTIONS



I need more information about risk and resilience assessments and emergency response plans:

Risk and resilience assessments evaluate the vulnerabilities, threats and consequences from potential hazards.

What does a risk and resilience assessment include?

- Natural hazards and malevolent acts (i.e., all hazards).
- Resilience of water facility infrastructure (including pipes, physical barriers, water sources and collection, treatment, storage and distribution, and electronic, computer and other automated systems).
- Monitoring practices.
- Financial systems (e.g., billing systems).
- Chemical storage and handling.
- Operation and maintenance.

Who should I work with when creating my emergency response plan?

- Utilities must coordinate the risk and resilience assessments, as well as the emergency response plans with local emergency planning committees.

For more information, see www.congress.gov/bill/115th-congress/senate-bill.

What does an emergency response plan include?

- Strategies and resources to improve resilience, including physical security and cybersecurity.
- Plans and procedures for responding to a natural hazard or malevolent act that threatens safe drinking water.
- Actions and equipment to lessen the impact of a malevolent act or natural hazard, including alternative water sources, relocating intakes and flood protection barriers.
- Strategies to detect malevolent acts or natural hazards that threaten the system.

I need more information on the certification process:

What do I need to submit to the U.S. EPA?

- Each utility must submit a certification of your risk and resilience assessment and emergency response plan. Each submission must include: utility name, date and a statement that the utility has completed, reviewed or revised the assessment. The U.S. EPA has developed an optional certification template that can be used for email or mail certification. The optional certification form will be available in August 2019.

Who can certify my risk and resilience assessment and emergency response plan?

- Risk and resilience assessments and emergency response plans can be self-certified by the utility.

How do I submit my certification?

- Three options will be provided for submittal: regular mail, email and a user-friendly secure online portal. The online submission portal will provide drinking water systems with a receipt of submittal. The U.S. EPA recommends using this method. The certification system will be available in August 2019.

When can I submit the initial certification?

- Utilities should wait to submit the initial certification to the U.S. EPA until the U.S. EPA publishes *Baseline Information on Malevolent Acts Relevant to Community Water Systems*, which is required under AWIA by August 2019.

Do I need to submit my certification to my state or local government?

- No. Section 2013 of AWIA does not require utilities to submit the certification to state or local governments.

How long do I need to keep a copy of my risk and resilience assessment and emergency response plan?

- Utilities need to keep a copy of both documents for five years after certification.

What if I do not have a copy of my most recent risk and resilience assessment?

- The U.S. EPA intends to destroy vulnerability assessments (VAs) submitted in response to the Bioterrorism Act of 2002, but if utilities would like to have their VA and certification documents mailed to them, contact WSD-Outreach@epa.gov, and on utility letterhead, include the utility name, PWSID, address and point of contact as an attachment to the email.

RESOURCES & TOOLS

Conducting a Risk and Resilience Assessment

- The U.S. EPA's Risk and Resilience Baseline Threat Document (available August 2019).
- The U.S. EPA's [Vulnerability Self-Assessment](#).

The U.S. EPA Website

- <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-2018-risk-assessments-and-emergency-response-plans>.

Developing an Emergency Response Plan

- [Emergency Response Plan Guidance](#).
- The U.S. EPA's [Emergency Response Webpage](#).
- [Local Emergency Planning Committees](#).

Still have questions about the new AWIA requirements?
Contact the U.S. Environmental Protection Agency (U.S. EPA) at dwresilience@epa.gov.

Office of Water (4608T)
EPA-817-F-19-0
May 2019

Item # 7E
Date: 1/11/2021

HR GREEN, INC.
AMENDMENT TO MASTER AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

THIS AGREEMENT, made this ____th day of June, 2020 by and between the **City of Nevada**, the CITY, and **HR GREEN, INC.** (hereafter "HRG"), for professional services concerning:
Nevada, IA – Jordan Well Abandonment

HRG Project Number 191227

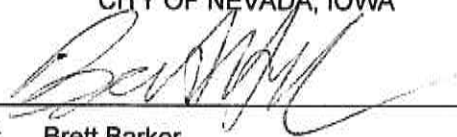
The CITY agrees to employ HRG to perform the following services:
Design, bidding, and construction phase services for the Jordan Well Abandonment as defined in the Attachment A, Scope of Services.

In consideration for these services, the CITY AGREES to pay HRG on the following basis: (Indicate Payment Method)

- ☐ Lump sum in the amount of _____
- ☒ Per current Rate Schedule with a Not to exceed fee of \$32,200.00
- ☐ Other as stated here: _____

The Schedule of Fees and Conditions are as approved in the Master Agreement for Municipal Engineering Services dated July 24, 2017.

CITY OF NEVADA, IOWA



By: Brett Barker
Its Mayor
Date _____

HR GREEN, INC.

By: Heath Picken, P.E.
Its Vice President
Date _____

**ATTACHMENT A
SCOPE OF SERVICES**

**2020 JORDAN WELL ABANDONMENT
NEVADA, IA**

Project Understanding

General Understanding

The most-recent sanitary survey conducted by the Iowa DNR identified the need to properly plug and abandon the City's existing Jordan Well that is no longer in use. This project will include the abandonment of the well in accordance with Iowa DNR requirements, demolition of the existing well house building, and surface restoration at the well site.

Design Criteria/Assumptions

This project will follow design and construction standards adopted by the Iowa DNR (Ten State Standards and Iowa Administrative Code), Iowa SUDAS design standards, Nevada's supplemental design and requirements, SUDAS standard specifications, and utilize City and HR Green standard front-end documents for this project.

Scope of Services:

The CITY agrees to employ COMPANY to perform the following services:

Project Management

Provide on-going project management for the design, bidding and construction period. Set up lines of communication, update the project schedule as needed, use applicable codes and standards, and provide quality control plan. Advise CITY if additional data or services are necessary, and assist CITY in obtaining such data and services.

Initial Project initiation Meeting with City Staff

Meet with City staff to initiate the project. COMPANY will conduct a meeting to review the overall scope of the project, identify specific objectives and CITY's requirements, and gather information and City records.

Data Collection

Gather and review the existing well data from City and/or State of Iowa records. Obtain aerial imagery and Story County property records to use for development of a basemap to show project location and extents. No field survey is anticipated.

Preliminary Plans

COMPANY will prepare a set of preliminary plans for review by the CITY. COMPANY will conduct a Preliminary Plan Review Meeting with City to review the preliminary plans. COMPANY will prepare a preliminary opinion of probable cost based on the preliminary plan set. The preliminary plans will include the following (5) sheets:

- Title and General Information Sheets (1 Sheet) – The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, and Project Number
- Project Quantities and Estimate Reference Information (1 Sheet)
- Site Demolition Plan (1 Sheet)
- Demolition Details and photos (1 sheet)
- Well profile sheet and abandonment notes (1 sheet)

Final Plans

Attend Preliminary Design Review Meeting with the City. Based on City's feedback and comments, COMPANY will proceed with finalizing the plan sheets prepared under the preliminary plans. A final opinion of probable construction costs will be prepared based on the final plans.

Specifications

COMPANY will prepare a Project Manual using SUDAS as the technical specifications and the CITY'S general provisions. Prepare specifications and bidding documents necessary for the project. Prepare list of bid items and quantities.

Bidding Services - HR Green will provide the following bidding-phase services:

- Print the required number of plans, specifications, and contract documents for distribution to prospective bidders, contractors, subcontractors, and material/equipment suppliers. It is anticipated that 10 sets of documents will be required.
- Assist the CITY in advertising for and obtaining bids for construction and maintain a record of prospective bidders to whom bid documents have been issued.
- Prepare Notice to Bidders for CITY approval and publication. CITY will pay costs for publication. A record of the plans will be available on our website under "Planholders" at www.hrgreen.com.
- Respond to questions from potential bidders and suppliers. Issue Addenda as appropriate to interpret, clarify or expand bidding documents.
- Attend the bid opening, tabulate the bids, assess proposals for completeness, and assist the CITY in evaluating the low bid.
- Review the Bids. Advise the CITY as to the acceptability of the low bid, contractor, and listed construction materials, if required in specifications. Provide a written recommendation to the CITY for awarding a contract.

Construction Administration – HR Green will provide the following construction-phase services:

- Coordination of the Pre-Construction meetings and preparation of meeting minutes.
- Review Contractor's construction schedule and monthly updates for general compliance with the Contract Documents.
- Review shop drawings, submittals, and other data which the Contractor is required to submit. Engineer's review is for general conformance with the Contract Documents and does not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions.
- Respond to requests for clarification, review, and recommend action on Contractor-initiated claims.
- Review Contractor's monthly payment applications and consult with the City regarding the status of the work and overall progression of the project.
- Provide a certified hydrogeologist to observe the filling and sealing of the Jordan well for abandonment in accordance with State of Iowa requirements. One trip and (2) 8-hour days are anticipated for the well abandonment oversight.
- Conduct a preliminary punchlist walkthrough with City staff to determine if the work is complete. Prepare and issue a punchlist to Contractor identifying outstanding items. One trip is anticipated by the Project Manager. City staff to conduct final punchlist walkthrough to confirm the Contractor's completion of the punchlist.
- Prepare a certificate of Final Completion for execution by the City and Contractor.

Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement, but can be provided by COMPANY via amendment or under a separate agreement, if desired:

- Preparing the design documents for multiple construction contracts.
- Subsurface televising and/or inspection of the existing Jordan well casing and/or pumping equipment.
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Obtaining a construction permit through the Iowa DNR.
- Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.
- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.
- Assistance with bid protests and re-bidding.
- Revisions of the design, drawings, and specifications result from changes

in the general scope, extent, or character of the project including but not limited to, changes in size, complexity, CITY's schedule, character of construction, or method of financing.

- Construction Observation, except for well abandonment observation as identified above in the scope of services.

Services by Others

COMPANY will hire the services of a water resources firm to complete the hydrogeological work for the project.

CITY Responsibilities

The CITY will provide the following:

- Pertinent available drawings, reports, data, maps, benchmarks, and utility information for the project area as needed.
- Direct-hiring of well contractor for initial televising of the well casing.
- Prompt review of drawings, specifications, sketches, technical memos, and information submitted by the COMPANY.
- Legal review of information as needed by the project.
- Designate a person to act as CITY'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CITY'S policies and decisions with respect to COMPANY's services for the Project.
- Provide field measurements of water main fittings, hydrants, valves and other appurtenances from CITY hand-held GPS unit to include in record drawings and City mapping.
- Provide location for Pre-Construction meeting with Contractor.

Schedule

The proposed schedule is based on the following:

- Begin design immediately upon execution of agreement at its June 8th Council Meeting with the following schedule:

Project Initiation Meeting	Week of June 15, 2020
Preliminary Plans to City	July 10, 2020
Preliminary Plan Review Meeting with City	Week of July 13, 2020
Final Plans	August 7, 2020
Advertise Bidding	August 2020
Bid Opening	September 2020
Issue Notice to Proceed	September 2020
Final Completion	Spring 2021



MASTER PROFESSIONAL SERVICES AGREEMENT

For

GIS Services

Jordan Cook, City Administrator
City of Nevada, IA
1209 6th Street
Nevada, IA 50201
(515) 382-5466

Mike Liska, GIS Group Leader
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
HR Green Project Number: 186096

November 19, 2020



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THIS **AGREEMENT** is between City of Nevada, IA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT requires Geographic Information System (GIS) services that may include but are not limited to continued access to a GIS web mapping system, database updates and maintenance, additional web GIS development, field inventory, and other GIS professional services upon request.

1.2 Design Criteria/Assumptions

This agreement does not require any design criteria/assumptions.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform services as described in any future Work Orders associated with this agreement upon signing said Work Orders.

COMPANY and CLIENT agree that a Work Order, similar to Attachment A, will be executed for each project, and services described therein shall be performed in accordance with provisions included in this Agreement and any Work Order-specific attachments included.

3.0 Deliverables and Schedules Included in this Agreement

The schedule described on each Work Order shall be prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement

Not applicable.

5.0 Services by Others

Any services to be performed by others will be detailed in subsequent Work Orders.

6.0 Client Responsibilities

Any client responsibilities will be detailed in subsequent Work Orders.



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the Agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of the Work Order shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT agrees to pay COMPANY on the basis described in each Work Order. Such provisions may include lump sum, rate schedule or time and material basis.



8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this Agreement and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced upon receipt of this signed Agreement and Work Order(s). This Agreement shall expire on December 31, 2025, or the completion date of Work Order(s) executed before then, whichever is later.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated.

or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other Instruments of Service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other Instruments of Service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate Agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this Agreement unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its

officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants on each Work Order shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 DGPS Signal Accuracy

Regional RTN, local RTK, or Omnistar Data Service may be interrupted, or the validity of the data changed, by local conditions such as blockage by trees and buildings or radio interference. Published system accuracies are dependent on the CLIENT'S GPS receiver and CLIENT'S location. The Regional RTN, local RTK, or Omnistar Data Services coverage is approximate and when CLIENT intends to operate on the extremes of the published coverage area, CLIENT is advised to verify the anticipated Data Services performance with vendor prior to use.

8.27 Intellectual Property Ownership of Tendered Materials

COMPANY retains title and full intellectual property ownership of all tendered documents and materials, including without limitation, analysis methods and equations, calculations, print layouts, layer operational definitions, drawings, models, plans, set of tools, etc. All such documents and materials are considered confidential and CLIENT shall not copy such documentation or materials or disclose them to third parties without COMPANY'S prior written consent. CLIENT shall sign COMPANY'S GEOSPATIAL NONDISCLOSURE AGREEMENT and take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by the COMPANY Geospatial Nondisclosure Agreement

and relevant law, CLIENT shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the COMPANY'S analysis, reports, maps, or other products, or attempt to do so.

8.28 Data Access

COMPANY makes no warranties or guarantees concerning internet connections or access to data. COMPANY will make efforts to notify internet service provider if made aware of CLIENT connectivity issues. CLIENT GIS data consumed through COMPANY-developed web mapping applications will be inaccessible at times due to planned hardware and software maintenance and, on occasion, due to unexpected technical issues. COMPANY does NOT guarantee CLIENT access to GIS data at all times. COMPANY will endeavor to minimize periods of data inaccessibility while also providing regular database maintenance and updates to CLIENT web mapping applications during contract period. If CLIENT deems the functionality or availability of the COMPANY-developed web mapping applications and associated GIS data is unacceptable, the CLIENT's sole remedy will be to discontinue using the service provided by COMPANY, at which point COMPANY will provide CLIENT with a copy of the data.

8.29 Data Backup and Recovery

COMPANY will create scheduled data backups for the purpose of recovering CLIENT data in the event of data corruption or loss. These measures are taken to safeguard the present state of the GIS data with no intention on the part of the COMPANY to maintain archival versions of the CLIENT GIS data for the purpose of preserving a historical record of CLIENT's GIS data. The backup schedule for the CLIENT GIS data will be concurrent with COMPANY's internal data backups. COMPANY administers the backup schedule in reference to industry practices and recommendations as well as COMPANY's internal operations, and as such, schedules may be adjusted and updated without notice. No point-in-time data recovery is available. CLIENT may not request adjustment to the COMPANY data backup schedule, and COMPANY shall not grant any such request. If CLIENT deems the backup schedule or availability to the database is unacceptable, the CLIENT's sole remedy will be to discontinue using the service provided by COMPANY, at which point COMPANY will provide CLIENT with a copy of their data. If in the event that the CLIENT data needs to be recovered from a backup, COMPANY reserves the right to charge then-current time and materials charges to CLIENT for both the recovery and any rework to get the data back to a current, workable state. If in the event that none of the backups are able to restore CLIENT's database, CLIENT's sole remedy will be to discontinue using the service provided by the COMPANY or pay then-current time and materials charges to COMPANY to re-collect the necessary information and re-load the database.

8.30 Annual Maintenance Renewal Agreement:

CLIENT must purchase an AGOL subscription in order for COMPANY to maintain the CLIENT GIS database and any associated web-mapping applications. Under this AGREEMENT, COMPANY will maintain the CLIENT GIS database and serve as the account administrator for CLIENT's AGOL site for a duration of 365 days, starting upon date of purchase of CLIENT's AGOL subscription. COMPANY will offer CLIENT continued access to the CLIENT GIS database and AGOL web mapping applications after this initial 365-day period through an annual maintenance renewal agreement. The fee associated with this annual maintenance renewal agreement and subsequent annual maintenance renewal agreements will account for labor costs associated with keeping CLIENT GIS applications functional and stable through necessary server-end (i.e. COMPANY-end) hardware and software updates. Separate from this annual maintenance renewal agreement with COMPANY, CLIENT must also renew its ArcGIS Online organizational subscription with ESRI on an annual basis in order to retain access to its web GIS solution.

8.31 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this Agreement, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This Agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the Agreement. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this Agreement and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the Agreement shall be the last date entered below.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Mike Liska', written over a horizontal line.

Mike Liska, GISP

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

City of Nevada

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



▷ 8710 Earhart Lane SW | Cedar Rapids, IA 52404
Main 319.841.4000 • Fax 319.841.4012

▷ HRGREEN.COM

January 5th, 2021

Jordan Cook
City of Nevada, Iowa
City Hall
1209 6th Street
Nevada, IA 50201

Re: 2021 GIS Billing Rate Sheet

Dear Jordan,

Below is our 2021 GIS Billing Rate Sheet for your records that will be associated with the GIS Master Professional Services Agreement for GIS Services dated November 19th, 2020.

Professional Services	Billing Rate Range
Administrative	\$60 - \$85
GIS Field Personnel	\$70 - \$90
Staff GIS Specialist	\$85 - \$100
Project GIS Specialist	\$100 - \$115
GIS Professional	\$110 - \$140

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$.085 per mile or \$65.00 per day.
3. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
4. All other direct expenses will be invoiced at cost plus 10%.

Sincerely,

HR GREEN, INC

Michael Liska, GISP
GIS Group Leader



ATTACHMENT A
SAMPLE WORK ORDER
(see next page)



Work Order: Scope of Services Authorization
HR Green, Inc.

Project: [Name of Project]
City of Nevada, IA

Project No: [000000000]
Phase No(s): [xxxx]
Date: [MM/DD/YYYY]

Client Contact _____
HR Green Project Manager: _____

HR Green, Inc. (COMPANY) agrees to perform the following Scope of Services for City of Nevada, IA (CLIENT) under the Master Professional Services Agreement dated _____

[Scope of services including expected submittal date, completion date and description of deliverables.]

CLIENT agrees to pay COMPANY for the above Scope of Services:

Lump Sum in the amount of \$ [xxxxxxxxxxxxx]

Time & Material, Not to Exceed in the amount of \$[xxxxxxxxxxxxx]

Per current Rate Schedule, with an estimated fee of \$ [xxxxxxxxxxxxx]

☐ Reimbursable Expenses Included

☐ Sub-Consultant Services Included

Copy To:

☒ Accounting

☐ _____

Attachments:

☐ None

☐ Exhibit(s) (copy attached)



The terms of the Master Professional Services Agreement entered into between COMPANY and CLIENT on [Date] shall govern this Work Order. This Work Order is approved and accepted by the COMPANY and CLIENT upon both parties signing and dating the Work Order. The effective date of the Work Order shall be the last date entered below.

HR GREEN, INC.

City of Nevada, IA

Authorized
Signer: _____

Accepted by: _____

Printed/
Typed Name: _____

Printed/
Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 062 (2020/2021)

A RESOLUTION TO AMEND FISCAL YEAR 2020/2021 SALARY RANGES AND PAY FOR PERFORMANCE SALARY MATRIX

WHEREAS, the City Council has established Salary Ranges and Pay for Performance Salary Matrix to be used in connection with employee evaluations in determining annual pay adjustments; and

WHEREAS, these Salary Ranges and Pay for Performance Salary Matrix are periodically examined by the City Council to determine if any adjustments need to be made; and

WHEREAS, the Pay for Performance Salary Matrix is examined at least annually and adjustments made; and

WHEREAS, the City Council has received recommendations of the City Administrator regarding the Wastewater Supervisor position; and

WHEREAS, it is in the best interest of the City that the recommendation and the schedule below of Salary Range and Pay for performance Salary Matrix for the Wastewater Supervisor be adopted and implemented immediately with the next hire for FY2020/2021.

	A	B	C
Wastewater Supervisor	63,045	73,559	84,074

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

1. The Salary Range (FY 2020/2021) for the Wastewater Supervisor position shall be: \$63,045 - \$84,074, and the same shall supersede any and all salary ranges previously established. The City Administrator is hereby directed to implement the said Salary Range for the position effective immediately.
2. The Pay for Performance Salary Matrix Amendment is hereby adopted, and the City Administrator shall use the said Pay for Performance Salary Matrix in determining the amount of salary for the Wastewater Supervisor. Future increases based upon his or her performance evaluation for employee anniversary dates.

Passed and approved this 11th day of January, 2021.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 062 (2020/2021) be adopted.

AYES: —

NAYS: —

ABSENT: —

The Mayor declared Resolution No. 062 (2020/2021) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 062 (2020/2021) at the regular Council Meeting of the City of Nevada, Iowa, held on the 11th day of January, 2021.

Kerin Wright, City Clerk

W:\OFFICE\COUNCIL\RESOLUTIONS\2020-2021\062-REVISED 18-19, 19-20, 20-21 SALARY MATRIX.DOC

For: January 11, 2020 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Shanna Speer, Library Director

**Nevada Public Library
Council Report**

- We are very excited to share that the Nevada Public Library has received a national grant to help us make our community an even greater place. Libraries Transforming Communities: Focus on Small and Rural Libraries is an American Library Association (ALA) initiative that helps library workers better serve their small and rural communities. The competitive award comes with a \$3,000 grant that will help the library have important conversations about diversity with local teens. As part of the grant, library staff will take an online course in how to lead conversations, a skill vital to library work today. We will then host online conversations with teens, including Nevada High School's Cub Colors and our Teen Advisory Group members, about diversity and what they want to see represented in our collection. We will use the grant funds to hire assistants to help with our diversity audit and to enhance our collection based on what the teens discuss.
- We have cleared all old fines and are encouraging the return of old items before February at which time we will begin incurring fines again. We have already started to see the return of many long overdue items.
- This will be the last council report you will receive from me. I have accepted a position at the Ankeny Kirkendall Public Library. My last day with the Nevada library will be February 5. It has been a pleasure working with you over the past few years. I have appreciated the support you have shown the library and I know you will continue to show in the future.

LIBRARY BOARD OF TRUSTEES MONDAY, DECEMBER 21, 2020, 5:00 P.M.

Vice-Chairperson Peter Korsching presided and convened the regular meeting of Nevada Library Board of Trustees via Zoom in accordance with emergency measures as a result of the COVID-19 pandemic on Monday, December 21, 2020 at 5:03 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Priscilla Gammon, Peter Korsching, David Morris, and Allison Severson. Absent: Elizabeth Klaes and Adam Riedell (arrived at 5:18 p.m.).

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

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

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

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

- (1) Approve **minutes** of the November 16, 2020 regular meeting
- (2) Approve December 2020 **claims** totaling \$5,217.72 (see attached list)
- (3) Accept and place on file the Director's **memo** dated December 18, 2020
- (4) Accept and place on file the November 2020 **financial report**

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

Motion by Board Member David Morris, seconded by Board Member Priscilla Gammon, to approve the circulation policy. The roll being called, the following named board members voted. Ayes: Morris, Gammon, Korsching, and Severson. Nays: None. Vice-Chairperson Peter Korsching declared the motion carried.

Adam Riedell arrived via Zoom at 5:18 p.m.

Motion by Board Member Allison Severson, seconded by Board Member Priscilla Gammon, to sunset the sex offender policy and adopt administrative procedures using West Des Moines Public Library's example as a template. The roll being called, the following named board members voted. Ayes: Severson, Gammon, Korsching, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried.

Library Director Shanna Speer reported on:

- Meeting with Mayor Barker and City Administrator Jordan Cook to discuss the impact going fine free would have on the city.

The next meeting will be held at 5:00 p.m. Monday, **January 18, 2021.**

There being no further business to come before the Board, it was moved by Board Member Peter Korsching, seconded by Board Member Allison Severson, to **adjourn the meeting**. The roll being called, the following board members voted. Ayes: Korsching, Severson, Gammon, Morris, and Riedell. Nays: None. Chairperson Adam Riedell declared the motion carried. At 5:37 p.m. he adjourned the meeting.

ATTEST:

Elizabeth Klaes, Secretary

Adam Riedell, Chairperson



NEVADA PUBLIC SAFETY DEPARTMENT

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

Ricardo Martinez II
Public Safety Director
Chief of Police



Josh Cizmadia
Police Sergeant

Ray Reynolds
Director of Fire & EMS

Chris Brandes
Police Sergeant

Cathy Jager
Chief's Assistant

MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: January 5, 2021

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

Total Calls for 2020:	736
Fire calls for Dec. 2020:	6
EMS calls for Dec. 2020:	42
Good intent calls for Dec. 2020:	10
Community Events for Dec. 2020:	1
Narcan administered this month:	0

2020 in review

The year 2020 provided some operational challenges which were unlike other previous years. The department saw a total call volume of 736 calls (a decline from 2019 by 3 calls). One factor impacting the level of calls was the covid pandemic of 2020. Many people stayed home and many avoided calling 911 in order to reduce hospital exposures. Over all when you consider 60 of those calls were birthday drive by events, the end of the year looks as follows:

2020 calls	2019 calls for comparison
522 EMS calls	593 EMS calls
51 actual fires	46 actual fires
103 fire related alarms	100 fire related alarms (hazardous calls, fire and CO alarms, car crashes)
60 community events	

The Derecho was the first time the department experienced more than 24 calls in a 72 hour period. The three days following the Derecho proved very challenging with 4 significant building fires. The department experienced 5 additional significant fire events compared to 2019. While EMS calls are down and fire calls are up, the department has been able to maintain adequate response times. The current roster sits at 49 members with one in the application process. We continue to maintain 50 members.

UHP Unit 610 is operational.

The department has replaced the Ultra High Pressure attack truck with a new chassis. The only thing left for the vehicle to be complete is the addition of a safety rail on the back and emergency lights added. Captain Brad Melton is working on the safety rail this week. The new flatbed is shorter than the previous flatbed so some modifications are needed to make the safety rail fit this flatbed. Keltek has an appointment date in late February for the emergency light package installation. The vehicle is operational and will continue to respond to calls in a non-emergency status. The pandemic has caused some delays in Whelen being able to produce emergency lights.



The UHP unit responded to this farm in Grant Township. An engine fire was quickly extinguished causing minimal damage to this loader tractor.

COVID and the Vaccine

The department has experienced 3 covid cases where our members tested positive. Most reported fatigue and absence of taste or smell. The symptoms lasted 24-48 hours and after a negative test and 72 hours free of symptoms the members returned to volunteer firefighter and EMS duties. We feel very fortunate the department has not experienced an outbreak to date. We continue to use PPE and encourage disinfecting of vehicles.

Approximately 12 EMTs and EMT police officers have received the first Pfizer vaccine. No one has reported any side effects and many are within days of receiving the second dose. Some have opted out as a personal preference to avoid receiving the vaccine at this time.

Advanced Life Support

Our medical director has signed advanced protocols for our department. This will allow our department to pursue a license and provide care at a non-transport paramedic level. The department has operated as an EMT level for many years. On some occasions, the department is experiencing up to a 25 minute delay for an ambulance to arrive when our local Story County Medical Center ambulance is on a transfer to Des Moines. On occasion, the local ambulance has been on mental health transfers as far away as Sioux City. The result is a delay in paramedic level care in our community. The next steps before we begin paramedic care are: 1) Finalize the pharmacy agreement with Nucara Pharmacy. 2) Complete the State of Iowa application. 3) Finish ordering medications. 4) Complete the State of Iowa site inspection. All other supplies, equipment, and security infrastructure are completed. The Nevada Firefighters Association, Inc,

has used a \$5,000 grant they obtained to purchase the startup needs for the department to upgrade to paramedic level care.

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



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

January 2021

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

After the approval of the FY22 Budget Worksheets these will be used to prepare for the Budget Workshop after the regular council meeting on January 25th. At the February 8th meeting we will set the hearing for the Maximum Levy Rate for the FY22 Budget. The State is again having issues with the new online system and we are unable to enter our numbers there yet. Hopefully it will be working soon.

We have received our FEMA reimbursement for COVID-19 after working through the required processes. Our final reimbursement was \$9,345.56 which is 75% of the allowable costs we expended. We should be receiving the 25% match from the State in the future.

There is a new reporting system for our CDL drivers. We are required to have random drug screens on those drivers and the Federal Government has implemented a new online system for reporting and inquiries. The new requirement is for all employers to do an annual query of their drivers to make sure there are no issues that have not been reported to us.

The first SRF reimbursement request has been submitted for the Wastewater Treatment Facility, Planning and Design. It should be in the bank by the council meeting. The bid for Phase 2 of the WWTF is scheduled for January 20th. Notices have been submitted for posting/publishing to follow the requirements for the guidelines required to hold the bidding and hold the hearing for the plans and bids.

The lighting projects have all been completed at the Water, Streets, Fire and City Hall. I am anxious to see the savings in our utility accounts as well.

