

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 13, 2020 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

*NOTICE: Due to the COVID-19 Pandemic the City Council meeting will held via Zoom. You may connect with your computer or phone. If anyone from the public would like to speak during the meeting please "raise your hand" by pressing the button or by pressing *9 if you are connected by audio. You may also submit questions or comments in the Q&A box.*

Link: <https://zoom.us/j/599590302?pwd=bDVaZjdVZGdPd09QZmYxS0dUWkoxQT09>

ID#: Password: 063382

****"Raise your hand" during the meeting if you would like speak**
OR

Phone #: US: +1 312 626 6799 or +1 646 558 8656 or +1 346 248 7799

Webinar ID: 599 590 302 Password: 063382

***Press *9 on your phone if you would like to speak**

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

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. 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 March 27, 2020
 - B. Approve Payment of Cash Disbursements, including Check Numbers 73243-73346 and Electronic Numbers 756-763 (Inclusive) Totaling \$655,736.90 (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. Resolution No. 047A (2019/2020): A Resolution amending Resolution No. 047 (2019/2020) COVID-19 Emergency Policy-General

B. Ordinance No. 1009 (2019/2020): An Ordinance amending Chapter 165.17, Unattached Accessory Buildings, second reading

C. Resolution No. 048 (2019/2020): A Resolution Providing for the sale and issuance of \$8,905,000 General Obligation Corporate Purpose Bonds, Series 2020, and for the levy of taxes to pay the same

D. South D Avenue Paving Project, Con-Struct Inc.

1. Approve Change Order No. 1 in the amount of \$8,773.00

2. Approve Pay Request No. 4 in the amount of \$9,169.87

3. Resolution No. 049 (2019/2020): A Resolution approving the South D Avenue Paving Project as Complete and release retainage

E. Approve Pay Request No. 1 for the Central Business District Project from Con-Struct, Inc. in the amount of \$213,808.43

F. Approve Pay Request No. 4 for the W Avenue Paving Project from Absolute Concrete, Inc. in the amount of \$16,754.20

G. 2019 Sidewalk Program, Milam Construction

1. Approve Change Order No. 1 in the amount of (\$1,730)

2. Approve Pay Request No. 4 in the amount of \$6,825.75

3. Resolution No.050 (2019/2020): A Resolution approving 2019 Sidewalk Project Substantially complete, releasing retainage in 30 days

7. NEW BUSINESS

A. Resolution No. 051 (2019/2020): A Resolution Approving an Agreement with Metro Fibernet, LLC (MetroNet) for the purposes of providing fiber voice, video and Internet services

B. Resolution No. 052 (2019/2020): A Resolution setting a public hearing to consider adding New Chapter 114, Cable Franchise Fees, to the City of Nevada Municipal Code

C. Request for banner at the Lincoln-Jefferson Highways Heritage Park fence, Nevada Historic Society's event, Music at the Mansion

- D. Resolution No. 053 (2019/2020): A Resolution Approving HR Green, Inc. Professional Services Agreement for GIS Services
- E. Resolution No. 054 (2019/2020): A Resolution Approving HR Green, Inc., Geospatial Non-Disclosure Agreement
- F. Resolution No. 055 (2019/2020): A Resolution Approving the Agreement with Pepsi Beverage Distributor to Provide Beverages at SCORE
- G. **CLOSED SESSION:** Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
- H. Discussion and appropriate follow-up on Closed Session pursuant to Iowa Code Section 21.5 (1) (i) to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.
- I. Discussion and Appropriate Follow-up on City Administrator position

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

9. ADJOURN

The agenda was posted on the official bulletin board on April 9, 2020, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

W:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2019-2020\2020-04-13.DOC

Council Packet Memo
April 9, 2020

6. OLD BUSINESS

- A. Resolution No. 047A (2019/2020): A Resolution amending Resolution No. 047 (2019/2020) COVID-19 Emergency Policy-General:** Enclosed you shall find a resolution amending the COVID-19 Emergency policy that was approved last meeting. The amendment has specific dollar amounts.
- B. Ordinance No. 1009 (2019/2020): An Ordinance amending Chapter 165.17, Unattached Accessory Buildings:** Enclosed is the ordinance to amending Chapter 165.17. This will be the second reading for this ordinance. Staff recommends approval.
- C. Resolution No. 048 (2019/2020): A Resolution Providing for the sale and issuance of \$8,905,000 General Obligation Corporate Purpose Bonds, Series 2020, and for the levy of taxes to pay the same:** Enclosed you shall find the resolution approving the a loan agreement with Key Government Finance, Inc for the purchase of the 2020 Bonds. Also included is the Loan Agreement and Paying Agent and Registrar Agreement. Staff recommends approval.
- D. South D Avenue Paving Project, Con-Struct, Inc contractor:** Enclosed you shall find Change Order No. 1 in the amount of \$8,773.00 for additional quantities due to field adjustments. Also included is Pay Request No. 4 in the amount of \$9,169.87 and Resolution No. 049 approving the Substantial Completion of the project and releasing retainage in 30 days. Staff recommends approval.
- E. Approve Pay Request No. 1 for the Central Business District Project from Con-Struct, Inc., in the amount of \$213,808.43:** Enclosed you shall find the pay request for the CBD Downtown project. Staff recommends approval.
- F. Approve Pay Request No. 4 for the W Avenue Paving Project from Absolute Concrete, Inc., in the amount of \$16,754.20:** Enclosed you shall find the pay request for the W Avenue project. Staff recommends approval.
- G. 2019 Sidewalk Program, Milam Construction contractor:** Enclosed you shall find Change Order No. 1 reducing the amount of the project by \$1,730, Pay Request No. 4 in the amount of \$6,825.75 and Resolution No. 050 (2019/2020) approving the 2019 Sidewalk Project Substantially Complete and releasing the retainage in 30 days. Staff recommends approval.

7. NEW BUSINESS

- A. Resolution No. 051 (2019/2020): A Resolution approving an Agreement with Metro Fibernet, LLC (MetroNet) for the purposes of providing fiber voice, video and Internet Services:** Enclosed you shall find slides from a power point presentation from MetroNet. Also included is the agreement allowing MetroNet to provide fiber voice, video and Internet services in Nevada. City Attorney Clanton has reviewed the agreement.

- B. Resolution No. 052 (2019/2020): A Resolution setting a public hearing to consider adding New Chapter 114, Cable Franchise Fees, to the City of Nevada Municipal Code:** Enclosed you shall find the resolution and the public hearing notice to be published. Also included is the proposed Ordinance that would add Chapter 114 prepared by City Attorney Clanton. This would set the public hearing for April 27th. After the public hearing council would consider the proposed Ordinance.
- C. Request for banner at the Lincoln Jefferson Highways Heritage Park fence, Nevada Historic Society's event, Music at the Mansion.** Enclosed you shall find details outlining the event and the request for the banner on the fence.
- D. Resolution No. 053 (2019/2020): A Resolution Approving HR Green, Inc., Professional Services Agreement for GIS Services:** Enclosed you shall find the resolution and agreement to provide GIS Services. Staff recommends approval.
- E. Resolution No. 054 (2019/2020): A Resolution Approving HR Green, Inc., Geospatial Non-Disclosure Agreement:** Enclosed you shall find the resolution and agreement for the Nondisclosure agreement. Staff recommends approval.
- F. Resolution No. 055 (2019/2020): A Resolution Approving the Agreement with Pepsi Beverage Distributor to Provide Beverages at SCORE:** Enclosed you shall find the resolution and Beverage Agreement C. Staff recommends approval.
- I. Discussion and Appropriate Follow-up on City Administrator position**

NEVADA CITY COUNCIL - MONDAY, MARCH 23, 2020 6:31 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 6:31 p.m. on Monday, March 23, 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 to the COVID-19 Pandemic, the City Council held the meeting via Zoom to allow anyone to participate remotely.

2. ROLL CALL

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

Staff Present: Ric Martinez, Kerin Wright, Ray Reynolds and Cathy Jager. Present by Zoom: Erin Clanton, Larry Stevens and Tim Hansen.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Fiscal Year 2020/2021 Budget

1. Public Hearing – Fiscal Year 2020/2021 Budget

At 6:32 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 5, 2020**. The public hearing is **for the FY2020/2021 Budget Estimate**.

There were **no written or oral objections** to the aforementioned recommendation.

With no further comments for or against the proposal, the Mayor declared the hearing terminated at 6:32 p.m.

2. Resolution No. 042 (2019/2020): A Resolution adopting the Fiscal Year 2020/2021 Annual Budget

Motion by Jason Sampson, seconded by Barb Mittman, to **adopt Resolution No. 042 (2019/2020)**. After due consideration and discussion, the roll was called. Aye: Sampson, Mittman, Nealson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

B. Capital Improvement Plan Fiscal Year 2020/2021

1. Public Hearing, approval of the Fiscal Year 2020/2021 Capital Improvement Plan

At 6:33 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 5, 2020**. The public hearing is **proposed FY20/21 Capital Improvements Plan**.

There were **no written or oral objections** to the aforementioned recommendation.

With no further comments for or against the proposal, the Mayor declared the hearing terminated at 6:33 p.m.

2. Resolution No. 043 (2019/2020): A Resolution adopting the Fiscal Year 2020/2021 Capital Improvement Plan

Motion by Dane Neilson, seconded by Jason Sampson, to **adopt Resolution No. 043 (2019/2020)**. After due consideration and discussion, the roll was called. Aye: Neilson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

C. General Fund Equipment Acquisition Lease-Purchase Agreement, Wide Area Mower for Parks, Recreation, Cemetery, Public Works

1. Public Hearing, to enter into a General Fund Equipment Acquisition Lease-Purchase Agreement

At 6:34 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 12, 2020**. The public hearing is **proposed General Fund Equipment Acquisition Lease-Purchase Agreement for the purchase of mower for Park and Recreation Department**.

There were **no written or oral objections** to the aforementioned recommendation.

With no further comments for or against the proposal, the Mayor declared the hearing terminated at 6:34 p.m.

2. Resolution No. 044 (2019/2020): A Resolution approving and authorizing a General Fund Lease-Purchase Agreement with lease payments in a principal amount not to exceed \$52,000 and providing for the levy of taxes to pay the same

Motion by Sandy Ehrig, seconded by Brian Hanson, to **adopt Resolution No. 044 (2019/2020)**. After due consideration and discussion, the roll was called. Aye: Ehrig, Hanson, Mittman, Neilson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

D. Amend Chapter 165.17 Zoning Ordinance, Unattached Accessory Buildings,

1. Public Hearing, to amend the Zoning Ordinance Chapter 165.17 Unattached Accessory Buildings

At 6:35 p.m. Mayor Barker announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 12, 2020**. The public hearing is **amending the Zoning Ordinance, Chapter 165.17, Accessory Buildings**.

There were **no written or oral objections** to the aforementioned recommendation.

With no further comments for or against the proposal, the Mayor declared the hearing terminated at 6:35 p.m.

2. Ordinance No. 1009 (2019/2020): An Ordinance amending Chapter 165.17, Unattached Accessory Buildings

Motion by Dane Nealson, seconded by Luke Spence, to **approve Ordinance No. 1009 (2019/2020) through the first reading**. After due consideration and discussion, the roll was called. Aye: Nealson, Spence, Ehrig, Hanson, Mittman, Sampson. 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 Sandy Ehrig, seconded by Jason Sampson, to **approve the following consent agenda items**:

- A. Approve Minutes of the Regular Meeting held on March 9, 2020
- B. Approve Payment of Cash Disbursements, including Check Numbers 73165-73242 and Electronic Numbers 752-755 (Inclusive) Totaling \$247,166.73 (See attached list)
- C. Approve Tax Abatement:
 - Permit #BP2018-0094, 516 Q Avenue, Single Family attached
 - Permit #BP2018-0095, 518 Q Avenue, Single Family attached
 - Permit #BP2018-0122, 1423 10th Street, Garage

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

6. PUBLIC FORUM

- A. No one wished to address the council.

7. OLD BUSINESS

- A. Resolution No. 045 (2019/2020): A Resolution approving Bond Purchase Agreement for the sale of General Obligation Corporate Purpose Bonds, Series 2020 thereunder

Consensus of the council was to take no action on Resolution No. 045 (2019/2020) and proceed with alternative financing option provided by D.A. Davidson.

- B. Approve Amendment to Master Agreement for Municipal Engineering Services for Construction Phase Services for the Central Business District Infrastructure Improvements

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve the Amendment to Master Agreement for Municipal Engineering Services for Construction Phase Services for the Central Business District Infrastructure Improvements not to**

exceed \$192,000. After due consideration and discussion, the roll was called. Aye: Sampson, Ehrig, Hanson, Mittman, Nealson, Spence. Nay: None. The Mayor declared the motion carried.

C. Approve Payment of Additional Payment for Tanker Conversion for the Fire Department

Motion by Brian Hanson, seconded by Jason Sampson, to approve the Additional Payment for the Tanker Conversion for the Fire Department to R&M Fire Apparatus in the amount of \$7,991.91. After due consideration and discussion, the roll was called. Aye: Hanson, Sampson, Spence, Ehrig, Mittman, Nealson. Nay: None. The Mayor declared the motion carried.

8. NEW BUSINESS

A. Approve Purchase of GPS Unit for Planning and Zoning Department

Motion by Jason Sampson, seconded by Barb Mittman, to approve the purchase of a Topcon GPS Unit for Planning and Zoning from Iowa Transit, Inc in the amount of \$11,364.80. After due consideration and discussion, the roll was called. Aye: Sampson, Mittman, Nealson, Spence, Ehrig, Hanson. Nay: None. The Mayor declared the motion carried.

B. Approve Purchase of Mowers for Park and Rec Department

Motion by Sandy Ehrig, seconded by Brian Hanson, to approve the purchase of two Zero Turn Mowers for Parks and Cemetery from Van Wall Equipment in the amount of \$13,500.00. After due consideration and discussion, the roll was called. Aye: Ehrig, Hanson, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

C. Resolution No. 046 (2019/2020): A Resolution authorizing the City Administrator to approve paid Employee leave during the COVID-19 Pandemic

Motion by Dane Nealson, seconded by Jason Sampson, to adopt Resolution No. 046 (2019/2020). After due consideration and discussion, the roll was called. Aye: Nealson, Sampson, Spence, Ehrig, Hanson, Mittman. Nay: None. The Mayor declared the motion carried.

D. Resolution No. 047 (2019/2020): A Resolution Authorizing the Mayor and City Administrator to take Appropriate Emergency Measures during the COVID-19 Pandemic

Motion by Dane Nealson, seconded by Sandy Ehrig, to adopt Resolution No. 047 (2019/2020). After due consideration and discussion, the roll was called. Aye: Nealson, Ehrig, Mittman, Nealson, Sampson, Spence. Nay: None. The Mayor declared the motion carried.

E. Discussion and Appropriate Follow-up on City Administrator Applicants

Motion by Dane Nealson, seconded by Brian Hanson, to approved five finalists for the City Administrator position. After due consideration and discussion, the roll was

called. Aye: Nealson, Hanson, Mittman, Sampson, Spence, Ehrig. Nay: None. The Mayor declared the motion carried.

9. REPORTS:

Interim City Administrator Martinez reported he and several other staff walked the creek to assess if the area would be a potential sponsored project with the interest paid when doing an SRF Loan for the wastewater treatment plant. He is waiting for more information on MetroNet before we proceed. He has been spending a lot of time with the Mayor and staff making tough decisions regarding the COVID-19 Pandemic.

Mayor Barker noted he had been spending a lot of time on the COVID-19 crisis. Main Street Nevada and NEDC are stepping up to do what they can in this crisis. The Nevada Foundation has set up a donation drive to fund key partners in Nevada. Mayor thanked Henry Corbin, John Hall, all volunteers and staff for stepping up and helping in this crisis.

Council member Ehrig reported she had met with representatives regarding the Iowa Healthy Hometown program powered by Wellmark. Council Member Nealson reported the Community Coffee for April is canceled at this time. Council Member Spence thanked Park and Rec Director Hansen for his quick response to his concerns regarding dog waste dispensers at the parks.

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 7:15 p.m. the meeting adjourned.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

Published: _____

Council Approved: _____

Item # 4B
 Date: 4/13/2020

CITY OF NEVADA
CLAIMS REPORT FOR APRIL 13, 2020 MEETING
3/24/20 THRU 4/13/20

VENDOR	REFERENCE	AMOUNT	CHECK #
WAGeworks	FSA03242020 PMT	218.18	759
ALLIANT	ALL-UTILITIES	4,879.40	73243
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	868.94	73244
IA DNR	CBD-DNR PERMIT	350.00	73245
PRINCIPAL FIN GRP	ALL-LIFE INSURANCE	616.44	73246
IPERS	PROTECTIVE IPER	30,939.85	756
TREASURER STATE OF IA	STATE TAXES	8,247.00	757
EFTPS	FED/FICA TAX	22,489.34	758
AMER'N FAMILY	AFLAC	4,151.88	73251
ICMA	DEFERRED COMP	820.00	73252
UNITED WAY	UNITED WAY	30.00	73253
COLLECTION SVC CTR	CHILD SUPPORT	305.71	73254
GREAT WESTERN	HSA	173.81	73255
FIDELITY SECURITY	VISION	566.28	73256
R&M FIRE APP	FD-TANKER ADDL	7,991.91	73257
WAGeworks	FSA03312020 PMT	2,370.90	760
WELLMARK	HEALTH 4/2020	22,743.56	73258
DELTA DENTAL OF IA	DENTAL 4/2020	1,621.96	73259
TREASURER STATE OF IA	SALES TAX 3/16-31/2020	539.87	761
EFTPS	FED/FICA TAX	23,665.19	763
ICMA	DEFERRED COMP	820.00	73268
COLLECTION SERVICES CTR	CHILD SUPPORT	305.71	73269
GREAT WESTERN BANK	HSA	173.82	73270
GREAT WESTERN BANK	ALL/TNG/BLINDS	2,389.10	762
B & D AUTO PARTS	WWT-SUPPLIES	21.98	73271
BEN FRANKLIN	WTR/PD/PKM-SUPPLIES	47.41	73272
BROWN SUPPLY	WTR-CLAMPS/GASKETS/PAINT	1,208.10	73273
CENTRAL IA DIST	CH/WWT-SUPPLIES	321.80	73274
ELECTRONIC ENG	PD-BATTERY MAINT	67.45	73275
HAWKINS INC	WTR-AZONE 15	2,886.10	73276
INDEPENDENT SALT	STS-SALT	16,695.04	73277
ALLIANT	ALL-UTILITIES	32,865.07	73279
PRATT SANI	ALL-GARBARGE SVC	717.00	73280
VAN WALL	WWT/STS-SUPPLIES	172.52	73281
NEVADA POSTMASTER	WTR/WWT-1ST CLASS PRESORT	240.00	73282
STATE HYGIENIC LAB	WWT-LAB ANALYSIS	2,399.50	73283
FIRST CLASS SIGNS	PKM-HATTERY PK/KIWANIS PK	3,601.00	73284
COMPUTER RES SPEC	ALL/COVID-IT SVCS	8,301.22	73285
ARNOLD MOTOR SUPPLY	FD/STS-SUPPLIES	181.82	73286
IA STATE READY MIX	STS-KELLY WTR BRK REIMB	1,140.00	73287
OVERHEAD DOOR	CH-GARAGE DOORS	3,948.35	73288
STORY CO TREASURER	PD/WTR/WWT-DISP QTR4 19/20	10,197.00	73289

DOOR & FENCE	PKM-4' FORKS	86.00	73290
GATEHOUSE-AMES TRIBUNE	ALL-PUBLIC NOTICES	747.43	73291
STORY CO MEDICAL CTR	PKM-RECRUITMENT ANDERSON	213.00	73292
HOKEL MACHINE SUPPLY	WWT-CYLINDER RENT	15.00	73293
MITCHELL, JERRY	STS-SAW SHARPENING	21.00	73294
EMERGENCY MED PROD	EMS-COVID19/MEDICAL SUPPLIES	1,348.82	73295
IA DOT	WWT-NO PARKING SIGN	25.75	73296
GOOD AND QUICK	PD-#91/55 RPR	254.85	73297
IA IRRIGATION	PKM-BB FIELD SPRING STARTUP	290.00	73298
ZIEGLER INC	STS-PIVOTS/RETURNS	25.81	73299
STOREY KENWORTHY	COVID-19 DISINFECT	42.66	73300
BSN SPORTS	REC-BB CAPS/SHIRTS	5,103.14	73301
GALLS INC	PD-UNIFORMS	1,744.82	73302
MIDIOWA NET	PKA/PKM-INTERNET	82.50	73303
NEVADA HARDWARE	ALL-SUPPLIES	932.46	73304
MID-STATES ORGANIZED	STS-MARTINEZ MEMBERSHIP	150.00	73305
STATE BANK & TRUST	LIB-PETTY CASH	70.67	73306
USA BLUEBOOK	WWT-SAFETY/SUPPLIES	150.51	73307
NEWSOME PLUMBING	WTR-LEAK RPR	161.91	73308
NEIGHBORS HTG	GH-FURNACE FUSE RESET	148.73	73309
HYDRO KLEAN	WWT-TELEVIEW LINES	3,011.29	73310
ALADTEC	FD-EMPTY SCHEDULING	1,395.00	73311
WINDSTREAM	ALL-PHONES	2,050.29	73312
SAMS CLUB	CEM-SUPPLIES	284.60	73313
CONTINENTAL RES	GH-CHEMICALS	664.17	73314
HR GREEN	WWTF-IMPROVEMENTS	203,544.08	73315
IA DEPT OF INSPECS	4PLX-FOOD SVC LICENSE	150.00	73316
BRICK GENTRY	ALL-LEGAL /COVID 19	7,350.00	73317
MISSISSIPPI LIME	WTR-QUICKLIME	6,364.72	73318
ROLAND STORY LITTLE LEAGUE	2020 LITTLE LEAGUE	4,473.44	73319
WILLIAMSON ELECTRIC	CH/PKM-ELEC RPR	1,620.44	73320
CONSTRUCTION MATERIALS	CBD PROJ-PROCTOR TESTING	512.00	73321
ALPHA COPIES	ADM-NEWSLETTER	283.50	73322
ELECTRICAL ENG	GH-GENERATOR RPR	353.05	73323
LANESBORO WEB	ADM-WEBSITE	300.00	73324
BOOT BARN	STS-RYDL CLOTHING	93.45	73325
IA TRANSIT	P&Z-GPS	11,364.80	73326
MEDIACOM	ALL-INTERNET SVC	326.90	73327
FERGUSON ENTERPRISES	WTR-SHUTOFF KEYS	738.98	73328
NEVADA AUTOMOTIVE	PD-BATTERY/BRAKE RPR	283.90	73329
WEX BANK	ALL-GAS CARDS	3,936.41	73330
CENTRAL IA TOWING	PD/STS-TOWING	418.75	73331
CENTRAL IA TELEVISION	WWT-TELEVISION	900.00	73332
S&P GLOBAL RATINGS	CBD PROJ-S&P RATING	11,550.00	73333
JET DRAIN SERVICE	P&Z-TELEVIEW S12TH ST/S I AVE	350.00	73334
MARCO	ALL-COPIER LEASE	799.00	73335
SOUTH HAMILTON LTL LEAGUE	2020 LITTLE LEAGUE	1,303.24	73336

GILBERT YOUTH BASEBALL	2020 LITTLE LEAGUE	3,933.34	73337
NESCO REC	2020 LITTLE LEAGUE	882.60	73338
COLLINS MAXWELL	2020 LITTLE LEAGUE	588.46	73339
MENARDS	FD/GH-SUPPLIES	168.26	73340
RMH ARCHITECTS	FIELD HOUSE PLANS PR#5	13,141.55	73341
ROCKFORD RIGGING	STS-SAFETY CHAINS REIMB ICAP	1,120.38	73342
A&M FARMS	P&Z-CITY SUMP PUMP LINE JET	200.00	73343
HINDERAKER, ROSEMARY	SC-RENTAL REFUND	120.00	73344
BREHM, MARLYS	PAVI-REFUND	200.00	73345
PRINT GRAPHICS	PD-PARKING VIOLATION TICKETS	933.69	73346
	Accounts Payable Total	<u>519,615.56</u>	
	Wtr Checks	47.78	
	Payroll Checks	<u>136,073.56</u>	
	***** REPORT TOTAL *****	<u>655,736.90</u>	

GENERAL	206,547.21
ROAD USE TAX	50,304.52
LOCAL OPTION SALES TAX	14,658.06
NORTH STORY BASEBALL	14,710.41
PARK OPEN SPACE	3,642.91
SC/FIELDHOUSE	13,141.55
CBD DOWNTOWN IMPR	12,412.00
WATER	53,795.78
WATER DEPOSITS	19.67
SEWER	55,600.29
SEWER CAP IMP PROJECT	203,544.08
REVOLVING FUND	24,771.34
FLEX BENEFIT REVOLVING	<u>2,589.08</u>
TOTAL FUNDS	<u>655,736.90</u>

20200322 Electronic Pymt #

20200322 PRESENTED AT COUNCIL MEETING 04/13/2020 W/CLAIMS

20200322 PRESENTED AT COUNCIL MEETING 04/13/2020 W/CLAIMS

20200322 PRESENTED AT COUNCIL MEETING 04/13/2020 W/CLAIMS

Transaction	Merchant Name	Description	Amount	Invoice #	ACCOUNT
2/26/2020	SXM SiriusXM	POOL, Music	1.53	1398091808	001-435-6474
3/1/2020	SXM SiriusXM	POOL, Music	14.27	1404042261	001-435-6474
3/4/2020	Home Depot	CEM, Blinds	384.41	850637051	810-450-6727
3/5/2020	Little League Storenet	BB/SB, Rule books	219.59	3527330	174-470-6599
3/4/2020	Annual Fee	PKM, Annual fee	10.00		001-430-6499
2/20/2020	IA DNR Fees	WWT, Exam	30.00	8221103	610-816-6479
2/27/2020	Iowa Water Environment	WWT, Biosolids Conference	115.00	6RV0019	610-816-6240
2/27/2020	Iowa Water Environment	WWT, Biosolids Conference	105.00	6RV0018	610-816-6240
2/27/2020	Iowa Water Environment	WWT, Biosolids Conference	125.00	6RV0017	610-816-6240
3/9/2020	NAPA Parts	WWT, antifreeze	35.64	282939	610-816-6391
3/4/2020	Annual Fee	WWT, Annual Fee	10.00		610-816-6499
3/4/2020	Annual Fee	LIB, Annual Fee	10.00		001-410-6599
2/27/2020	Get Me Registered	ADM, IA Employment Conference	175.76	7979372	600-814-6240
3/1/2020	GoDaddy	ADM, IA Employment Conference	175.76	7979372	610-818-6240
3/5/2020	Amazon	ADM, Website	15.12	1642922452	121-613-6431
3/6/2020	Amazon	CEM, Remodel	105.18	4845008	810-450-6727
3/6/2020	Amazon	CEM, Remodel	233.95	3971412	810-450-6727
3/6/2020	Amazon	CEM, Remodel	59.99	3971412	810-450-6727
3/10/2020	GoDaddy	ADM, Website	18.17	1647824564	121-613-6431
3/11/2020	Amazon	CEM, Remodel	37.78	4089054	810-450-6727
3/11/2020	Amazon	CEM, Remodel	14.97	4089054	810-450-6727
3/11/2020	Dollar General	CH, Disinfectant - COVID19	64.09	9885	001-131-6451
3/4/2020	Annual Fee	ADM, Annual Fee	10.00		001-612-6599
2/21/2020	Project Harmony	PD, Project Harmony Conference	250.00	1693	001-110-6240
3/11/2020	Panera Bread	PD, Training	42.14	440	001-110-6240
3/11/2020	Subway	PD, Training	60.12	201416	001-110-6240
3/19/2020	Zoom	ADM, Zoom-COVID-19	55.63	12034329	001-131-6451
3/4/2020	Annual Fee	PD, Annual Fee	10.00		001-110-6599

2,389.10

POSTING & PAYMENT DATE:

April 19, 2020

City Administrator

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

RESOLUTION NO. 047A (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, 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 13th day of April, 2020, by the City Council of the City of Nevada, Iowa.

ATTEST:

Brett Barker, Mayor

Kerin Wright, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 047A (2019/2020) be adopted.

AYES: —
NAYS: —
ABSENT: —

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

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 047A (2019/2020) at the regular Council Meeting of the City of Nevada, Iowa, held on the 13th day of April, 2020.

Kerin Wright, City Clerk

W:\OFFICE\COUNCIL\RESOLUTIONS\2019-2020\047A-COVID-19 EMERGENCY POLICY-GENERAL MATTERS.DOCX

Preparer Information and Return to: City of Nevada, 1209 6th Street, Nevada IA 50201 (515) 382-5466

ORDINANCE NO. 1009 (2019/2020)

AN ORDINANCE AMENDING CHAPTER 165 (LAND DEVELOPMENT, ZONING REGULATIONS) OF THE CITY CODE TO AMEND SUPPLEMENTAL SITE DEVELOPMENT REGULATIONS IN THE CITY OF NEVADA, IOWA

WHEREAS, the City Council deems it to be in the best interest of the City to adopt this ordinance; and

WHEREAS, the City's Planning and Zoning Commission reviewed the proposed changes to Chapter 165 (Land Development, Zoning Regulations) on Monday, March 2, 2020 and recommended approval of the same; and

WHEREAS, the City Council of the City of Nevada, Iowa does hereby find and declare that the revisions to the Zoning Regulations ordinance are necessary and will promote the health, safety, general welfare and aesthetics of the community.

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

SECTION 1. Chapter 165.17.4.B(6)e (Maximum Size of an Accessory Building in a R-1, R-2, R-3, R-4 or R-5 Residential District:) of the Code of Ordinances, which provides regulations for development, is amended by amending the following:

Chapter 165.17.4.B.(6).e: Maximum Size of an Accessory Building in a R-1, R-2, R-3, R-4 or R-5 Residential District:

(1) Shed. No accessory building other than a garage shall exceed 144 square feet, or 1.5% of total lot area, whichever is larger.

(2) Garage Total Area. All Accessory buildings on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any rear yard. This regulation shall not prohibit construction of a single garage with coverage up to 576 square feet on a minimum rear yard, even if such construction exceeds the 30% rear yard coverage restriction.

~~(2) Garage. The maximum size of a detached garage for single family detached, single family attached, or duplex residential uses shall not exceed 1,080 square feet and shall not have a dimension in excess of 40 feet on any one side, or 25% of the ground-level square footage of the primary residential structure, whichever is larger.~~

~~—(3) Total Area. All accessory buildings on a site, taken together, must comply with the building coverage requirements for the zoning district and shall not occupy more than 30% of any rear yard. This~~

~~regulation shall not prohibit construction of a single garage with coverage up to 550 square feet on a minimum rear yard, even if such construction exceeds the 30% rear yard coverage restriction.~~

~~(4) No Variances. The Board of Adjustment shall not grant a variance enlarging an accessory building in the above districts.~~

(5) (3) Building Permit. Construction of any accessory building requires the owner to obtain a building permit prior to commencing construction.

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

SECTION 3. SEVERABILITY CLAUSE. If any section or provision of this ordinance shall be adjudicated invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudicated invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be in effect after its passage and publication as provided by law.

Passed and approved this 23rd day of March, 2020.

Passed and approved this 13th day of April, 2020.

Passed and approved this __ day of __, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

1st Reading – March 23, 2020

Motion by Council Member Dane Nealson, seconded by Council Member Luke Spence, to adopt the first reading of Ordinance No. 1009.

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

NAYS: None

ABSENT: None

2nd Reading – April 13, 2020

Motion by Council Member __, seconded by Council Member __ to approve the second reading of Ordinance No. 1009.

AYES: -

NAYS: -

ABSENT: -

3rd Reading – __

Motion by Council Member __ seconded by Council Member __ to approve the third reading of Ordinance No. 1009.

AYES: -

NAYS: -

ABSENT: -

The Mayor declared Ordinance No. 1009 (2019/2020) was passed on __, 2020.

I certify that the foregoing was published as Ordinance No. 1009 (2019/2020) on the __ day of _____, 2020.

Kerin Wright, City Clerk

RESOLUTION NO. 048 (2019/2020)

Providing for the sale and issuance of \$8,905,000 General Obligation Corporate Purpose Bonds, Series 2020, and for the levy of taxes to pay the same

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$9,000,000 for the purpose of paying the costs, to that extent, of constructing street, sidewalk, sanitary sewer, water system, storm water drainage, alley and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements (the "Projects"), and has published notice of the proposed action and has held a hearing thereon on March 9, 2020; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP as bond and disclosure counsel to the City to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2020 (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by D.A. Davidson & Co., acting as underwriter of the issuance of the Bonds; and

WHEREAS, due to recent conditions of volatility in the bond market, the City requested that D.A. Davidson & Co. act as placement agent (the "Placement Agent") to assist the City in selling the Bonds through a negotiated private placement on terms favorable to the City; and

WHEREAS, the Placement Agent submitted a proposal to the City from Key Government Finance, Inc. (the "Lender") for the purchase of the Bonds, and the City has accepted such proposal; and

WHEREAS, it is necessary at this time to award the Bonds to the Lender and to adopt a resolution to provide for the principal amount, interest rates and other terms of issuance of the Bonds and the levy of taxes to pay the same;

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

Section 1. The proposal from the Lender referred to in the preamble hereof is hereby accepted, the Series 2020 Bonds are hereby awarded to the Lender at the price specified in such bid, the Mayor and City Clerk are hereby authorized to execute such documents as may be necessary on behalf of the City and all action heretofore taken in this regard is all hereby ratified and affirmed. The Series 2020 Bonds shall be dated as of the date of their delivery to the Lender and shall be payable as to both principal and interest in the manner hereinafter specified.

Section 2. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

“Bonds” or “Series 2020 Bonds” shall mean the \$8,905,000 General Obligation Corporate Bonds, Series 2020, authorized to be issued by this Resolution.

“Date of Taxability” shall have the meaning given such term in the Series 2020 Bonds.

“Determination of Taxability” shall have the meaning given such term in the Series 2020 Bonds.

“Issuer” shall mean the City of Nevada, Iowa

“Lender” shall mean Key Government Finance, Inc., together with its successors and assigns, as a holder of the Series 2020 Bonds.

“Paying Agent” shall mean BOKF, N.A., Lincoln, Nebraska

“Registrar” shall mean BOKF, N.A., Lincoln, Nebraska

“Tax Exempt Rate” means 2.00% per annum.

“Taxable Rate” means 2.53% per annum

Section 3. Registrar and Paying Agent. BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Registrar and Paying Agent for the Series 2020 Bonds. The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

Section 4. Bond Details; Source of Payment. The Series 2020 Bonds shall bear interest at the Tax Exempt Rate, unless a Determination of Taxability shall have occurred, in which case the Series 2020 Bonds shall bear interest at the Taxable Rate from the Date of Taxability. Principal of the Series 2020 Bonds shall be payable in annual installments as set forth in the Series 2020 Bonds. Interest on the Series 2020 Bonds shall be payable in semi-annual installments on June 1 and December 1 of each year, beginning December 1, 2020. Interest shall be calculated as set forth in the Series 2020 Bonds.

Payment of both principal of and interest on the Series 2020 Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books. After the final installment of principal and interest on the Series 2020 Bonds, the Lender shall return the original Series 2020 Bonds to the Paying Agent.

The City reserves the right to prepay principal of the Series 2020 Bonds prior to maturity, in whole but not in part, on any date at a price of par plus accrued interest, and, if prepayment occurs prior to a date thirty-six (36) months after the date of the Series 2020 Bonds, subject to a 2.00% prepayment premium calculated on the outstanding principal balance at the time of the prepayment.

Notice of such prepayment shall be given by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such prepayment date.

Any notice of prepayment may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2020 Bonds and that if funds are not available, such prepayment shall be cancelled by written notice to the owners of the Series 2020 Bonds in the same manner as the original prepayment notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for prepayment.

The Series 2020 Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested by the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature shall appear on the Series 2020 Bonds shall cease to be such officer before the delivery of such Series 2020 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 Series 2020 Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Bond Registrar.

The Series 2020 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 Bond Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Series 2020 Bonds shall be transferable only upon the registration books of the City upon presentation to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond 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 Series 2020 Bonds may be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Form of Series 2020 Bonds. The Series 2020 Bonds shall be initially issued as a single Series 2020A Bond and shall be in substantially the following form:

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO U.S. PERSONS (AS SUCH TERMS ARE DEFINED UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. ACCORDINGLY, THIS BOND IS BEING OFFERED AND SOLD ONLY TO (1) "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND (2) TO A LIMITED NUMBER OF OTHER INSTITUTIONAL "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) THAT EXECUTE AND DELIVER A LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS, AND THE BOND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE SERIES 2020A BOND RESOLUTION.

(Form of Series 2020 Bond)

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

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2020

No. 1 \$8,905,000

INTEREST RATE	MATURITY DATE	BOND DATE
2.00%	June 1, 2032	April 29, 2020

The City of Nevada, Story County, State of Iowa, for value received, promises to pay in the manner hereinafter set out, to:

KEY GOVERNMENT FINANCE, INC.

or registered assigns (the "Lender"), the principal sum of Eight Million, Nine Hundred Five Thousand Dollars together with interest on the outstanding principal hereof at the Interest Rate from the date of this Bond, or from the most recent payment date on which interest has been paid until the Maturity Date, except as the provisions hereinafter set forth with respect to prepayment prior to maturity may be or become applicable hereto.

Interest on this Bond is payable semi-annually on June 1 and December 1 of each year, commencing on December 1, 2020, and will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Principal of this Bond is payable in annual installments on June 1 of each year, commencing June 1, 2025, in each of the respective years and in the respective installment

amounts, and continuing to and including the Maturity Date, subject to earlier prepayment as provided herein:

Year	Principal Amount	Year	Principal Amount
2025	\$ 500,000	2029	\$1,270,000
2026	\$ 780,000	2030	\$1,295,000
2027	\$1,140,000	2031	\$1,325,000
2028	\$1,245,000	2032	\$1,350,000

BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Bond Registrar and Paying Agent.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a duly authorized series of General Obligation Corporate Purpose Bonds, Series 2020 (the "Series 2020 Bonds"), issued by the City in the aggregate principal amount of \$8,905,000, pursuant to and in strict compliance with the laws of the State of Iowa and all laws amendatory thereof and supplementary thereto, and in conformity with a resolution (the "Resolution") adopted by the City Council of the City providing for the issuance of the Series 2020 Bonds and for the levy of taxes to pay the same for paying the costs, to that extent, of constructing street, sidewalk, sanitary sewer, water system, storm water drainage, alley and sidewalk improvements; and acquiring and installing street lighting, signage and signalization improvements, and reference is hereby made to the Resolution for a more complete statement as to the source of payment of the Bonds and the rights of the Lender. Capitalized terms used but undefined herein shall have the respective meanings ascribed to such terms in the Resolution.

Upon the occurrence of a Determination of Taxability (as defined hereinafter), the Interest Rate on this Bond shall be automatically increased, effective as of the Date of Taxability (as defined hereinafter), to a rate of 2.53% per annum (the "Taxable Rate"). In such case, the City agrees also to pay to the Lender forthwith an amount equal to the aggregate difference between (i) the amount of interest paid on this Bond during the period in which all or a portion of the interest on this Bond was not excludable from the gross income of the holder (including without limitation any former holder) hereof for federal income tax purposes (the "Taxable Period") and (ii) the amount of interest that would have been payable on this Bond during the Taxable Period had the interest rate on this Bond been the Taxable Rate, together with an additional amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended) owed by the holder (including without limitation any former holder) hereof as a result of the occurrence of a Determination of Taxability. The provisions of this paragraph shall survive the payment of this Bond and the termination of the Resolution.

A "Determination of Taxability" shall mean that all or a portion of the interest paid or payable on all or any portion of the Bonds is not excludable from the gross income of the holder

(or any former holder) thereof for federal income tax purposes, as determined by such holder (or former holder).

The "Date of Taxability" shall mean the date as of which the interest paid or payable on the Bonds is includable in the gross income of the holder thereof for federal income tax purposes.

Payments of principal and interest not paid when due shall bear interest at the rate of 4.00% above the Interest Rate then in effect with respect to this Bond. In the event a payment of principal or interest is not made on or before 90 days of its due date, the rate of interest on all outstanding principal shall be at the rate of 4.00% above the Interest Rate then in effect with respect to this Bond until the payment default has been cured, at which time the interest rate will revert back to the rate otherwise then in effect.

The City reserves the right to prepay principal of this Bond prior to maturity, in whole but not in part, on any date at a price of par plus accrued interest, and, if prepayment occurs prior to a date thirty-six (36) months after the date of this Bond, subject to a 2.00% prepayment premium calculated on the outstanding principal balance at the time of the prepayment.

Notice of such prepayment shall be given by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such prepayment date.

Any notice of prepayment may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of this Bond and that if funds are not available, such prepayment shall be cancelled by written notice to the Lender in the same manner as the original prepayment notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for prepayment.

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

The City, the Bond Registrar and the Paying Agent may deem and treat the Lender 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 Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total

indebtedness of the City, including this Bond, does not exceed any constitutional, statutory or Charter limitations or provisions.

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its Deputy City Clerk, all as of April 29, 2020.

CITY OF NEVADA, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2020 Bonds described in the within-mentioned Resolution.

BOKF, N.A.
Lincoln, Nebraska
Registrar

By (DO NOT SIGN)
Authorized Officer

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	As Custodian for
TEN	as joint tenants with right of survivorship and not as tenants in common	(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 Bonds 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.

Section 6. Levy of Direct Annual Tax. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the interest on the Series 2020 Bonds as it falls due on December 1, 2020, and on each interest payment date thereafter to maturity, and also to pay and discharge the principal thereof at maturity, there is hereby ordered levied on all the taxable property in the City in each of the years while the Series 2020 Bonds or any of them are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years, to-wit:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$193,932;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$178,100;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$178,100;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$178,100;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$678,100;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$948,100;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$1,292,500;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$1,374,700;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$1,374,800;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$1,374,400;

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of \$1,378,500; and

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of \$1,377,000.

Section 7. Filing of Resolution with County Auditor. A certified copy of this resolution shall be filed with the County Auditor of Story County, and the County Auditor is

hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2020 Bonds hereby authorized and for no other purposes whatsoever. The amounts received by the City as accrued interest shall be deposited into such special account and used to pay interest due on the Series 2020 Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 6 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 8. Payment of Principal and Interest. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 9. Lawful Depositories. All funds held in any fund or account created or required 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, or as may be otherwise required to comply with the rebate provisions of the Internal Revenue Code.

Section 10. Deposit of Bond Proceeds; Executions of Documents. The Series 2020 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 Bond Registrar for registration, authentication and delivery to the Lender, upon receipt of the purchase price thereof, and all action heretofore taken in connection with the issuance of the Series 2020 Bonds is hereby ratified and confirmed in all respects.

The officers of the City are hereby authorized and directed to do all acts and things as may be necessary in connection with the issuance and delivery of the Series 2020 Bonds and to carry out the intent and purposes of this Resolution.

Section 11. Covenants of the City The City hereby represents, warrants, covenants and agrees with the owner or owners of the Series 2020 Bonds, or any of them, that, as soon as available but not later than 270 days after the end of each fiscal year, commencing with the report for the fiscal year ending June 30, 2020, the City shall provide to each owner of the Bonds an electronic copy of its audited annual financial statements, including operating statistics (the "Annual Report") and, within 60 days after the end of each fiscal year, the City shall provide an electronic copy of the operating budget for the next fiscal year. If the City is unable to provide an Annual Report within 270 days of the end of the City's fiscal year, the City shall send a notice to the Lender

stating (1) that there has been a failure to provide such information on or before the deadline above-specified and (2) the date by which the City will be able to provide the required information. The City shall provide the Lender such other financial reports as the Lender may reasonably request.

Section 12. Remedies of Bondholders. Except as herein expressly limited, the holder or holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds and interest thereon.

Upon an occurrence of a Determination of Taxability, the City shall, with respect to future interest payments, begin making payments relating to the Bonds calculated at the Taxable Rate. As set forth in the Bonds, the City shall make immediately a payment to the Lender forthwith an amount equal to the aggregate difference between (i) the amount of interest paid on the Series 2020 Bonds during the period in which all or a portion of the interest on Series 2020 Bonds was not excludable from the gross income of the holder (including without limitation any former holder) of the Series 2020 Bonds for federal income tax purposes (the "Taxable Period") and (ii) the amount of interest that would have been payable on the Series 2020 Bonds during the Taxable Period had the interest rate on the Series 2020 Bonds been the Taxable Rate, together with an additional amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended) owed by the holder (including without limitation any former holder) of the Series 2020 Bonds as a result of the occurrence of a Determination of Taxability. The provisions of this paragraph shall survive the payment of the Series 2020 Bonds and the termination of this Resolution.

Payments of principal and interest not paid when due shall bear interest at the rate of 4.00% above the Interest Rate then in effect with respect to the Series 2020 Bonds. In the event a payment of principal or interest is not made on or before 90 days of its due date, the rate of interest on all outstanding principal shall be at the rate of 4.00% above the Interest Rate then in effect with respect to the Series 2020 Bonds until the payment default has been cured, at which time the interest rate will revert back to the rate otherwise then in effect.

Section 13. Tax Exemption. It is the intention of the City that interest on the Series 2020 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 Series 2020 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 Series 2020 Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 14. No Continuing Disclosure. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in minimum denominations of \$100,000 (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the holder at least every nine months.

The Series 2020 Bonds are being issued in minimum denominations of \$100,000 and are being sold in a limited private placement. Consequently, the City hereby finds that the Rule is inapplicable to the Series 2020 Bonds.

Section 15. Disposition of Bond Proceeds; Arbitrage Not Permitted. The City certifies and covenants with the holders of the Series 2020 Bonds from time to time outstanding that the City, through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) will comply with all representations, covenants and assurances contained in the tax certificate, which tax certificate shall constitute a part of the contract between the City and the owners of the Series 2020 Bonds; (c) will consult with bond counsel as necessary to comply with the provisions of this Resolution; (d) will pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 2020 Bonds; (e) will file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, will employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the City in such compliance.

Section 16. Execution of Documents. The Mayor and City Clerk (or their designee) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Series 2020 Bonds and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 17. Severability. 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. No Consent. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Resolution shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

Section 19. Conflicting Resolutions. All resolutions and orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Resolution or the Series 2020 Bonds shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

Section 20. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 13, 2020.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

SALE AND ISSUANCE OF GENERAL
OBLIGATION CORPORATE PURPOSE BONDS,
SERIES 2020

420131-94

Nevada, Iowa

April 13, 2020

The City Council of the City of Nevada, Iowa, met on Monday, April 13, 2020, at 6:00 o'clock p.m., at the Nevada City Hall Council Chambers, in the City.

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

Link: <https://zoom.us/j/599590302?pwd=bDVaZjdVZGdPd09OZmYxS0dUWkoxQT09>

ID#: Password: 063382

Phone #: US: +1 312 626 6799 or +1 646 558 8656 or +1 346 248 7799

Webinar ID: 599 590 302 Password: 063382

The City Council is conducting 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 being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

It was reported that the City had received a proposal from Key Government Finance, Inc. (the "Lender") to purchase the City's General Obligation Corporate Purpose Bonds, Series 2020, in the principal amount of \$8,905,000, and that, pursuant to Council action on March 23, 2020, the City Clerk had accepted this proposal on behalf of the City.

Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Brett Barker, Mayor

Attest:

Kerin Wright, City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of April 29, 2020 by and between the City of Nevada, Iowa (the "City") and Key Government Finance, Inc., Denver, Colorado (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$8,905,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of a General Obligation Refunding Bonds, Series 2020 (the "Bonds") in the aggregate principal amount of \$8,905,000.

2. The City has adopted a resolution on April 13, 2020 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated April 29, 2020 shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided therein and in the Resolution.

4. This Loan 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 the statute.

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

CITY OF NEVADA, IOWA

By _____
Mayor

Attest:

City Clerk

KEY GOVERNMENT FINANCE, INC.
Denver, Colorado

By _____
(Signature)

(Print Name and Title)

PAYING AGENT AND REGISTRAR AGREEMENT

This Agreement is made and entered into as of April 29, 2020, by and between the City of Nevada, Iowa (the "Issuer"), and BOKF, National Association, Lincoln, Nebraska (the "Registrar").

WITNESSETH:

WHEREAS, the Issuer has authorized the issuance of \$8,060,000 of its General Obligation Corporate Purpose Bonds, Series 2020, dated April 29, 2020 (the "Bonds"), by a resolution duly adopted by the City Council of the Issuer (the "Resolution"), and requires the services of a Paying Agent and Registrar for said issue; and

WHEREAS, the Registrar is willing to provide services as Paying Agent and Registrar pursuant to the terms of this Agreement and the Resolution in consideration for the compensation described in this Agreement;

NOW THEREFORE, the Issuer and the Registrar do hereby agree as follows:

1. The Registrar agrees that it shall maintain on behalf of the Issuer books of record in which the registered owners of the Bonds and their registered addresses shall be duly recorded.
2. The Registrar agrees that it shall serve as Paying Agent for the Issuer in making the payments of principal and interest falling due on the Bonds. The Issuer shall, not later than five days before each interest and principal payment date on the Bonds, deposit with the Registrar an amount sufficient to make such payment and the Registrar shall apply such deposit by mailing a check or draft to each of the registered owners of the Bonds as shown on the books of record maintained pursuant to Section 1 hereof for the appropriate amounts of interest due on each respective Bond and by paying principal upon presentation, all in accordance with the Resolution. Payment made to the Depository or its nominee as defined and described in the Resolution shall be made as described in the Resolution and as described in Section 13 below.
3. The Registrar hereby accepts and agrees to perform all duties directed by the Resolution to be performed by the "Paying Agent" and "Registrar" as defined in the Resolution (specifically including, without limitation, duties relating to bond insurance) and the terms of the Resolution are hereby incorporated by reference.
4. The Registrar shall make the initial registration of the Bonds upon written directions from the original purchaser thereof as designated in the Resolution.
5. Transfer of the Bonds shall be registered pursuant to the limitations prescribed in the Resolution, upon surrender to the Registrar of any outstanding Bond in form deemed by the Registrar properly endorsed for transfer with all necessary signatures guaranteed in such manner and form as the Registrar may require by a signature guarantor reasonably believed by Registrar to be responsible, accompanied by such assurances as the Registrar shall deem necessary or

appropriate to evidence the genuineness and effectiveness of each necessary signature and, if deemed appropriate by the Registrar, satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the Issuer in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

6. As provided by law, the books of registration maintained by the Registrar shall not be deemed public records and shall be available for inspection solely pursuant to a court order or a subpoena of any governmental agency having jurisdiction to issue such subpoena.

7. At least annually, the Registrar shall give a report to the Issuer accounting for all funds received and disbursements made. The Registrar shall maintain customary records in connection with its exercise of its duties under this Agreement and the Resolution.

8. At any time, the Registrar may apply to the Issuer for instructions and may consult with the Issuer's attorney or the Registrar's own counsel in respect to any matter arising in connection with its duties under this Agreement and the Resolution and the Registrar shall not be liable or accountable for any action taken or omitted by it in good faith in accordance with such instructions or with the opinion of such counsel. The Registrar may rely on any paper or document reasonably believed by it to be genuine and to have been signed by the proper person or persons.

9. The Issuer agrees to pay any expenses reasonably incurred by the Registrar in connection with the performance of its duties under this Agreement and the Resolution including counsel fees, and in addition shall pay the Registrar as compensation for its services as shown on the attached schedule.

10. Any corporation or association into which the Registrar may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a part, shall ipso facto, be and become successor Registrar hereunder and vested with all of the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

11. The Issuer shall have the right to remove the Registrar in the event of a material breach of the Registrar's duties under this Agreement and the Resolution and the continued service by the Registrar shall also be subject to the provisions of the Resolution. In such event, the Issuer shall have the right to designate a successor and the Registrar hereby agrees that it shall turn over all of its records with respect to the Bonds to any such successor upon request by the Issuer.

12. This Agreement shall terminate when the Bonds have been paid in full. The Registrar shall have no duties with respect to the investment of monies paid to it under this Agreement and the Resolution except as may be otherwise agreed between the Registrar and the Issuer. Any deposit of such monies shall be either fully insured by insurance at the Federal Deposit Insurance Corporation or fully secured in the manner required by law for deposit of funds of the Issuer. Any such deposit may be in an account maintained with the Registrar.

13. Under the terms of the Resolution, the Bonds are to be issued initially as "book-entry-only bonds" using the services of The Depository Trust Company (the "Depository") and initially the entire issue of the Bonds shall be registered in the name of Cede & Co., as nominee for the Depository, with one typewritten bond for each separate stated maturity. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer to the account of Cede & Co. on the interest payment date for the Bonds at the address (wire instruction) shown in the Registrar's books of registration for Cede & Co. as registered owner in accordance with the Depository's procedures as in effect from time to time. The Registrar agrees that it will execute and observe the terms and conditions of the Letter of Representations (the "Letter of Representations") as authorized by the Resolution. The Letter of Representations may be in the form of separate undertakings executed by the Registrar and the Issuer in connection with services provided by the Depository.

The Registrar and the Issuer may treat the Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any participant of the Depository ("Participant"), any person claiming a beneficial ownership interest in the Bonds under or through the Depository or any Participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by the Depository or any Participant; the payment by the Depository or any Participant or any amount in respect of the principal of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under the Resolution; the selection by the Depository or any Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Depository as Bondholder. The Registrar shall pay all principal of and interest on the Bonds only to the Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. Except under the conditions directed below, no person other than the Depository shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and interest pursuant to the Resolution. Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in the place of Cede & Co., and subject to the provisions in the Resolution with respect to Record Dates, the term "Cede & Co." in this Agreement shall refer to such new nominee of the Depository. If the Depository gives notice to the Issuer or the Registrar pursuant to the Letter of Representations that it will

discontinue providing its services as securities depository with respect to the Bonds, the Issuer shall either appoint a successor securities depository or terminate the book-entry system for the Bonds under the following conditions:

(a) Any successor securities depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Registrar agreeing to act as the depository and clearing agency for all the Bonds. After such agreement has become effective, the Depository shall present the Bonds for registration of transfer in accordance with the Resolution and the Registrar shall register them in the name of the successor securities depository or its nominee. If a successor securities depository has not accepted such position prior to the effective date of the Depository's termination of its services, the book-entry system shall automatically terminate.

(b) If the Issuer elects to terminate the book-entry system for the Bonds, it shall so notify the Registrar in writing. Thereafter, upon presentation of the Bonds, or any of them, by the Depository or its nominee to the Registrar for registration of transfer in accordance with the Resolution, the Registrar shall register the transfer in accordance with the Resolution and all provisions of this Section 13 shall immediately cease to be in effect.

The Issuer may elect to terminate the book-entry system for the Bonds at any time by giving written notice to the Depository and the Registrar. On the effective date of such termination, the provisions of this Section 13 shall cease to be in effect, except that the Registrar shall continue to comply with applicable provisions of the Letter of Representations with respect to the Bonds as to which the Depository remains the registered owner. After such termination, the Registrar shall, upon presentation of the Bonds by the Depository or its nominee for registration of transfer or exchange in accordance with the Resolution make such transfer or exchange in accordance with the Resolution. Upon the appointment of a successor securities depository or termination of the book-entry system, the Registrar shall give notice of such event to the registered owners of the Bonds (through the Depository) and (1) of the name and address of the successor securities depository or (2) that the Bonds may now be obtained by the beneficial owners of the Bonds, or their nominees, upon proper instructions being given to the Depository by the relevant Participant and compliance by the Depository with the provisions of the Resolution regarding registration of transfers. Notwithstanding any other provision of this Agreement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository (or any successor nominee), all payments with respect to the principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations. In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Issuer or the Registrar with respect to any consent or other action to be taken by Bondholders, the Issuer or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

14. If any one or more of the covenants or agreements to be performed by either of the parties to this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such covenants or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

15. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties hereto have each caused this Paying Agent and Registrar Agreement to be executed by their duly authorized officers and attested as of the date first above written.

CITY OF NEVADA, IOWA

ATTEST:

By: _____
Mayor

City Clerk

BOKF, National Association, Lincoln, Nebraska
Paying Agent and Registrar

By _____
Authorized Officer

BOK FINANCIAL

Trustee, PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE – PAYING AGENT

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$450 annual |
| • Registered/Private Placement Bonds | \$300 initial/\$700 annual |

ADMINISTRATION FEE – TRUSTEE / PAYING AGENT

- | | |
|--------------------------------------|------------------------------|
| • Book Entry Bonds | \$750 initial/\$1,250 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$1,500 annual |

* Initial Fees paid at Closing

* Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------|
| • Placement of CDs or Sinking Funds | Included in Annual Fee |
| • Optional or Partial Redemption | Included in Annual Fee |
| • Mandatory Redemption | Included in Annual Fee |
| • Early Termination/Full Call | Included in Annual Fee |
| • Paying Costs of Issuance | Included in Annual Fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|----------------------------------|------------------------|
| • Dissemination Agent | \$250 Annual Fee |
| • Tax credit bond filing | \$350 Annual Fee |
| • Disbursement Agent | Included in Annual Fee |
| • Disbursement Agent wires/check | Included in Annual Fee |

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

April 8, 2020

Via Email

Kerin Wright
City Clerk/City Hall
Nevada, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2020
Our File No. 443891-94

Dear Kerin:

We have prepared and attach proceedings to be used at the April 13th City Council meeting to enable the Council to adopt the resolution (the "Resolution") authorizing the issuance of the General Obligation Corporate Purpose Bonds, Series 2020 to Key Government Finance, Inc.

The proceedings attached include the following items:

1. Minutes of the meeting covering the adoption of the Resolution. The Resolution follows the minutes. The form of Bond, Authentication Certificate and Assignment set out in the Resolution should not be completed or executed.
2. Attestation Certificate attesting to the validity of the transcript.
3. County Filing Certificate relating to the filing of a certified copy of the Resolution in the County Auditor's office. After it is adopted, a certified copy of the Resolution must be filed with the Story County Auditor. An extra copy of the Resolution should be printed for this purpose.

As provided in this Resolution, beginning in the 2020-2021 fiscal year, the County Auditor will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City's budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City's budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

As these proceedings are completed, please return one fully executed copy to our office.

Page 2

Also attached is a Loan Agreement for execution by you and the Mayor. Please print three copies of the Loan Agreement for execution. After they have been signed, please return all of these copies to us so that we can have them signed on behalf of Key Government Finance, Inc., after which we will furnish you with a signed original.

Finally, we are attaching a Registrar and Paying Agent Agreement for you and the Mayor to sign. Please print three copies for execution, after which all three executed copies should be returned to us so that we may forward them to BOKF, N.A. for signature. We will provide you with a fully executed copy of the Agreement at the time of closing.

If you have any questions, please contact Amy Bjork or me.

Best regards,

John P. Danos

Attachments

cc: Rick Martinez
Michael Maloney
Aaron Smith
Daniel Bild
Kristen Sundin
Andrew P. Romshek
BOKF, N.A.

Item # 6D
 Date: 4/13/2020

CHANGE ORDER

Distribution:

Owner	<u>X</u>
Contractor	<u>X</u>
HRG	<u>X</u>
Field	<u> </u>
Other	<u> </u>

PROJECT: South D Avenue Paving Project Nevada, Iowa	Change Order No.	Change Order 1
	Date	April 3, 2020
To Contractor: Con-Struct, Inc. 305 South Dayton Avenue Ames, IA 50010	Project No.	180461
	Original Contract Date	September 5, 2019
The contract is changed as follows: Over-runs and Under-runs due to field adjustment of bid quantities: As shown in attached Over/Under Run Statement		
		\$ <u>8,773.00</u>
Total Change Order #1		\$ 8,773.00
Original Contract Sum		\$ 535,535.00
Net change by previously authorized Change Orders		\$ 0
The Contract Sum prior to this Change Order was		\$ 535,535.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 8,773.00
The new Contract Sum including this Change order will be		\$ 544,308.00
The Contract Time will be increased by		0 Days
The date of Substantial Completion as of the date of this Change Order therefore is		December 1, 2019

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
	Contractor Con-Struct, Inc.	Owner City of Nevada
	By	By
	Date:	Date:

OVER/UNDER RUNS

Owner: City of Nevada
Project: South D Avenue Paving
Contractor: Con-Struct Inc.

Date: 4/3/2020

NO.	ITEM	CONTRACT				FINAL			
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	QTY COMPLETED	\$ AMT COMPLETED	QTY OVER/UNDER	\$ OVER/UNDER
1	ON-SITE TOPSOIL STRIPPED, SALVAGED, AND SPREAD	CY	610	\$ 15.00	\$ 9,150.00	610.00	\$ 9,150.00	0.00	\$ -
2	CLASS 10 EXCAVATION	CY	1700	\$ 20.00	\$ 34,000.00	1,700.00	\$ 34,000.00	0.00	\$ -
3	CLASS 13 EXCAVATION	CY	870	\$ 20.00	\$ 17,400.00	870.00	\$ 17,400.00	0.00	\$ -
4	SUBGRADE PREPARATION	SY	4013	\$ 4.00	\$ 16,052.00	4,013.00	\$ 16,052.00	0.00	\$ -
5	SUBBASE, MODIFIED, 6"	SY	4013	\$ 10.00	\$ 40,130.00	4,013.00	\$ 40,130.00	0.00	\$ -
6	STORM SEWER, TRENCHED, RCP, 15"	LF	90	\$ 192.00	\$ 17,280.00	90.00	\$ 17,280.00	0.00	\$ -
7	STORM SEWER, TRENCHED, RCP, 24"	LF	46	\$ 250.00	\$ 11,500.00	46.00	\$ 11,500.00	0.00	\$ -
8	SUBDRAIN, TYPE 1 (LONGITUDINAL SUBDRAIN), PVC, 6"	LF	1513	\$ 16.00	\$ 24,208.00	1,513.00	\$ 24,208.00	0.00	\$ -
9	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	6	\$ 500.00	\$ 3,000.00	6.00	\$ 3,000.00	0.00	\$ -
10	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	10	\$ 500.00	\$ 5,000.00	10.00	\$ 5,000.00	0.00	\$ -
11	STORM SEWER MANHOLE, SW-401, 48" DIA.	EA	1	\$ 9,000.00	\$ 9,000.00	1.00	\$ 9,000.00	0.00	\$ -
12	STORM SEWER INTAKE, SW-501	EA	4	\$ 2,800.00	\$ 11,200.00	4.00	\$ 11,200.00	0.00	\$ -
13	STORM SEWER INTAKE, SW-505	EA	2	\$ 3,800.00	\$ 7,600.00	2.00	\$ 7,600.00	0.00	\$ -
14	MANHOLE ADJUSTMENT	EA	1	\$ 2,000.00	\$ 2,000.00	3.00	\$ 6,000.00	2.00	\$ 4,000.00
15	PCC PAVEMENT, 9"	SY	3581	\$ 66.00	\$ 236,346.00	3,581.00	\$ 236,346.00	0.00	\$ -
16	REMOVAL OF SIDEWALK	SY	7	\$ 30.00	\$ 210.00	7.00	\$ 210.00	0.00	\$ -
17	SIDEWALK, PCC, 4"	SY	26	\$ 80.00	\$ 2,080.00	26.00	\$ 2,080.00	0.00	\$ -
18	SIDEWALK, PCC, 6"	SY	12	\$ 90.00	\$ 1,080.00	12.00	\$ 1,080.00	0.00	\$ -
19	DETECTABLE WARNINGS	SF	16	\$ 50.00	\$ 800.00	16.00	\$ 800.00	0.00	\$ -
20	DRIVEWAY PAVED, PCC, 8"	SY	262	\$ 70.00	\$ 18,340.00	262.00	\$ 18,340.00	0.00	\$ -
21	DRIVEWAY, GRANULAR	SY	146	\$ 40.00	\$ 5,840.00	146.00	\$ 5,840.00	0.00	\$ -
22	PAVEMENT REMOVAL	SY	175	\$ 30.00	\$ 5,250.00	175.00	\$ 5,250.00	0.00	\$ -
23	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	8	\$ 550.00	\$ 4,400.00	19.26	\$ 10,593.00	11.26	\$ 6,193.00
24	PAINTED SYMBOLS AND LEGENDS	EA	3	\$ 165.00	\$ 495.00	3.00	\$ 495.00	0.00	\$ -
25	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 4,400.00	\$ 4,400.00	1.00	\$ 4,400.00	0.00	\$ -
26	SEEDING, FERTILIZING, AND MULCHING	AC	0.6	\$ 6,600.00	\$ 3,960.00	0.90	\$ 5,940.00	0.30	\$ 1,980.00
27	SWPPP-PREPARATION	LS	1	\$ 1,870.00	\$ 1,870.00	1.00	\$ 1,870.00	0.00	\$ -
28	SWPPP-MANAGEMENT	LS	1	\$ 3,544.00	\$ 3,544.00	1.00	\$ 3,544.00	0.00	\$ -
29	SILT FENCE	LF	1700	\$ 2.00	\$ 3,400.00	0.00	\$ -	-1,700.00	\$ (3,400.00)
30	MOBILIZATION	LS	1	\$ 36,000.00	\$ 36,000.00	1.00	\$ 36,000.00	0.00	\$ -
	TOTAL				\$535,535.00		\$544,308.00		\$8,773.00

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER

City of Nevada
1209 6th Street
Nevada, IA 50201

PROJECT:
South D Avenue Paving

APPLICATION NO: 4 Final

DISTRIBUTION TO:

FROM CONTRACTOR:

Con-Struct Inc.
305 S Dayton Ave
Ames, IA 50010

Engineer:
H.R. Green, Inc.
5525 Merle Hay Rd Ste 200
Johnston, IA 50131

PROJECT NO: 180461

OWNER

ENGINEER

CONTRACT DATE: 9/5/2019

CONTRACT FOR: Street Improvements

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$0.00	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
TOTALS		\$0.00	\$0.00
Net Change by Change Orders		\$0.00	

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

CONTRACTOR: Con-Struct Inc.

BY:

[Signature]

DATE:

4/2/20

CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$535,535.00
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE \$535,535.00
4. TOTAL COMPLETED & STORED TO DATE \$544,308.00
(Column G on G703)
5. RETAINAGE:
 - a. 5% of completed work \$27,215.40
(Column D + E on G703)
 - b. 5% of stored material \$0.00
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$517,092.60
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$507,922.73
8. CURRENT PAYMENT DUE \$9,169.87
9. BALANCE TO FINISH, PLUS RETAINAGE \$18,442.40
(Line 3 less Line 6)

AMOUNT CERTIFIED \$9,169.87

(Attach explanation if amount certified differs from the amount applied for)

By:

[Signature]

Date: 4/2/2020

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

Contractor's Monthly Payment Estimate Owner: City of Nevada Project: South D Avenue Paving Contractor: Con-Strud Inc.

Estimate No. 4 Date: 4/1/2020

NO.	ITEM	CONTRACT				Period Ending: 4/1/2020				WORK COMPLETED			
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE	
1	ON-SITE TOPSOIL STRIPPED, SALVAGED, AND SPREAD	CY	610	\$ 15.00	\$ 9,150.00	610.00	\$ 9,150.00	0.00	\$ -	610.00	\$ 9,150.00	\$ 457.50	100.00%
2	CLASS 10 EXCAVATION	CY	1700	\$ 20.00	\$ 34,000.00	1,700.00	\$ 34,000.00	0.00	\$ -	1,700.00	\$ 34,000.00	\$ 1,700.00	100.00%
3	SUBGRADE PREPARATION	CY	870	\$ 20.00	\$ 17,400.00	870.00	\$ 17,400.00	0.00	\$ -	870.00	\$ 17,400.00	\$ 870.00	100.00%
4	SUBBASE, MODIFIED, 6"	SY	4013	\$ 4.00	\$ 16,052.00	4,013.00	\$ 16,052.00	0.00	\$ -	4,013.00	\$ 16,052.00	\$ 802.60	100.00%
5	STORM SEWER, TRENCHED, RCP, 15"	LF	90	\$ 192.00	\$ 17,280.00	90.00	\$ 17,280.00	0.00	\$ -	90.00	\$ 17,280.00	\$ 864.00	100.00%
6	STORM SEWER, TRENCHED, RCP, 24"	LF	46	\$ 250.00	\$ 11,500.00	46.00	\$ 11,500.00	0.00	\$ -	46.00	\$ 11,500.00	\$ 575.00	100.00%
7	SUBDRAIN, TYPE 1 (LONGITUDINAL SUBDRAIN), PVC, 6"	EA	1513	\$ 16.00	\$ 24,208.00	1,513.00	\$ 24,208.00	0.00	\$ -	1,513.00	\$ 24,208.00	\$ 1,210.40	100.00%
8	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	10	\$ 500.00	\$ 5,000.00	10.00	\$ 5,000.00	0.00	\$ -	10.00	\$ 5,000.00	\$ 250.00	100.00%
9	STORM SEWER INTAKE, SW-505	EA	4	\$ 2,800.00	\$ 11,200.00	4.00	\$ 11,200.00	0.00	\$ -	4.00	\$ 11,200.00	\$ 450.00	100.00%
10	MANHOLE ADJUSTMENT	EA	2	\$ 3,800.00	\$ 7,600.00	2.00	\$ 7,600.00	0.00	\$ -	2.00	\$ 7,600.00	\$ 360.00	100.00%
11	PCC PAVEMENT, 9"	SY	3581	\$ 66.00	\$ 236,346.00	3,581.00	\$ 236,346.00	0.00	\$ -	3,581.00	\$ 236,346.00	\$ 300.00	100.00%
12	REMOVAL OF SIDEWALK	SY	7	\$ 30.00	\$ 210.00	7.00	\$ 210.00	0.00	\$ -	7.00	\$ 210.00	\$ 10.50	100.00%
13	SIDEWALK, PCC, 4"	SY	26	\$ 80.00	\$ 2,080.00	26.00	\$ 2,080.00	0.00	\$ -	26.00	\$ 2,080.00	\$ 104.00	100.00%
14	DETECTABLE WARNING	SF	16	\$ 50.00	\$ 800.00	16.00	\$ 800.00	0.00	\$ -	16.00	\$ 800.00	\$ 40.00	100.00%
15	DRIVEWAY PAVED, PCC, 8"	SY	262	\$ 70.00	\$ 18,340.00	262.00	\$ 18,340.00	0.00	\$ -	262.00	\$ 18,340.00	\$ 917.00	100.00%
16	PAVEMENT REMOVAL	SY	146	\$ 40.00	\$ 5,840.00	146.00	\$ 5,840.00	0.00	\$ -	146.00	\$ 5,840.00	\$ 252.00	100.00%
17	PAINTED PAVEMENT MARKINGS, SOLVENT WATERBORNE	STA	8	\$ 550.00	\$ 4,400.00	9.63	\$ 5,296.50	9.63	\$ 5,296.50	19.26	\$ 10,593.00	\$ 529.65	100.00%
18	PAINTED SYMBOLS AND LEGENDS	EA	3	\$ 165.00	\$ 495.00	3.00	\$ 495.00	0.00	\$ -	3.00	\$ 495.00	\$ 24.75	100.00%
19	SEEDING FERTILIZING AND MULCHING	AC	0.6	\$ 6,000.00	\$ 3,600.00	0.24	\$ 1,584.00	0.66	\$ 3,984.00	0.90	\$ 5,400.00	\$ 220.00	100.00%
20	SWPP-MANAGEMENT	LS	1	\$ 1,870.00	\$ 1,870.00	1.00	\$ 1,870.00	0.00	\$ -	1.00	\$ 1,870.00	\$ 297.00	100.00%
21	SILT FENCE	LF	1700	\$ 3,544.00	\$ 6,024,800.00	1,009	\$ 3,544,000.00	0.00	\$ -	1,009	\$ 3,544,000.00	\$ 93,230.00	100.00%
22	MOBILIZATION	LS	1	\$ 36,000.00	\$ 36,000.00	1.00	\$ 36,000.00	0.00	\$ -	1.00	\$ 36,000.00	\$ 1,800.00	100.00%
23	TOTAL				\$535,535.00		\$534,655.50		\$9,652.50		\$544,308.00	\$27,215.40	100.00%

RESOLUTION NO. 049 (2019/2020)

**A RESOLUTION ACCEPTING THE
SOUTH D AVENUE PAVING PROJECT AS COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Construct, Inc. to construct the South D Avenue Paving Project on September 5, 2019; and

WHEREAS, the project has now been completed by the Contractor, and inspected by City staff and recommended for approval by HR Green, Inc.; and

WHEREAS, the completed total contract price is \$ 544,308.00; and

WHEREAS, HR Green, Inc. and Shawn Cole have found that this project has been completed in substantial conformance with the contract documents and recommend acceptance of the work completed. The Statement of Final Completion and Owner's Acceptance of Work is submitted for execution.

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

1. The South D Avenue Paving Project has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Final Acceptance and Certificate of Completion be approved and executed by the Mayor.
2. The City Clerk is directed to release retainage in 30 days, except as noted in the Statement of Final Completion and Owner's Acceptance of Work.

RESOLVED this 13th of April, 2020, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

**STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK**

South D Avenue Paving Project
HR Green Project No. 180461
City of Nevada, Iowa
1209 6th Street
Nevada, IA 50201

I hereby declare that this project has been completed in substantial compliance with the plans, specifications, contract documents, and change orders governing this project and recommend that the work completed be accepted by the Owner, with the following conditions:

Conditions – None


City staff observed the construction and recommends acceptance.

The final contract amount is \$ 544,308.00.

Recommended by Engineer,

HR Green, Inc.

By


Larry J. Stevens, PE

April 3, 2020

Date

Accepted by Owner, City of Nevada, IA

By _____

Name _____

Title _____

Date _____

Item # 6E
 Date: 4/13/2020

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER

City of Nevada, IA
 1209 6th Street
 Nevada, IA 50201

PROJECT:

Central Business District Infrastructure Project

APPLICATION NO:

1

DISTRIBUTION TO:

OWNER
 ENGINEER
 CONTRACTOR

FROM CONTRACTOR:

Con-Struct, Inc.
 305 South Dayton Avenue
 Ames, IA 50010

Engineer:

H.R. Green, Inc.
 5525 Merle Hay Rd Ste 200
 Johnston, IA 50131

PROJECT NO:

180306

CONTRACT DATE:

2/24/2020

CONTRACT FOR: Infrastructure Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$0.00	\$0.00
APPROVED THIS MONTH	DATE APPROVED		
NUMBER			
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$0.00	

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

CONTRACTOR: Con-Struct, Inc.

BY: [Signature]

DATE: 4/13/20

CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$7,850,850.00
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE \$7,850,850.00
4. TOTAL COMPLETED & STORED TO DATE \$225,061.50
 (Column G on G703)
5. RETAINAGE:
 - a. 5% of completed work \$11,253.08
 (Column D + E on G703)
 - b. 5% of stored material \$0.00
 (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$213,808.43
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00
8. CURRENT PAYMENT DUE \$213,808.43
9. BALANCE TO FINISH, PLUS RETAINAGE \$7,637,041.56
 (Line 3 less Line 6)

AMOUNT CERTIFIED \$213,808.43

(Attach explanation if amount certified differs from the amount applied for)

By: [Signature] Date: 4/12/2020

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

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
Central Business District Infrastructure Improvements Project
Contractor: Con-Struct, Inc.

Estimate No. 1 Date: 3/31/2020

CONTRACT												Period Ending: 3/31/2020				WORK COMPLETED	
NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETED TO DATE	\$ AMOUNT TO DATE	RETAINAGE					
1.	CLEARING AND GRUBBING	UNIT	50	\$ 100.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
2.	TOPSOIL, OFF-SITE	CY	179	\$ 100.00	\$ 17,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
3.	EXCAVATION CLASS 10	CY	8,631	\$ 22.00	\$ 189,882.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
4.	BELOW GRADE EXCAVATION	CY	100	\$ 50.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
5.	SUBGRADE PREPARATION	SY	25,514	\$ 4.00	\$ 102,056.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
6.	SUBBASE, MODIFIED 6"	SY	25,514	\$ 10.00	\$ 255,140.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
7.	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8"	LF	1,908	\$ 130.00	\$ 248,040.00	0.00	\$ -	380.00	\$ 49,400.00	380.00	\$ 49,400.00	\$ 2,470.00					
8.	SANITARY SEWER SERVICE STUB, PVC, 4"	LF	3,244	\$ 125.00	\$ 405,500.00	0.00	\$ -	30.00	\$ 3,750.00	30.00	\$ 3,750.00	\$ 187.50					
9.	REMOVAL OF SANITARY SEWER WCP, 8"	LF	1,695	\$ 19.00	\$ 32,205.00	0.00	\$ -	380.00	\$ 7,220.00	380.00	\$ 7,220.00	\$ 361.00					
10.	STORM SEWER, TRENCHED, RCP, HOPE, 1.5"	LF	46	\$ 71.00	\$ 3,266.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
11.	STORM SEWER, TRENCHED, RCP, 8"	LF	36	\$ 110.00	\$ 3,960.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
12.	STORM SEWER, TRENCHED, RCP, 12"	LF	243	\$ 162.00	\$ 39,366.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
13.	STORM SEWER, TRENCHED, RCP, 15"	LF	949	\$ 155.00	\$ 147,055.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
14.	STORM SEWER, TRENCHED, RCP, 18"	LF	1,527	\$ 158.00	\$ 242,793.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
15.	STORM SEWER, TRENCHED, RCP, 24"	LF	1,174	\$ 173.00	\$ 203,102.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
16.	REMOVAL OF STORM SEWER, LESS THAN OR EQUAL TO 36"	LF	4,245	\$ 19.00	\$ 80,655.00	0.00	\$ -	140.00	\$ 24,220.00	140.00	\$ 24,220.00	\$ 1,211.00					
17.	SUBDRAIN, PERFORATED PVC, 8"	LF	5,611	\$ 18.00	\$ 100,998.00	0.00	\$ -	60.00	\$ 1,140.00	60.00	\$ 1,140.00	\$ 57.00					
18.	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"	EA	8	\$ 800.00	\$ 6,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
19.	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	EA	32	\$ 500.00	\$ 16,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
20.	FOOTING DRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	40	\$ 690.00	\$ 27,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
21.	STORM SEWER SERVICE STUB, PVC, 6"	LF	400	\$ 38.00	\$ 15,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
22.	STORM SEWER SERVICE STUB, HOPE, 1-1/2"	EA	61	\$ 2,700.00	\$ 164,700.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
23.	WATER MAIN, TRENCHED, PVC, 3"	LF	10	\$ 75.00	\$ 750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
24.	WATER MAIN, TRENCHED, PVC, 4"	LF	5	\$ 82.00	\$ 410.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
25.	WATER MAIN, TRENCHED, PVC, 6"	LF	36	\$ 61.00	\$ 2,196.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
26.	WATER MAIN, TRENCHED, PVC, 8"	LF	1,550	\$ 60.00	\$ 93,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
27.	WATER MAIN, TRENCHED, PVC, 8"	LF	1,684	\$ 70.00	\$ 117,880.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
28.	WATER MAIN, TRENCHED, PVC, 10"	LF	50	\$ 78.00	\$ 3,900.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
29.	WATER MAIN, TRENCHED, PVC, 12"	LF	400	\$ 68.00	\$ 27,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
30.	WATER MAIN, TRENCHED, PVC, 12"	LF	531	\$ 88.00	\$ 46,728.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
31.	WATER MAIN, TRENCHED, DUCTILE IRON, 4"	LF	5	\$ 155.00	\$ 775.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
32.	WATER MAIN, TRENCHED, DUCTILE IRON, 8"	LF	325	\$ 78.00	\$ 25,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
33.	WATER MAIN, TRENCHED, DUCTILE IRON, 8"	LF	112	\$ 90.00	\$ 10,080.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
34.	FITTING, DUCTILE IRON, MECHANICAL JOINT	LB	12,049	\$ 11.00	\$ 132,539.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
35.	WATER SERVICE STUB, 1-1/2" PE SDR 9	EA	73	\$ 1,730.00	\$ 126,290.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
36.	WATER SERVICE PIPE, 1-1/2" PE SDR 9	LF	4,481	\$ 30.00	\$ 134,430.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
37.	VALVE, DI MJ GATE, 3"	EA	1	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
38.	VALVE, DI MJ GATE, 8"	EA	27	\$ 1,550.00	\$ 41,850.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					
39.	VALVE, DI MJ GATE, 12"	EA	12	\$ 2,400.00	\$ 28,800.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -					

40.	VALVE, INSERTION VALVE, 4"-12"	EA	6	\$ 13,500.00	\$ 81,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
41.	FIRE HYDRANT ASSEMBLY, 4"	EA	13	\$ 5,250.00	\$ 68,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
42.	FIRE HYDRANT ASSEMBLY REMOVAL	EA	9	\$ 1,800.00	\$ 16,200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
43.	VALVE REMOVAL	EA	25	\$ 750.00	\$ 18,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
44.	SAINTARY MANHOLE, SW-301, 48"	EA	8	\$ 4,100.00	\$ 32,800.00	0.00	\$ -	2.00	\$ 8,200.00	2.00	\$ -	\$ 410.00	25.00%
45.	STORM MANHOLE, SW-401, 48"	EA	10	\$ 3,900.00	\$ 39,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
46.	STORM MANHOLE, SW-401, 60"	EA	3	\$ 5,200.00	\$ 15,600.00	0.00	\$ -	1.00	\$ 5,200.00	1.00	\$ -	\$ -	33.33%
47.	STORM MANHOLE, SW-401, 72"	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
48.	INTAKE, SW-501	EA	11	\$ 3,400.00	\$ 37,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
49.	INTAKE, SW-505	EA	10	\$ 6,500.00	\$ 65,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
50.	INTAKE, SW-511	EA	10	\$ 5,000.00	\$ 50,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
51.	REMOVE MANHOLE	EA	34	\$ 600.00	\$ 20,400.00	0.00	\$ -	3.00	\$ 1,800.00	3.00	\$ -	\$ 90.00	8.82%
52.	REMOVE INTAKE	EA	12	\$ 600.00	\$ 7,200.00	0.00	\$ -	1.00	\$ 600.00	1.00	\$ -	\$ 30.00	8.33%
53.	PAVEMENT, PCC, 7 INCH	SY	3,066	\$ 60.00	\$ 183,960.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
54.	PAVEMENT, PCC, 8 INCH	SY	17,434	\$ 68.00	\$ 1,185,512.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
55.	PAVEMENT, PCC, 9 INCH	SY	3,117	\$ 73.00	\$ 227,541.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
56.	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
57.	REMOVAL OF SIDEWALK	SY	6,591	\$ 10.00	\$ 65,910.00	0.00	\$ -	350.00	\$ 3,500.00	350.00	\$ -	\$ 175.00	5.31%
58.	REMOVAL OF DRIVEWAY	SY	1,178	\$ 10.00	\$ 11,780.00	0.00	\$ -	25.00	\$ 250.00	25.00	\$ -	\$ 12.50	2.12%
59.	SIDEWALK, PCC, 4 INCH	SY	197	\$ 50.00	\$ 9,850.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
60.	SIDEWALK, PCC REINFORCED, 5 INCH	SY	4,773	\$ 60.00	\$ 286,380.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
61.	SIDEWALK, PCC REINFORCED, 6 INCH	SY	774	\$ 65.00	\$ 50,310.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
62.	PAYER SIDEWALK WITH PAVEMENT BASE	SY	2,495	\$ 120.00	\$ 299,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
63.	DETECTABLE WARNING	SF	628	\$ 50.00	\$ 31,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
64.	DRIVEWAY PAVED, PCC, 8 INCH	SY	1,007	\$ 60.00	\$ 60,420.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
65.	GRANULAR SURFACING	SY	3,500	\$ 10.00	\$ 35,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
66.	FULL DEPTH PATCHING, PCC/IMA	SY	924	\$ 140.00	\$ 129,360.00	0.00	\$ -	2,200.00	\$ 17,600.00	2,200.00	\$ -	\$ 880.00	8.84%
67.	PAVEMENT REMOVAL	SY	24,873	\$ 8.00	\$ 198,984.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
68.	PAINTED PAVEMENT MARKINGS, DURABLE	STA	190	\$ 160.00	\$ 30,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
69.	PAINTED SYMBOLS AND LEGENDS, DURABLE	STA	29	\$ 420.00	\$ 12,180.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
70.	GROOVES CUT FOR PAVEMENT MARKINGS	STA	102	\$ 160.00	\$ 16,320.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
71.	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	29	\$ 210.00	\$ 6,090.00	0.00	\$ -	0.10	\$ 5,000.00	0.10	\$ -	\$ 250.00	10.00%
72.	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 50,000.00	\$ 50,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
73.	SOD	SO	75	\$ 100.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
74.	SWPP MANAGEMENT	LS	1	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.10	\$ 500.00	0.10	\$ -	\$ 25.00	10.00%
75.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	200	\$ 2.00	\$ 400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
76.	REMOVAL OF SEDIMENT	LF	200	\$ 1.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
77.	INLET PROTECTION DEVICE, INSTALLATION	EA	28	\$ 200.00	\$ 5,600.00	0.00	\$ -	4.00	\$ 800.00	4.00	\$ -	\$ 40.00	14.29%
78.	INLET PROTECTION DEVICE, MAINTENANCE	EA	28	\$ 30.00	\$ 840.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
79.	CONCRETE STEPS, TYPE A	SF	195	\$ 120.00	\$ 23,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
80.	MOBILIZATION	LS	1	\$ 360,000.00	\$ 360,000.00	0.00	\$ -	0.25	\$ 90,000.00	0.25	\$ -	\$ 4,500.00	25.00%
81.	TEMPORARY GRANULAR SIDEWALK	SY	500	\$ 20.00	\$ 10,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
82.	TEMPORARY LONGITUDINAL CHANNELIZING	LF	6,204	\$ 5.50	\$ 34,122.00	0.00	\$ -	373.00	\$ 2,051.50	373.00	\$ -	\$ 102.58	6.01%
83.	CONCRETE WASHOUT	LS	1	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
84.	REMOVAL OF LIGHT POLE	EA	75	\$ 135.00	\$ 10,125.00	0.00	\$ -	8.00	\$ 1,080.00	8.00	\$ -	\$ 54.00	10.67%
85.	REMOVE LIGHT POLE AND RETROFIT	EA	4	\$ 1,600.00	\$ 6,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
86.	REMOVAL OF CONCRETE FOUNDATION OF LIGHT POLE	EA	79	\$ 300.00	\$ 23,700.00	0.00	\$ -	8.00	\$ 2,400.00	8.00	\$ -	\$ 120.00	10.13%
87.	NEW LIGHT POLE AND FOUNDATION	EA	78	\$ 7,800.00	\$ 608,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
88.	INSTALL RETROFITTED LIGHT POLE AND FOUNDATION	EA	4	\$ 2,100.00	\$ 8,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
89.	PAD-MOUNT LIGHTING CONTROL STATION	EA	2	\$ 10,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
90.	WALL-MOUNT LIGHTING CONTROL STATION	EA	1	\$ 6,300.00	\$ 6,300.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
91.	METER SOCKET	EA	1	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
92.	POWER OUTLET PEDESTAL	EA	13	\$ 2,000.00	\$ 26,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
93.	HANDHOLE - TYPE II	EA	13	\$ 910.00	\$ 11,830.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
94.	HANDHOLE - TYPE IV - MODIFIED	EA	3	\$ 1,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
95.	CONDUIT - 1.5" PVC, TRENCHED	LF	7,503	\$ 7.00	\$ 52,521.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
96.	CONDUIT - 2" PVC, TRENCHED	LF	511	\$ 3.57	\$ 1,825.87	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
97.	CONDUIT - 2.5" PVC, TRENCHED	LF	1,046	\$ 8.00	\$ 8,368.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
98.	CONDUIT - 3" PVC, TRENCHED	LF	450	\$ 8.00	\$ 3,600.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
99.	CONDUIT - 1.5" PVC, BORED	LF	140	\$ 15.00	\$ 2,100.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%
100.	CONDUIT - 2" PVC, BORED	LF	250	\$ 15.00	\$ 3,750.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00%

101.	CONDUIT - 2" PVC, BORED	LF	180	\$	25.00	\$	4,500.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
102.	CONDUIT - 2" GRP	LF	13	\$	22.00	\$	286.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
103.	WIRE - 1/2" #8 AWG, INSULATED	LF	12	\$	25.00	\$	300.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
104.	WIRE - 1/2" #8 AWG, INSULATED	LF	21.530	\$	1.00	\$	21.530	0.00	\$	-	0.00	\$	-	\$	-	0.00%
105.	WIRE - 1/2" #8 AWG, INSULATED	LF	5.812	\$	1.00	\$	5.812	0.00	\$	-	0.00	\$	-	\$	-	0.00%
106.	WIRE - 1/2" #20 AWG, INSULATED	LF	1.335	\$	4.00	\$	5.340	0.00	\$	-	0.00	\$	-	\$	-	0.00%
107.	WIRE - 1/2" #20 AWG, INSULATED	LF	606	\$	5.00	\$	3,030.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
108.	WIRE - 1/2" #20 AWG, INSULATED	LF	7.039	\$	7.00	\$	49.273	0.00	\$	-	0.00	\$	-	\$	-	0.00%
109.	WIRE - 1/2" #20 AWG, INSULATED	LF	328	\$	9.00	\$	2,952.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
110.	WIRE - 1/2" #8 AWG, BARE	LF	8.854	\$	1.00	\$	8.854	0.00	\$	-	0.00	\$	-	\$	-	0.00%
111.	WIRE - 1/2" #8 AWG, BARE	LF	2.208	\$	1.00	\$	2.208	0.00	\$	-	0.00	\$	-	\$	-	0.00%
112.	WIRE - 1/2" #4 AWG, BARE	LF	1.716	\$	2.00	\$	3.432	0.00	\$	-	0.00	\$	-	\$	-	0.00%
113.	WIRE - 1/2" #2 AWG, BARE	LF	40	\$	3.00	\$	120.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
114.	TEMPORARY CABLE - #4 #4 ALUM TRIPLEX	LF	300	\$	6.00	\$	1,800.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
115.	TEMPORARY CABLE - #10, #10, #2 ALUM TRIPLEX	LF	2.095	\$	7.00	\$	14.665	0.00	\$	-	0.00	\$	-	\$	-	0.00%
116.	TEMPORARY LIGHT STRING ASSEMBLY	EA	4	\$	350.00	\$	1,400.00	0.00	\$	-	0.00	\$	-	\$	-	0.00%
117.	INSTALL/REMOVE TEMPORARY SIDEWALK LIGHT STRING ASSEMBLY	EA	20	\$	200.00	\$	4,000.00	0.00	\$	-	1.00	\$	350.00	\$	17.50	25.00%
	TOTAL					\$	\$7,850,850.00	0.00	\$	-	0.00	\$	225,061.50	\$	11,253.08	0.00%

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER

City of Nevada, IA
1209 6th Street
Nevada, IA 50201

PROJECT:
W Avenue Paving Project

APPLICATION NO: 4

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO: 3/1/20 - 3/31/20

Item # 6F

Date: 4/13/2020

FROM CONTRACTOR:

Absolute Concrete, Inc.
505 1st Avenue N.
Slater, IA 50244

Engineer:
H.R. Green, Inc.
5525 Merle Hay Rd Ste 200
Johnston, IA 50131

PROJECT NO: 190345
CONTRACT DATE: 6/12/2019

CONTRACT FOR: Sanitary Sewer Reconstruction

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$0.00	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
1.	9/23/2019	\$3,840.00	
TOTALS		\$3,840.00	\$0.00
Net change by Change Orders		\$3,840.00	

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

CONTRACTOR: Absolute Concrete, Inc.

BY: 

DATE: 3/31/2020

CERTIFICATE FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM \$298,069.00
2. Net change by Change Orders \$3,840.00
3. CONTRACT SUM TO DATE \$301,909.00
4. TOTAL COMPLETED & STORED TO DATE \$162,975.48
(Column G on G703)

5. RETAINAGE:

a. 5% of completed work \$8,148.77
(Column D + E on G703)
b. 5% of stored material \$0.00
(Column F on G703)

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

\$154,826.71

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$138,072.51

9. BALANCE TO FINISH, PLUS RETAINAGE

\$16,754.20

(Line 3 less Line 6)

AMOUNT CERTIFIED

\$16,754.20

(Attach explanation if amount certified differs from the amount applied for)

By: _____

Date: _____

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

Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA
W Avenue Paving Project
Contractor: Absolute Concrete, Inc.

Estimate No. 4 Date: 3/31/2020

NO.	ITEM	CONTRACT				Period Ending: 3/31/2020			
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	WORK COMPLETED \$ AMOUNT
1.	On-Site Topsoil Stripped, Salvaged, and Spread	CY	700	\$ 13.00	\$ 9,100.00	350.00	\$ 4,550.00	0.00	\$ -
2.	Class 10 Excavation	CY	1,225	\$ 18.00	\$ 22,050.00	980.00	\$ 17,640.00	0.00	\$ -
3.	Subgrade Preparation	SY	2,052	\$ 3.00	\$ 6,156.00	2,052.00	\$ 6,156.00	0.00	\$ -
4.	Subbase, Modified 6"	SY	2,052	\$ 6.00	\$ 12,312.00	2,052.00	\$ 12,312.00	0.00	\$ -
5.	Storm Sewer, Trenched, RCP, 15"	LF	127	\$ 100.00	\$ 12,700.00	26.00	\$ 2,600.00	0.00	\$ -
6.	Storm Sewer, Trenched, RCP, 18"	LF	127	\$ 84.00	\$ 10,668.00	127.00	\$ 10,668.00	0.00	\$ -
7.	Storm Sewer, Trenched, RCP, 24"	LF	18	\$ 150.00	\$ 2,700.00	18.00	\$ 2,700.00	0.00	\$ -
8.	Pipe Culvert, Trenched, CMP, 8"	LF	60	\$ 47.00	\$ 2,820.00	60.00	\$ 2,820.00	0.00	\$ -
9.	Pipe Aeron, CMP, 8"	EA	1	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00	0.00	\$ -
10.	Beveled Pipe and Guard, 6"	EA	660	\$ 18.00	\$ 11,880.00	40.00	\$ 720.00	640.00	\$ 11,520.00
11.	Subdrain, Type 1 (Longitudinal Subdrain), PVC, 6"	EA	5	\$ 500.00	\$ 2,500.00	1.00	\$ 500.00	0.00	\$ -
12.	Subdrain Cleanout, Type A-1, PVC, 6"	EA	5	\$ 500.00	\$ 2,500.00	1.00	\$ 500.00	4.00	\$ 2,000.00
13.	Subdrain Outlets and Connections, PVC, 6"	EA	5	\$ 500.00	\$ 2,500.00	0.00	\$ -	5.00	\$ 2,500.00
14.	Water Main, Trenched, PVC, 8" Restrained Joint	LF	350	\$ 66.50	\$ 23,275.00	350.00	\$ 23,275.00	0.00	\$ -
15.	Filling, Ductile Iron, Mechanical Joint	LB	538	\$ 11.00	\$ 5,918.00	538.00	\$ 5,918.00	0.00	\$ -
16.	Valve, Ductile Iron, Mechanical Joint	EA	1	\$ 1,565.00	\$ 1,565.00	1.00	\$ 1,565.00	0.00	\$ -
17.	Valve, DI MJ Gate, Resilient Wedge With Box, 6"	EA	1	\$ 4,365.00	\$ 4,365.00	1.00	\$ 4,365.00	0.00	\$ -
18.	Valve, DI MJ Gate, Resilient Wedge With Box, 8"	EA	1	\$ 4,365.00	\$ 4,365.00	1.00	\$ 4,365.00	0.00	\$ -
19.	Fire Hydrant Assembly	EA	1	\$ 1,020.00	\$ 1,020.00	0.00	\$ -	0.00	\$ -
20.	Storm Sewer Manhole, SW-401, 48" Dia.	EA	1	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00	0.00	\$ -
21.	Storm Sewer Inlet, SW-505	EA	1	\$ 4,750.00	\$ 4,750.00	1.00	\$ 4,750.00	0.00	\$ -
22.	Storm Sewer Inlet, SW-505	EA	1	\$ 4,750.00	\$ 4,750.00	1.00	\$ 4,750.00	0.00	\$ -
23.	Connection to Existing Storm Sewer Manhole	EA	1	\$ 2,250.00	\$ 2,250.00	1.00	\$ 2,250.00	0.00	\$ -
24.	PCC Pavement, 7"	SY	1,814	\$ 32.50	\$ 59,255.00	0.00	\$ -	0.00	\$ -
25.	Removal of Sidewalk, PCC	SY	6	\$ 26.00	\$ 156.00	0.00	\$ -	0.00	\$ -
26.	Removal of Driveway, PCC	SY	28	\$ 77.00	\$ 2,156.00	0.00	\$ -	0.00	\$ -
27.	Sidewalk, PCC, 4"	SY	28	\$ 88.00	\$ 2,464.00	0.00	\$ -	0.00	\$ -
28.	Driveway, Paved PCC, 6"	TON	5	\$ 52.00	\$ 260.00	0.00	\$ -	0.00	\$ -
29.	Granular Shoulders, Type A	EA	1	\$ 850.00	\$ 850.00	0.00	\$ -	0.00	\$ -
30.	Permanent Road Closure - Urban, SI-182	EA	1	\$ 5,500.00	\$ 5,500.00	0.75	\$ 4,125.00	0.00	\$ -
31.	Temporary Traffic Control	AC	0.3	\$ 12,500.00	\$ 3,750.00	0.00	\$ -	0.00	\$ -
32.	Seeding	LS	1	\$ 4,000.00	\$ 4,000.00	0.50	\$ 2,000.00	0.00	\$ -
33.	SWPPP - Preparation	LS	1	\$ 1,680.00	\$ 1,680.00	0.00	\$ -	0.00	\$ -
34.	SWPPP - Management	LS	1	\$ 1,680.00	\$ 1,680.00	0.00	\$ -	0.00	\$ -
35.	Silt Fence	LF	1,120	\$ 1.50	\$ 1,680.00	0.00	\$ -	0.00	\$ -
36.	Mobilization	LS	1	\$ 34,539.00	\$ 34,539.00	0.50	\$ 17,269.50	0.00	\$ -
37.	Utility Stored Materials	LS	1	\$ 18,747.18	\$ 18,747.18	0.095	\$ 1,780.98	0.000	\$ -
CO1	Waives	LS	1,280	\$ 3.00	\$ 3,840.00	1,280.00	\$ 3,840.00	0.00	\$ -
CO2	Geoprod, Furnish	LS	1	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	0.00	\$ -
TOTAL					\$ 322,056.18		\$ 145,339.48		\$ 17,636.00
									\$ 8,148.77

CONTRACTOR:

AWARD CONTRACT DATE:

Engineer's Estimate

ORIGINAL CONTRACT AMOUNT:

Resolution No. 066 (2018/2019) June 10, 2019

298,069.00

AGREEMENT/CONTRACT, PERFORMANCE & BID BONDS, INS

Substantial Complete

Completion Date

target date:

AMOUNT	DATE	AMENDED CONTRACT AMOUNT:
Change Order #1	3,480.00	10/14/2019
	(1,680.00)	
Change Order #2	1,400.00	
TOTAL CHANGE ORDERS	3,200.00	

PARTIAL PAYMENT	AMOUNT	DATE PD	CHECK	RETAINAGE (only 3%, DOT requirements)	Amended Contract Amt
Request #1	94,103.85	10/14/2019		4,952.83	99,056.68
Request #2	38,750.31	11/12/2019		2,039.49	40,789.80
Request #3	5,218.35			274.65	5,493.00
Request #4	16,754.20			881.80	17,636.00
Request #5					
TOTAL AMOUNT PAID	154,826.71	Paid	51.39%	8,148.77	
	146,442.29	Remaining	48.61%		

162,975.48

Memo

To: Planning & Zoning Commission

From: Shawn Cole, Zoning Supervisor

CC: Ric Martinez

Date: 04/06/20

RE: 2019 Sidewalk 4th Payment & Acceptance

Milam Concrete has submitted a fourth payment request for the 2019 Sidewalk project. The work on the submittal has been completed and staff recommends payment. The project is now completed and staff recommends acceptance of the project. The bid was \$27,640 and total payments are \$25,910 for a change of -\$1,730.

If you have any questions please contact me at work, 382-5466, or at home, 382-8703, and prior to Monday night's meeting.

CHANGE ORDER

Distribution:

Owner	X
Contractor	X
HRG	
Field	
Other	

PROJECT: 2019 Sidewalk Project Nevada, Iowa	Change Order No.	Change Order 1
	Date	April 13, 2020
To Contractor: Milam Concrete & Construction 1531 W Lincoln Highway Nevada, IA 50201	Project No.	
	Original Contract Date	June 24, 2019
The contract is changed as follows: 1. Owner purchases reduced the contract amount.		
The original (Contract Sum) was		\$27,640
Net change by previously authorized Change Orders		
The (Contract Sum) prior to this Change Order was		\$27,640
The (Contract Sum) will be (decreased) by this Change Order in the amount of		\$ (1,730)
The new (Contract Sum) including this Change order will be		\$25,910
The Contract Time will be (increased) by		0 Days
The date of Substantial Completion as of the date of this Change Order therefore is		April 13, 2020

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
	Contractor Milam Concrete & Construction	Owner City of Nevada
	By	By
	Date:	Date:



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

RECEIVED

APR 01 2020

CITY OF NEVADA



INVOICE

March 31, 2020

PO#: 1113

City of Nevada
PO Box 530
Nevada, IA 50201

SITE NUMBER	4"	6"	Cost
23	3	1	
24	2	1	
25		1	
26	7		
27	1		
28	27		
29	4		
30	3		
31	5		
18	2		
TOTAL	54 @ \$125.00	3 @ \$145.00	\$7,185.00
		Total Due	\$7,185.00

Payment Due Upon Receipt

Thank You For Your Business!

359.25 5%

Pay
Request
#4
\$ 6,825.75

RESOLUTION NO. 050 (2019/2020)

**A RESOLUTION ACCEPTING THE 2019 SIDEWALK PROJECT
AS SUBSTANTIALLY COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, authorized the 2019 Sidewalk Project to be constructed on June 24, 2019; and

WHEREAS, the project has now been completed by the contractor, Milam Construction and inspected by Shawn Cole; and

WHEREAS, the completed total contract price is \$25,910.00; and

WHEREAS, Shawn Cole has found that this project has been completed in substantial conformance with the contract documents and recommends acceptance of the work completed.

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

1. The 2019 Sidewalk Project has been completed in substantial conformance with the construction documents and is hereby accepted; and
2. The City Council of the City of Nevada authorizes the City Clerk to release Retainage in 30 days

RESOLVED this 13th of April, 2020, by the City Council of the City of Nevada, Iowa.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

METRONET

Nevada, Iowa
Introductory Presentation
4-13-2020

1

Who is MetroNet?

- 100% fiber-optic internet, television and phone company established in 2004 in Indiana.
- Serving over 80 communities in 8 states.
- Currently building in Davenport, Bettendorf and Ames, Iowa.
- Blazing-fast symmetrical fiber optic Internet - **Upload AS FAST as you download!**
- Passion for Customer Service.



METRONET

2

Your Fiber Benefit

QUALITY OF LIFE

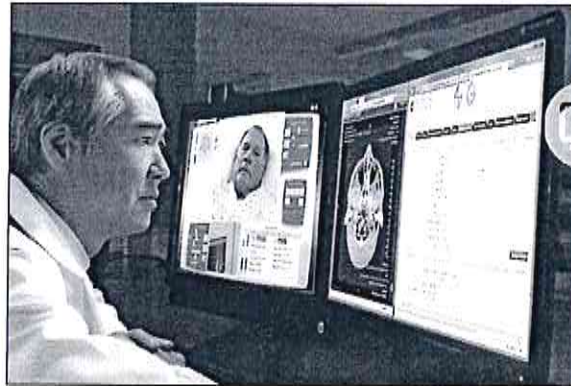
Reliably-fast broadband allowing simultaneous streaming, distance learning, tele-commuting and more. Now more important than ever!

FUTURE PROOF

Virtually unlimited capacity.

LATEST TECHNOLOGY

Ready for 4K TV, increased video streaming, telemedicine, etc.



METRONET

3

Fiber Benefits

▪ Increase Home Value

Increased by 3.1% due to fiber connection¹



▪ Exclusive Access

Only 20% of the homes in the United States have access to fiber²



▪ Competition

Incredible fiber services, better customer service and competitive pricing



▪ Fastest Internet

MetroNet markets have the fastest average Internet speeds³



1. Wall Street Journal, June 30, 2015, FTTH Council Study, June 29, 2015
2. Crawford, Susan Fiber: The Coming Tech Revolution and Why America Might Miss It (2018)
3. MLabs Test Data

METRONET

4

Nevada will benefit from:



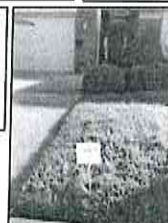
- **High Level of Customer Service**
 - An average of 30%+ higher customer satisfaction scores than peers / NPS.
- **Local Presence**
 - Local staff, community involvement, and local events.
- **Superior Fiber Services**
 - Best technology
 - 1 Gigabit symmetrical speeds
 - Attractive "more for the same" pricing
 - No long-term contracts
 - Pass-Thru video pricing
 - Redundancy route and outage communication plan

METRONET

5

Neighborhood Communication

- **Construction Communications**
 - Letter, postcard, turf signs, entrance signs, etc.
- **Construction Website**
 - Document questions or concerns
 - Yard restoration, locate underground utilities, etc.
 - See where we're working.
- **Responsiveness**
 - 95%+ response rate within 24 hrs.



METRONET

6

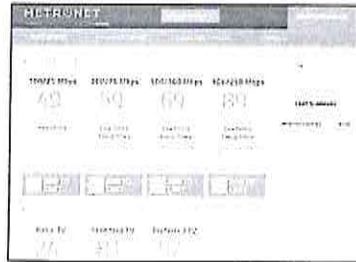
Go-To-Market Plan

CONSULTATIVE SALES



Helping residents understand the right fit for services.

WEBSITE



Sign up online quickly, easily, and anytime.

CUSTOMER SERVICE



We're always available and always in our markets.

METRONET

7

Thank you!

METRONET

8

RESOLUTION NO. 051 (2019/2020)

RESOLUTION APPROVING AN AGREEMENT WITH METRO FIBERNET, LLC ("METRONET")
FOR THE PURPOSE OF PROVIDING FIBER BASED COMMUNICATIONS TO THE CITY OF
NEVADA RESIDENTS AND BUSINESSES

WHEREAS, the City of Nevada (the "City") desires to enter into an Agreement with Metro Fibernet, LLC ("MetroNet") to provide fiber voice, video and internet services to City residents and businesses; and

WHEREAS, MetroNet has already received a state-wide Certificate of Franchise Authority from the Iowa Utilities Board to provide video cable services in the State; and

WHEREAS, MetroNet agrees to pay a franchise fee at the rate of five percent (5%) of gross revenues on a quarterly basis; and

WHEREAS, the City finds it would serve the public benefit and welfare of the City to authorize a fiber based communication system within the City.

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

1. That the City approves the Agreement to allow MetroNet to provide fiber voice, video and internet services to City residents and businesses.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

PASSED AND APPROVED THIS 13th day of April, 2020.

By: _____
Brett Barker, Mayor

ATTEST:

By: _____
Kerin Wright, City Clerk



April 6, 2020

The Honorable Brett Barker
Mayor
City of Nevada
1209 6th Street
Nevada, Iowa 50201

Re: Letter Agreement

Dear Mr. Mayor:

Metro Fibernet, LLC ("MetroNet") constructs and operates fiber-to-the-premises networks (each an "FTTP Network") for purposes of providing state-of-the-art all fiber voice, video and Internet services. MetroNet has successfully deployed FTTP Networks in 80 communities in 8 states. The City of Nevada ("City") wishes for MetroNet to deploy an FTTP Network throughout the City for purposes of providing fiber based communications services to residents and businesses ("Project"). MetroNet is willing to invest its capital to complete the Project subject to receiving certain assurances from the City regarding the procedures that will govern the Project. The City is willing to provide MetroNet with such assurances as more particularly set forth in this letter agreement ("Agreement"). MetroNet and the City are sometime referred to herein collectively as the "Parties", each individually a "Party".

I. MetroNet Project Commitments

- A. FTTP Network. MetroNet will construct an FTTP Network capable of providing voice, video and Internet fiber services to residents and businesses in the City. The FTTP Network will be solely funded by MetroNet. MetroNet will use commercially reasonable efforts to follow the construction notification procedure set forth in Appendix A.
- B. Residential Services. MetroNet will initially provide the following voice, video and Internet services to residential consumers in the City:
 - (1) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform also supports 4K (4,000 pixels per second) next generation television.

- (2) Fiber Phone. A reliable fiber phone service with up to 17 custom calling features, long distance service and a low price point.
 - (3) Fiber Internet. Incredibly fast Internet speeds up to 1 Gbps.
 - (4) Wireless Home Networking. The ability to connect to multiple devices wirelessly to MetroNet's Internet service and the ability to utilize wireless video set top boxes.
- C. Business Services. MetroNet will provide the following voice, video and Internet services to businesses in the City:
- (1) Hosted PBX. A service that allows a customer 4 digit dialing connectivity, numerous customer calling features and the capability to easily upsize or downsize users.
 - (2) Fiber Internet. Incredibly fast Internet speeds of 1 Gbps and beyond.
 - (3) Fiber IPTV. A video service offering with up to 240 channels (128 HD channels), an incredibly clear picture and fast channel changing capability all provided over a cutting edge interactive IPTV platform. The IPTV platform supports 4K (4,000 pixels per second) next generation television.

II. City Project Commitments.

- A. Construction Permits. Within thirty (30) days of the submittal of a request for a construction permit, provided such submittal contains all the information required by the City's construction ordinance, the City will issue MetroNet a blanket construction permit for a large section of the City to install aerial and underground facilities. The cost of each blanket permit shall not exceed one hundred dollars (\$100.00). Other than as set forth in this paragraph, MetroNet will not be required to pay any additional fees or obtain any additional permits from the City to install aerial and underground facilities in the City.
- B. Utility Poles. Subject to the following requirements, MetroNet will have the ability to place utility poles in the City rights-of-way and utility easements:
- (1) MetroNet will not seek to install a utility pole in any areas of the City where the utilities are located underground;
 - (2) MetroNet must be unable to use an existing utility pole in the general area where it wishes to place a utility pole due to high make ready costs or excessive delays gaining access to the existing utility poles;
 - (3) any requested utility pole will be added to an existing utility pole line;
 - (4) any requested utility pole will be located on the same side of the road as an existing utility pole line;

- (5) MetroNet will make any reasonable accommodation requested by the City to improve the aesthetics of a requested utility pole in the area where it is to be located;
 - (6) the location of a requested utility pole will not adversely affect the health, safety or welfare of any person;
 - (7) MetroNet will make the requested utility poles available to any other communications provider on just and reasonable terms subject to loading requirements and space availability;
 - (8) If a utility company installs a new utility pole that will accommodate MetroNet's fiber facilities in any area where MetroNet has installed a utility pole, provided MetroNet has access to the new utility pole under reasonable terms and conditions, within a reasonable time period after being notified by the City, MetroNet will move its fiber facilities to the new utility pole and remove the MetroNet utility pole from the right-of-way;
 - (9) Within sixty (60) days following written notice from the City, MetroNet shall, at its own expense, temporarily or permanently relocate, change or alter the position of any pole or infrastructure within the right-of-way whenever the City determines that such relocation, change or alteration is reasonably necessary for the construction, repair, maintenance, or installation of any city public improvement, or for the operations of the City in or upon the right-of-way.
- C. Micro Trenching. In areas with high construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case-by-case basis, subject to City approval, which approval will not be arbitrarily, discriminatorily, or unreasonably withheld, conditioned or delayed, MetroNet may install its fiber utilizing micro-trenching technology and procedures.
- D. City Business. The City will provide MetroNet with an opportunity to obtain any of the City's phone, video, Internet and other fiber services currently being provided by third parties upon terms reasonably acceptable to both Parties and in accordance with all applicable laws and ordinances.
- E. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create, any partnership, joint venture, or employment relationship between the City and MetroNet, and neither party will be liable for the payment or performance of any debt, obligations, or liabilities of the other party, unless expressly assumed in writing.
- F. Franchise Agreement; Amendments. The Parties acknowledge that MetroNet has a Certificate of Franchise Authority from the Iowa Utilities Board, which MetroNet will amend to include service within the City, and MetroNet agrees to comply with the

requirements set forth therein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

- G. Franchise Fee. The City requests that MetroNet calculate and pay to the City a franchise fee at a rate of five percent (5%) of gross revenues (the "Franchise Fee"), as those terms are defined in Iowa Code Chapter 477A. The Franchise Fee shall be due and payable to the City on a quarterly basis.
- H. Applicable Law. This Agreement will be governed by all the laws of the State of Iowa without regard to the choice of law provisions thereof.
- I. Venue. The Parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Story County, Iowa for purposes of adjudicating any matter arising out of or relating to this Agreement.
- J. No Third Party Beneficiaries. No rights or privileges of either Party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.
- K. Local Ordinances. Unless otherwise altered by the terms of this Agreement, MetroNet agrees to be bound by all local rules and regulations as set forth in the City of Nevada Municipal Code, as amended.

Accepted and agreed to as of the date first written above

MetroNet

By: 

City of Nevada

By: _____

APPENDIX A

Customer Notification Process.

- (a) Send letters to affected residents 1-3 months prior to the start of construction
- (b) Send reminder post cards 1-2 weeks prior to the start of construction
- (c) Place flags in affected yards the week before construction in a neighborhood is scheduled to start before locates are requested (All homes in an neighborhood will be flagged at the same time)
- (d) Maintain a website with current construction activity information with the ability for residents to contact the company with questions and concerns
- (e) MetroNet personnel will handle calls from residents

RESOLUTION NO. 052 (2019/2020)

RESOLUTION SETTING PUBLIC HEARING TO CONSIDER ADDING NEW CHAPTER 114—
CABLE FRANCHISE FEES—TO THE CITY OF NEVADA MUNICIPAL CODE

WHEREAS, the City of Nevada (the "City") had previously entered into a franchise agreement with Mediacom to operate a cable system and offer cable service in the City; and

WHEREAS, subsequent to the franchise authorized with Mediacom, State Code 477A was implemented to allow the Iowa Utilities Board ("IUB") to authorize state-wide franchise authority to cable and video service providers; and

WHEREAS, pursuant to Iowa Code Chapter 477A, if a cable or video provider has a IUB Certificate of Franchise Authority, the provider no longer needs to obtain municipal franchise authority; and

WHEREAS, Iowa Code 477A allows for municipalities to make a written request to any cable or video service provider to calculate and pay a franchise fee in an amount up to five percent (5%), which is due and payable to the municipality on a quarterly basis; and

WHEREAS, the City deems it to be in the best interest of the City, in order to offset the cost of regulating the utility and to non-discriminately charge the same franchise fee to all cable and video service providers, to adopt new municipal code chapter 114.

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

1. A public hearing will be held on April 27, 2020 to discuss the addition of new Nevada City Code Chapter 114.
2. The City Clerk be and is hereby authorized and directed to cause a notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Nevada, Iowa, which notice shall be published not less than four nor more than twenty days before the date of the hearing.

PASSED AND APPROVED THIS 13th day of April, 2020.

By: _____
Brett Barker, Mayor

ATTEST:

By: _____
Kerin Wright, City Clerk

NOTICE OF PUBLIC HEARING TO CONSIDER ADDING NEW CHAPTER 114—CABLE
FRANCHISE FEES—TO THE CITY OF NEVADA MUNICIPAL CODE

NOTICE IS HEREBY GIVEN that the City Council of the City of Nevada, Iowa, will meet at the City Council Chambers, 1209 6th Street, in the City of Nevada, Iowa, at 6:00 p.m. on the 27th day of April 2020, at which time and place the City would hold a public hearing on a proposed ordinance adding Chapter 114 CABLE FRANCHISE FEES.

All interested persons may appear at the public hearing and at such time and place the Nevada City Council will consider any objections to the proposed ordinance described above and give all interested persons an opportunity to be heard. This notice is given by order of the City Council of the City of Nevada, Iowa.

Comments may also be made prior to the meeting in written form at 1209 6th Street, Nevada, Iowa or email directly to KWright@cityofnevadaiaowa.org or 515-382-5466.

ORDINANCE NO. ____ (2019/2020)

**AN ORDINANCE AMENDING THE CITY CODE OF NEVADA, IOWA, BY ADDING
CHAPTER 114 (CABLE FRANCHISE FEES)**

WHEREAS, the City of Nevada (the "City") had previously entered into a franchise agreement with Mediacom to operate a cable system and offer cable service in the City; and

WHEREAS, subsequent to the franchise authorized with Mediacom, State Code 477A was implemented to allow the Iowa Utilities Board ("IUB") to authorize state-wide franchise authority to cable and video service providers; and

WHEREAS, pursuant to Iowa Code Chapter 477A, if a cable or video provider has a IUB Certificate of Franchise Authority, the provider no longer needs to obtain municipal franchise authority; and

WHEREAS, Iowa Code 477A allows for municipalities to make a written request to any cable or video service provider to calculate and pay a franchise fee in an amount up to five percent (5%), which is due and payable to the municipality on a quarterly basis; and

WHEREAS, the City deems it to be in the best interest of the City, in order to offset the cost of regulating the utility and to non-discriminately charge the same franchise fee to all cable and video service providers, to adopt new municipal code chapter 114.

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

SECTION 1. ADD NEW CHAPTER 114 (CABLE FRANCHISE FEES). The Code of Ordinances of the City of Nevada, Iowa, is amended by adding new Chapter 114 Cable Franchise Fees, as follows:

CHAPTER 114: CABLE FRANCHISE FEES

114.01 Certificate of Franchise Authority

Any entity or person providing cable service or video service in the City, as those terms are defined in Iowa Code Chapter 477A, must have a Certificate of Franchise Authority issued pursuant to Iowa Code Chapter 477A or a franchise fee agreement negotiated with the City.

114.02 Franchise Fee

All cable and video service providers shall pay to the City a franchise fee equal to five percent (5%) of basic revenues, as defined and calculated in Iowa Code Chapter 477A. The franchise fee shall be due and paid to the City on a quarterly basis, not later than forty-five days after the close of the quarter.

114.03 Audit

At the request of the City, and not more than once per year, an independent auditor may perform reasonable audits of the cable or video service provider's calculation of the franchise fee.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

Passed First Reading by the City Council of Nevada, Iowa, ___ day of ___, 2020.

Passed Second Reading by the City Council of Nevada, Iowa, the ___ day of ___, 2020.

PASSED AND ENACTED by the City Council of Nevada, Iowa, the ___ day of ___, 2020.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading –

Motion by Council Member __, seconded by Council Member __, first reading of Ordinance No. ____ (2019/2020).

AYES: _____

NAYS: _____

ABSENT: _____

2nd Reading –

Motion by Council Member __, seconded Council Member __, to approve the second reading of Ordinance No. ____ (2019/2020).

AYES: _____

NAYS: _____

ABSENT: _____

3rd Reading –

Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. ____ (2019/2020)

AYES: _____

NAYS: _____

ABSENT: _____

The Mayor declared Ordinance No. ____ (2019/2020) was passed on _____.

I certify that the foregoing was published as Ordinance No. ____ (2019/2020) on the ___ day of ___ 2020.

Kerin Wright, City Clerk

Item # 7C
Date: 4/13/2020

Kerin Wright

From: Marlys Swanson-Brehm <msbrehm8@gmail.com>
Sent: Thursday, April 9, 2020 1:30 PM
To: Kerin Wright
Subject: Info for Music at the Mansion
Attachments: Permission letter to the city..docx

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

Karen,

Here is the attached information. We are hopeful the City Council will feel free to make any suggestions to improve our event.

Thanks for your help!

--

Marlys Swanson-Brehm

Retired Reading Recovery/Title 1 Reading Specialist

Still working at: Wife, Mother and Grammy

Always an Advocate for Children, Reading and Public Education

515-382-6911

515-509-7709

"If you want to change person's life, teach them to read." (Marlys Brehm)

City Council Members, Mayor Barker, Chief Martinez, Sgt. Cizmadia, and DFE Reynolds:

The Nevada Historical Society is planning a fundraising event for the community on July 11, 2020, from 1:00 pm -7:30 pm.

This fundraising event is three-fold. We want to celebrate the assistance we have received from donations for the initial tuckpointing on the Briggs Terrace Home that will prevent further deterioration to the outside and interior of the home, and kick off our next phase of improvements as we begin the renovations on the inside of the home.

We want to provide entertainment to the citizens in Nevada. Following the Main Street Nevada surveys, we learned that people are wanting events in Nevada where they can enjoy some food, some activities for all ages, and relax together as a community.

As is our mission, we want to continue to educate the people of Nevada about the rich history that is available in our town, how that enhances our lives, and how it makes Nevada a special place to live.

Our event is entitled "Music at the Mansion." It will be held on the Evergreen Lane Historical property at 1204 H Ave. We have hired four bands from the area to entertain guests all afternoon. We have hired food vendors to come and provide a variety of food and beverages. We will have tours of all the properties from 1:00-3:00 pm. There will be demonstrations by craftspeople of blacksmithing, weaving, spinning, and others. There will be historical crafts and games for all ages from 2:00-5:00 pm.

We are anticipating between 200 and 400 people in attendance. With this in mind we would like to share our event plan with you and encourage your suggestions to make this a fun and safe event for our community.

- The entire property will be fenced in. There will be an entrance from the Lutheran Church parking lot and an entrance from H Ave. on the main drive.
- There will be an "Emergency Exit" located and identified on the west fence facing 11th Street. In the event that an emergency exit is needed the fence will be easily dismantled there, allowing guests an easier exit.
- An admission fee of \$10.00 will be charged for those 11 years of age and above. Children 10 and under will be admitted free with a parent. School-aged children will not be admitted without an adult. On entering all guests will be issued a wrist band.
- All will be checked for appropriate identification at the admitting gate. If they are of legal age, they will be provided an additional wristband (of a different color) identifying they are able to purchase alcohol.
- There will be some parking available on the east end of the Evergreen Lane property. We have contacted the Lutheran church and will be able to use their parking lot, while blocking off some parking spots to use for their Saturday evening church service. There is parking available on the west side of 11th Street south of H

Ave. There is also parking available on both sides of 11th, 12th, 13th and 14th Streets north of H Ave.

We are requesting from the City of Nevada permission to allow parking on the North side of H Avenue from 10th Street to 14th Street.

We are requesting to hang a banner promoting our event on the fence of the Lincoln-Jefferson Park. We have provided you with that information and the size.

We are also requesting from Nevada Park and Recreation or the Story County Fair Board to borrow 6 picnic tables to use for the day.

- We will contact the residents living on the properties that directly touch the Evergreen Lane property as well as the first 2-3 houses closest to the property on G Ave., G Place, 11th, 12th, and 13th Street notifying of our event and that bands will be playing from 1:00-7:30 pm.
- We have provided you with a map which shows you where the bands will be located, where the food, beer, and wine vendors will be, and where our craftspeople and games will be located.
- We will be playing Bingo and have gotten the necessary license for that.
- Wine and beer vendors will be providing their own licenses.

We are excited to be able to provide this kind of event for the City of Nevada. We are excited about the businesses that are willing to partner with us and look forward to increasing the number of partnerships with other organizations in Nevada.

Sincerely,

The Nevada Community Historical Society "Music at the Mansion" committee,

Cindy Grismore
382-4827
c.grismore@yahoo.com

Deb Locker
515-231-8838
debmlocker@gmail.com

Marlys Brehm
515-509-7709
msbrehm8@gmail.com

Kerin Wright

From: Deb Locker <debml locker@gmail.com>
Sent: Friday, April 3, 2020 9:00 AM
To: Kerin Wright
Subject: Re: Nevada Historical Society

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

Good Morning, Kerin,

The banner will be 15-20 feet by 21-24 inches. We'd like it up for 2 weeks. We'd like it on the side of Lincolnway. If I get anymore info I'll let you know. Thank you so much. The Historical Society appreciates all that you do for us.

Have a wonderful day!!

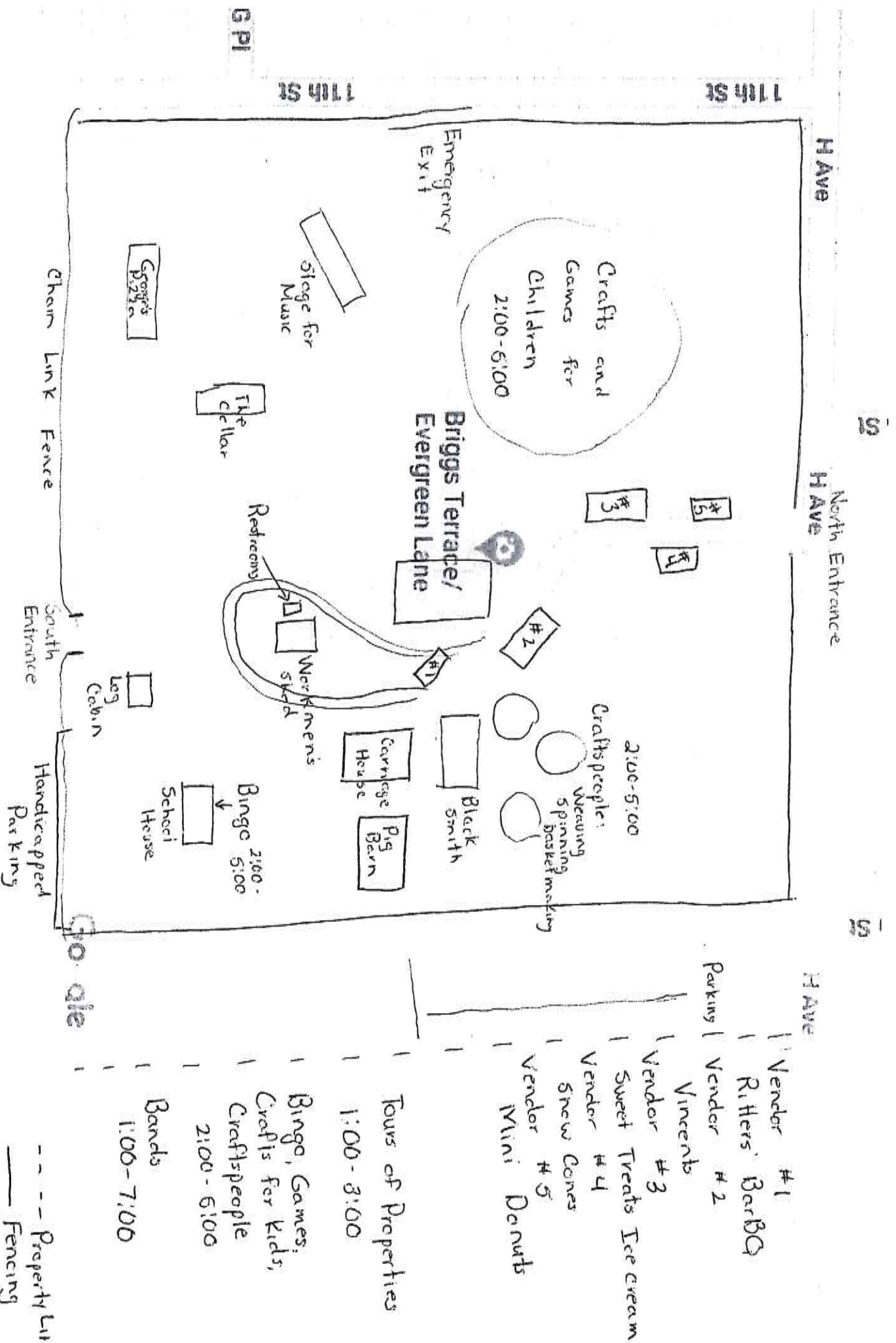
Deb Locker

Sent from my iPad



Draft: Pending Approval of OFE Reynolds and Chief Martinez
 Property Map: 1204 H Ave.

Music at the Mansion



COUNCIL ACTION FORM

AGENDA ITEM: Approve Proposed Geospatial Nondisclosure and Professional GIS Services Agreements with HR Green, Inc.

HISTORY:

The City has created a GIS program to manage infrastructure assets during the last 20 years on a single computer within City Hall. The proposed agreements with HR Green would allow the information to be viewed by all City departments. They would be able to access from their offices as well as make possible for remote access using a pad or similar device using the internet. The City does not have the expertise or staff to complete the project in house. The project was not bid out because the data is developed with or by HR Green. They have all the plans for the current and former street projects and would incorporate that into the system.

OPTIONS:

1. Approve attached Resolution No. 053 (2019/2020) for Professional GIS Services with HR Green for \$20,000 with Time and Material not to exceed an additional \$5,000.
2. Approve attached Resolution No. 054 (2019/2020) for a Geospatial Nondisclosure Agreement regarding GIS Services
3. Instruct staff to research options.
4. Do nothing at this time.

STAFF RECOMMENDATION:

Staff has researched the options and recommends approval of Option 1 and 2. Therefore, it is the recommendation of the Interim City Administrator that Council approves Option #1 and #2, approving the resolutions to approve the agreements with HR Green, Inc., at a total cost of the project not to exceed \$25,000.

RESOLUTION NO. 053 (2019/2020)

**A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
HR GREEN, INC., FOR GIS SERVICES**

WHEREAS, the City of Nevada, Iowa desires to develop a GIS Mapping System for the use and management of City infrastructure;

WHEREAS, the project requires the setup of a GIS database for the management of GIS data, transfer of existing data to the new GIS database, and develop web mapping applications;

WHEREAS, HR Green, Inc., has submitted the attached Agreement for their services to provide the GIS Mapping System;

WHEREAS, the City of Nevada desires to enter into the attached Professional Services Agreement for GIS Services with HR Green, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Services Agreement for GIS Services with HR Green, Inc. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 13th day of April, 2020.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

GIS SERVICES

Shawn Cole, Building and Zoning Official
City of Nevada, Iowa
1209 6th Street / PO Box 530
Nevada, IA 50201-0530
(515) 382-3908

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

HR Green Project Number: 181696

March 31, 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 requests a GIS mapping system for the use and management of City infrastructure. This project requires the setup of a GIS database for the management of GIS data, the transfer of existing data in its current format to the new GIS database, and the development of web mapping applications for CLIENT use in the office and the field. "On-call" support would be available on an as-needed basis.

1.2 Design Criteria/Assumptions

The following priorities have been identified for this project:

- Build and maintain a comprehensive GIS database to hold the asset data needed by the CLIENT.
- Review existing CLIENT GIS data and record drawings for the city's water distribution, sanitary sewer, and stormwater system assets, coordinate with CLIENT staff to determine what to retain, and integrate retained data into the new CLIENT GIS database.
- Develop user-friendly mapping applications for the water distribution, sanitary sewer, and stormwater systems, that provide CLIENT staff with easy access to their GIS data in the office and the field.
- Set up an ArcGIS Online (AGOL) organizational account for CLIENT, organizing web mapping content and establishing users and roles per CLIENT specifications.
- Train CLIENT staff on how to use web maps and custom mapping applications.

Assumptions

General Assumptions

- COMPANY will transfer data from three (3) CLIENT utility systems into GIS under this agreement. These CLIENT systems will be limited to the following:
 - Water distribution
 - Sanitary sewer
 - Stormwater
- COMPANY's standard GIS database design, mobile GIS form design, and web map design will be used to develop the CLIENT GIS. COMPANY will define the tabular

GIS database structure and establish the valid feature values, attribute ranges, and classifications for use in attribute "pick-lists."

- No field work will be completed under this Agreement

2.0 Scope of Services

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

Phase A: GIS Database

Overview: COMPANY will build a GIS database based on industry standard design that will accommodate data for CLIENT's water distribution, sanitary sewer, and stormwater systems.

Anticipated Tasks:

- COMPANY will build a GIS database with a structure that will be informed by ESRI data models as well as the expertise of COMPANY personnel.
- COMPANY will develop a GIS database structure that will accommodate the necessary spatial features and tabular data fields for CLIENT's water distribution, sanitary sewer, and stormwater systems.
- COMPANY will set up the CLIENT GIS database as an enterprise SQL Server SDE geodatabase. COMPANY will develop this GIS database using strictly non-proprietary software available "off-the-shelf" from ESRI. The GIS database will be designed using a recent version of ESRI's ArcGIS software. Using this GIS format allows the CLIENT to access its GIS data inside ArcGIS and take full advantage of software functionality should the CLIENT ever decide to invest in its own ArcGIS software. Upon request, COMPANY will provide the CLIENT with its GIS data in ESRI shapefile format at no additional cost to the CLIENT.
- COMPANY will design each asset class in the CLIENT GIS database to include important progress and status fields that allow the CLIENT to keep track of the completeness and quality of its data. These fields include: Collection Method and Collection Status.

Phase B: Data Migration

Overview: COMPANY will migrate data from existing CLIENT GIS and CAD files into the new CLIENT GIS database.

Anticipated Tasks:

- COMPANY will obtain GIS and CAD files containing water distribution, sanitary sewer, and stormwater system data from the CLIENT.
- COMPANY will review existing CLIENT GIS data and record drawings for the city's water distribution, sanitary sewer, and stormwater system assets, coordinate with CLIENT staff to determine what to retain, and integrate retained data into the new CLIENT GIS database structure. COMPANY assumes no responsibility for the original positional accuracy of the migrated data or correcting positional accuracy of any CLIENT data.
- COMPANY will obtain additional base map data that is publicly-available and in GIS format and load it into the GIS database "as-is."

Phase C: Web Mapping Applications

Overview: COMPANY will develop ArcGIS Online (AGOL) map applications that provide CLIENT staff access to their GIS data in both the office and the field. These applications will include GIS functionality that not only allows users to view community assets, but also provides the ability to enter searches, make edits, and perform analysis.

Anticipated Tasks:

- COMPANY will set up and configure a new ArcGIS Online (AGOL) organizational account for CLIENT upon CLIENT purchase of an AGOL subscription from ESRI. COMPANY will serve as account administrator for CLIENT's AGOL site.
- COMPANY will build web maps as listed below, accessible from the CLIENT AGOL site.

ArcGIS Online web maps provide an intuitive environment for reviewing and editing existing data as well as adding new features to the CLIENT GIS.

ArcGIS Online Web Maps

- Sanitary Sewer Utility
- Storm Water Utility
- Water Utility
- Combined Utilities (Sanitary Sewer, Storm Water, and Water)

COMPANY will also create Collector for ArcGIS mobile web maps and Web Application Dashboards from the four AGOL web maps listed above.

Collector for ArcGIS mobile web maps are designed for use on tablets and smart phones and allow the CLIENT to extend the reach of its GIS to the field. CLIENT use of the Collector application will promote efficiency and consistency in data collection through intuitive forms and pre-loaded pick-list menus. CLIENT staff will be able to view and edit GIS data in the field by leveraging inexpensive consumer-grade technology (smart phones, portable tablets) that may already be on hand. If



the CLIENT is interested in a high accuracy data collection system, COMPANY can also discuss top-of-the-line Trimble hardware options.

Web Application Dashboards are for use on CLIENT computers, smart phones, and tablets. They make powerful planning and management tools that allow the CLIENT to monitor data collection progress and examine infrastructure needs. They can be used to inform everyday decision making as well as long-term capital improvement planning.

- COMPANY will attach or link files that pertain to municipal assets, such as photos and CCTV videos, to the individual asset features in the GIS database. Photos will be attached directly to the corresponding feature in GIS. CCTV video links will be added to feature data tables to allow easy access via a Google Drive file library.
- COMPANY will fulfill the following duties for a year's duration (365 days) beginning upon delivery of the CLIENT's web mapping applications...
 - Provide access to the CLIENT GIS database on COMPANY's server at no additional cost to the CLIENT.
 - Maintain the CLIENT GIS database and make all needed updates and repairs necessary for its use.
 - Provide the CLIENT with access to the web mapping applications developed by COMPANY as part of this professional services agreement.

After this initial year passes, the renewal of these services will require an annual supplemental agreement with COMPANY. This annual supplemental agreement with COMPANY will be due simultaneous to the separate ArcGIS Online annual renewal with ESRI.

Phase D: Training

Overview: COMPANY will conduct a training to introduce and familiarize CLIENT staff with the new CLIENT ArcGIS Online (AGOL) site and the associated web mapping applications developed by the COMPANY.

Anticipated Tasks:

- COMPANY will conduct an onsite four (4) hour training covering the CLIENT AGOL site and mapping applications that will take place once development has been completed. A COMPANY GIS specialist will instruct CLIENT staff on the various capabilities available in these user-friendly applications.
- COMPANY GIS staff will provide up to 10 hours of on-call phone support for addressing post-training questions pertaining to the use of the delivered web mapping

applications. Any additional technical support desired by the CLIENT would be billed according to the HR Green Schedule of Hourly Fees.

Phase E: Supplemental Services and Support

Overview: The COMPANY recognizes the value of an incremental approach to developing a community GIS – one that evolves as the needs of the community evolve and as users develop greater familiarity with their GIS applications. The COMPANY is ready to adapt and grow the CLIENT's GIS to provide a solution that meets the ever-changing asset management needs of the community.

With an incremental approach in mind, the COMPANY offers numerous additional GIS services that the CLIENT may find beneficial. A partial listing of these supplemental services is detailed below.

Supplemental services elected by the CLIENT will be billed according to the HR Green Schedule of Hourly Fees. Please feel free to inquire about COMPANY's supplemental services and solutions.

Partial Listing of Supplemental Services Offered:

- COMPANY further develops the GIS database to include additional utility systems and/or community asset classes (e.g. parks and recreation, trails, cemeteries, pavement/streets, signage).
- COMPANY makes changes to the GIS database structure (e.g. adding new datasets, adding new attribute fields, adding or altering attribute "pick-lists") based on CLIENT feedback.
- COMPANY performs asset inventories on community infrastructure that CLIENT would like incorporated into its GIS. This work can range from the collection of high-accuracy GPS locations to highly-detailed asset inspections or a combination of both.
- COMPANY develops web mapping applications for the management of pot holes within the CLIENT's road network. Applications can be developed for internal CLIENT use for day-to-day operations and management. Applications can also be developed for use by the general public for the reporting of new pot holes.
- COMPANY develops public-facing web mapping portals that provide public access to City infrastructure mapping including select attribute information. Public portals can then be linked to the City's official website.
- COMPANY integrates work order management into CLIENT's suite of AGOL web mapping applications.
- COMPANY conducts QA/QC reviews of CLIENT data utilizing ESRI Data ReViewer

and provides CLIENT with reports detailing errors and corrective measures.

- COMPANY makes corrections to CLIENT data based on errors identified in Data ReViewer reports.
- COMPANY develops portable, hard-copy mapbooks for use in CLIENT work vehicles, job sites, or the office. Mapbooks can be developed for the following utility networks:
 - Sanitary Sewer Utility
 - Storm Water Utility
 - Water Utility
 - Combined Utilities (Sanitary Sewer, Storm Water, and Water)

Mapbooks are organized on a grid and include an index for quickly locating the page corresponding to a given asset. Mapbooks can also be made available to the CLIENT in electronic (PDF) format.

- COMPANY develops additional hard-copy and/or electronic mapping products such as poster-sized infrastructure maps.
- COMPANY provides additional training via webinar or on-site, covering the CLIENT AGOL site and mapping applications.

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

3.0 Deliverables and Schedules Included in this Agreement

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.

The schedule outlined below assumes timely execution of CLIENT and ESRI responsibilities and is therefore subject to change.

Phase A	GIS Database Setup	2 Weeks
Phase B	Data Review and Migration	8 Weeks
Phase C	Web Mapping Applications	4 Weeks
Phase D	Training	1 Day
Phase E	Supplemental Services and Support	TBD

The anticipated completion time frame for Phases A – C of this project is fourteen (14) weeks based on the provided project assumptions.

Work on this project will begin upon receipt of a signed professional services agreement.

4.0 Items not included in Agreement/Supplemental Services

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

- COMPANY will NOT be responsible for purchase of CLIENT's AGOL subscription from ESRI. ESRI customer service can be reached at 1.888.377.4575.

COMPANY GIS specialists will be available to assist CLIENT through the process of purchasing the AGOL subscription and advise CLIENT in tailoring the AGOL subscription purchase to meet organizational needs.

- COMPANY will NOT be responsible for purchasing additional Google Drive storage space for the CLIENT. IF the CLIENT wishes to take advantage of a Google Drive-based asset file library and requires more storage than what is offered complimentary by Google, CLIENT will be responsible for all storage purchases made to Google.
- COMPANY will NOT be responsible for hardware and software updates to CLIENT-end personal computers, tablets, and smart phones as COMPANY's maintenance responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates to maximize the performance of the CLIENT's web-based GIS applications.
- COMPANY makes no warranties or guarantees concerning internet connections or access to data. COMPANY can 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.

COMPANY will create scheduled database backups for the purpose of recovering CLIENT data in the event of data corruption or loss in the CLIENT GIS database. These measures are taken to safeguard the present state of the GIS database with no intention on the part of the COMPANY to maintain archival versions of the CLIENT GIS database for the purpose of preserving a historical record of CLIENT's GIS data. Implementation of periodic archiving of the CLIENT GIS database would require a supplemental agreement between CLIENT and COMPANY.

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



5.0 Client Responsibilities

- CLIENT will provide all existing GIS and CAD files containing city water distribution, sanitary sewer, and stormwater system data that CLIENT wants reviewed for integration into the new CLIENT GIS database.
- CLIENT will deliver to the COMPANY any available CLIENT basemap data that is needed for inclusion in the CLIENT GIS.
- CLIENT will provide a knowledgeable staff member to answer questions and provide information.
- CLIENT will be responsible for purchasing an ArcGIS Online (AGOL) subscription from ESRI. ESRI customer service can be reached at 1.888.377.4575.

COMPANY GIS specialists will be available to assist CLIENT through the process of purchasing the AGOL subscription and advise CLIENT in tailoring the AGOL subscription purchase to meet organizational needs.

In addition to selecting the number and type of CLIENT user licenses, CLIENT will purchase one additional Creator named user* to serve as the COMPANY administrator license. COMPANY recommends that, in addition to a Creator named user for the COMPANY administrator, the CLIENT purchase five additional Field Worker named users and one Viewer named user for internal use.

Following purchase, CLIENT will share ESRI email correspondence about the new subscription with COMPANY for the purpose of setting up the CLIENT AGOL site and providing ongoing site management.

*Access to ArcGIS Online web mapping services is offered at different licensing levels – Creator Named Users, Viewer Named Users, Field Worker Named Users, Editor Named Users, and Professional Named Users. Viewer Named Users are more limited and meant mainly for individuals only needing to view maps and apps. Creator Named Users can take advantage of additional functionality like creating maps and apps, performing analysis, sharing content, and working with mobile applications. Field Worker Named Users can work with applications in the field and in the office while having the ability to edit data. Editor Named Users can add and modify data using office applications. ArcGIS Online credits can be purchased for a variety of more specialized functionality, including use of certain analytical tools, increasing storage capacity, and gaining access to certain ESRI datasets for use in web mapping. More details about ArcGIS Online can be found at <https://www.arcgis.com>.

- CLIENT will read, sign, and comply with the COMPANY non-disclosure agreement (NDA).
- CLIENT will examine all sketches, drawings, specifications, and other documents presented by COMPANY; obtain advice of an attorney, insurance counselor, and other consultants as CLIENT deems appropriate for such examination; and render related decisions in writing.

6.0 Professional Services Fee

6.1 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.

The fee cited in this professional service agreement shall remain firm, expiring upon May 1, 2020.

6.2 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.

6.3 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.

6.4 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.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$20,000. This lump sum payment covers COMPANY services as described above in Phases A – D.

Time and Material (T&M) Not-To-Exceed \$5,000. Any supplemental services performed by COMPANY as part of this contract, including but not limited to those described above in Phase E, will be billed on a Time and Material basis. The T&M tasks would include any supplemental work that CLIENT would like COMPANY to do that is not covered under Phases A – D. The \$5,000 not-to-exceed amount assigned to T&M supplemental services is roughly equivalent to 40 labor hours for a COMPANY GIS Specialist.



COMPANY will bill the CLIENT monthly on a percent complete basis.

6.6 Annual Maintenance Renewal Agreement

COMPANY understands that CLIENT would want this investment in GIS to last for years to come. With this in mind, COMPANY will continue to provide access to the CLIENT GIS database at no cost, only expecting compensation for labor costs associated with keeping CLIENT GIS applications functional and stable through necessary server-end (i.e. COMPANY-end) hardware and software updates. These labor costs are detailed in annual maintenance renewal agreements, the first of which will become due one year after delivery of the CLIENT's GIS solution and can be renewed on or before that date each subsequent year in order to continue receiving maintenance. 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.



7.0 Terms and Conditions

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

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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 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.

7.22 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.

7.23 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.

7.24 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.

7.25 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 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.

7.26 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.



7.27 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.

7.28 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.

7.29 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.

7.30 Annual Maintenance Renewal Agreement:

CLIENT must purchase a 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.



7.31 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 'Michael Liska'.

Michael Liska

Approved by:

A handwritten signature in black ink, appearing to read 'J. E. Halverson'.

Printed/Typed Name: James E. Halverson

Title: Vice President Date: 3/31/2020

CLIENT OF NEVADA, IA

Accepted by:

Printed/Typed Name:

Title: Date:

RESOLUTION NO. 054 (2019/2020)

**A RESOLUTION APPROVING GEOSPATIAL NONDISCLOSURE AGREEMENT WITH
HR GREEN, INC., REGARDING GIS SERVICES**

WHEREAS, the City of Nevada, Iowa desires to develop a GIS Mapping System for the use and management of City infrastructure;

WHEREAS, the project requires the setup of a GIS database for the management of GIS data, transfer of existing data to the new GIS database, and develop web mapping applications;

WHEREAS, HR Green, Inc., has submitted an agreement for their services to provide the GIS Mapping System;

WHEREAS, the City of Nevada desires to enter into the attached Professional Services Agreement for GIS Services with HR Green, Inc.;

WHEREAS, the system used to interpret the data is the property of HR Green, Inc. and is subject to Nondisclosure;

WHEREAS, the City of Nevada, Iowa, will learn confidential and proprietary information relating to HR Green, Inc, in connection with the GIS Services project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Geospatial Nondisclosure Agreement with HR Green, Inc. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 13th day of April, 2020.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk

HR GREEN, INC.
GEOSPATIAL NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (the "Agreement") is made this _____ day of _____, 20__ by _____ (the "Recipient") to and for the benefit of HR Green, Inc., an Iowa Corporation, or any of its affiliates or subsidiaries (the "Company").

WHEREAS, Recipient will learn confidential and proprietary information relating to the business of Company (all the information acquired by the Recipient as aforesaid being collectively referred to as the "Proprietary Information") in connection with a project or projects to be commissioned with Company by Recipient.

WHEREAS, the Company desires to maintain the confidentiality and proprietary nature of the Proprietary Information, and the confidentiality of all discussions by and between Company and Recipient.

WHEREAS, to induce Company to undertake a project or projects with Recipient, Recipient is willing to execute this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the delivery of the Proprietary Information, Recipient hereby agrees as follows:

- I. **PROPRIETARY INFORMATION AND USE:** Recipient agrees and acknowledges that all Proprietary Information shall be and remain the sole and exclusive property of Company. Recipient will use the Proprietary Information only in connection with discussions with Company and for the purpose of its services provided by Company. Proprietary information includes, but is not limited to, the following:
 - A. GIS databases and their design, including feature classes, domains, subtypes, default values, relationships, networks, and tables: These databases are intended for use by the Recipient. The locational and attribute data contained within each database layer is the property of the Recipient and can be shared with any affiliate in accordance with Section III. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.
 - B. ArcPad files and all accompanying scripts: The ArcPad deployments used to collect field data are intended for use by the Recipient. The data collected using these deployments is the property of the Recipient and, following upload to the GIS database, can be shared with any affiliate in accordance with Section III. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.
 - C. Crystal Reports templates (.rpt files): Report files generated for the Recipient by the Company are the property of the Recipient and can be shared with any affiliate in accordance with Section III, but the Crystal Report templates are the property of the

Company. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.

- D. GIS web applications and accompanying scripts: GIS web applications, including but not limited to ArcGIS Online maps and applications, are intended for use by the Recipient. The data entered using GIS web applications is the property of the Recipient and, following upload to the GIS database, can be shared with any affiliate in accordance with Section III. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.
- E. ArcGIS Data Reviewer user-configurable checks: ArcGIS Data Reviewer user-configurable checks are intended for the benefit of the Recipient, but these checks are the property of the Company. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.
- F. Training materials, the HR Green GIS Decision Matrix, and the HR Green Database Design Outline: This documentation is for use by the Recipient but may not be shared with any affiliate. Any unauthorized distribution or reproduction contrary to these terms is prohibited and considered a breach of this Agreement.

II. RECIPIENT CARE OF PROPRIETARY DATA: Recipient agrees to hold in confidence and in trust and to maintain as confidential all Proprietary Information. The Recipient representative with signing authority for this Agreement will be responsible for sharing this Non-Disclosure Agreement and communicating the obligations herein to all Recipient employees granted access to the Proprietary Information.

III. DISCLOSURE TO AFFILIATES: Recipient agrees that at any such time that GIS data contained within the Proprietary Information is needed by any affiliate, that designated data shall be distributed only in the following formats:

- A. Feature classes (spatial data) only in ESRI shapefile format.
- B. Attribute tables (non-spatial data) only in .dbf, .csv, .txt, or .xls format.
- C. Reports only in .pdf, .html, .txt, or .xls format.

Recipient agrees that Company GIS database design elements via web services will not be made accessible to affiliates and other third parties. Data stored in non-attribute tables, including domains, subtypes, default values, and relationships, may not be shared with any affiliate. No other Proprietary Information shall be distributed to any affiliate without prior written permission of the Company. Company acknowledges that Recipient is subject to disclosures requirements pursuant to Open Records and transparent government, and expressly agrees to distribute information in the formats above (A-C) as requested by Recipient to fulfill statutory information requests.

IV. BREACH AND INJUNCTIVE RELIEF: Company and Recipient agree that an impending

or existing violation of any provision of this Agreement would cause the Company irreparable injury for which it would have no adequate remedy at law, and agree that the Company shall be entitled to equitable relief, which includes immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

- V. **TERMINATION OF AGREEMENT:** The obligations hereunder of Recipient with respect to the Proprietary Information shall survive the termination of the relationship of Recipient and Company.
- VI. **SUCCESSORS AND ASSIGNS:** This Agreement shall inure to the benefit of the Company, its successors, and assigns and be binding upon Recipient, its successors, and assigns. This Agreement may not be assigned by Recipient without the prior written consent of Company. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Proprietary Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void.
- VII. **SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
- VIII. **GOVERNING LAW AND JURISDICTION:** The Company and the Recipient 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 Recipient 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.
- IX. **AUTHORITY:** Each party warrants that it has the authority to enter this Agreement for itself and its affiliates.
- X. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties.
- XI. **NOTICE:** Any notice, demand, or request required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered or deposited in the United States mail and received within seven (7) days of postmark, registered or certified, postage prepaid, addressed as follows:

HR GREEN, INC.
8710 Earhart Lane SW
Cedar Rapids, IA 52404

CITY OF NEVADA
1209 6th Street
Nevada, IA 50201
Attn.: Shawn Cole

HR GREEN, INC.

CITY OF NEVADA

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

RESOLUTION NO. 055 (2019/2020)

**A RESOLUTION APPROVING PEPSI BEVERAGE AGREEMENT TO PROVIDE
BEVERAGES AT SCORE PARK**

WHEREAS, Park and Rec desires to provide customers with beverages at several locations within SCORE Park; and

WHEREAS, and Pepsi Beverages Company provided the lowest bid; and

WHEREAS, the City of Nevada desires Pepsi Beverages Company to provide those services at SCORE; and

WHEREAS, Pepsi Beverages Company has provided the attached Beverage Agreement C, three-year term; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Storey, County, Iowa, does hereby approve the Beverage Agreement C (Exhibit attached) between the City of Nevada and Pepsi Beverages Company. Park and Recreation Director Tim Hansen is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 13th day of April, 2020.

Brett Barker, Mayor

ATTEST:

Kerin Wright, City Clerk



PEPSI BEVERAGES COMPANY

Beverage Agreement C

Customer Information

Name of Business: NEVADA PARK & REC AQUATIC CENTER

Customer E-mail: thansen@cityofnevada-iowa.org

(Required)

Primary Contact: TIM HANSEN

COF Number(s): 9777780

(Include all numbers)

Address: 1717 FAWCETT PKWY

Fed Tax Id #: 42-6005023

City: NEVADA

State Tax Id #:

State: IA

Business Phone:

Cell #: 5153824352

Zip: 50201

Business Owner:

PBC Information

Agreement Term

PBC Location(s): URBANDALE IA

Created By: Kevin Dougherty Route #:

Agreement Start Date: 4/1/2020

PBC Market Unit: IOWA MKT Phone # 6414859814

Agreement End Date: 3/15/2023

Sales Method: (check one) ☒ Pepsi Direct ☐ Pre-Sell (Route #)

(Agreement automatically renews each year unless Cancellation is received at least ninety (90) days prior to the end of the term)

(Check Boxes and Specify, as applicable)

PBC Agrees To:

Customer Agrees To:

<input checked="" type="checkbox"/>	Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).
<input checked="" type="checkbox"/>	Initial Equipment Placement shall be as follows (fill out as applicable): Coolers: One-Door Two-Door Three-Door Counter-top Energy Fountain: 6 Valve 8 Valve Bar guns (button) Special: Lipton Refreshing Iced Tea Juice Frozen Slush FUB Unit 1 Valve Unit 2 Valve Unit Other (Specify):
<input checked="" type="checkbox"/>	PBC shall provide, at no charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
<input checked="" type="checkbox"/>	PBC shall make available for purchase by Customer Pepsi branded cups and CO ₂ ("Ancillary Products") at prices as determined by PBC. (Based on availability)
<input type="checkbox"/>	Provide Customer with the opportunity to participate as a member of Pepsi Rewards Plus * If unredeemed, earned points will expire after two years * Visit www.pesirewardsplus.com for full program details
<input checked="" type="checkbox"/>	For additional local PBC Field Input: pricing will have a 4% annual cap. minimum order will be waived, delivery once per week unless second needed with 24 hour notice, contract will not auto renew. No first right of refusal, no case

<input type="checkbox"/>	Volume Based Term (Check box if applicable) * The Term of this Agreement shall commence on the Agreement Start Date listed above, and end on the later of: (1) 3/15/2023 or (2) the date on which Customer purchases from PBC 0 Gallons/Cases for sale in the Outlets. No auto renewal of Term.
<input checked="" type="checkbox"/>	EXCLUSIVE - Customer agrees to exclusively serve the Products indicated below at the Customer's Outlet. The Products shall be the only beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Customer's Outlet.
<input type="checkbox"/>	NON-EXCLUSIVE - Customer agrees to grant PBC the right to have its Products sold, dispensed or otherwise made available, and advertised, displayed, represented or promoted at or in connection with the Customer's Outlet. Notwithstanding the foregoing, if PBC has provided Customer with fountain equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet.
<input checked="" type="checkbox"/>	DSD - Customer agrees to purchase all Products directly from the PBC Location(s) indicated above, and sell only those Products purchased from PBC from the Equipment provided to the Customer by PBC. Customer shall not stock any non-PBC Products (food or beverages) in Equipment.
<input checked="" type="checkbox"/>	MINIMUM THRUPUT - In order to qualify for applicable Equipment, Customer shall purchase a minimum annual average of 100 Cases per door for each cooler, 100 Gallons per each FB unit, 150 Gallons per each urn, and 500 Gallons per each fountain dispensing unit (minimum requirement may exclude bar guns at PBC's discretion, at the Outlet).
<input checked="" type="checkbox"/>	REQUIRED PRODUCTS - Purchase, stock and distribute at least each of the Products (as specified below) at all times during the Term.

Required Packages for this Agreement:

Fountain Postmix/BIB X 20oz 2 Liter X Cans Fountain
Premix/Tanks (limited Market Availability) Cups CO₂

X Other: 18.5

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company

Signature:

Date

Print Name Kevin Dougherty

Title

For Customer

Signature:

Date

Print Name TIM HANSEN

Title

FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of \$6k) (Based on availability)

Pepsi Dt Pepsi Mist Mtn Dew Dt Dew Life Water
Brisk Tea Lipton Refreshing Iced Tea: Sweet UnSweet Other
Dr Pep Dt DRP Mug CF Dt Pepsi Dt Mist Crush
Lemonade Wild Cherry Pepsi Fruit Punch
Frozen Slush Juice BIB Juice Cartridge Other Innovation

20oz. BOTTLE SKU REQUIREMENTS: Must Check One Level (All shall be 20 oz bottles unless otherwise indicated)

X Platinum: Must Purchase Pepsi, Dt Pepsi, Mist, Mountain Dew, Aquafina plus any three additional SKUs from brands below.

Gold: Must Purchase any five SKUs from brands below:

Silver: Must Purchase any three SKUs from brands below:

Pepsi Dt Pepsi Mtn Dew Dt Dew Mist Aquafina Dr. Pep
Dt DRP Crush Max Next Lipton: Iced Tea Brisk Pure Leaf
Gatorade G2 PropelZero LifeWater SoBe Dole/Ocean Spray
KickStart (18oz.) Starbucks (11oz/13.7oz.) Energy (18oz.)

X Comply with the Terms of this Agreement

Beverage Agreement C

Name of Business:	NEVADA PARK & REC AQUATIC CENTER	Customer E-mail:	thansen@cityofnevadaiaowa.org	(Required)
Primary Contact:	TIM HANSEN	COF Number(s):	9777780	
		(Include all numbers)		
Address:	1717 FAWCETT PKWY	Fed Tax ID #:	42-6005023	
City:	NEVADA	State Tax ID #:		
State:	IA	Business Phone:	Cell #: 5153824352	
Zip Code:	50201	Business Owner:		

Agreement Term

PBC Location(s):		URBANDALE IA		Agreement Term:	
Created By:	Kevin Dougherty	Route #:		Agreement Start Date:	4/1/2020
PBC Market Unit:	IOWA MKT	Phone #	6414889814	Agreement End Date*:	3/15/2023

X	Customer shall provide a list of the current locations of all Equipment loaned or rented to Customer by PBC ("Equipment List"), which shall include addresses and serial and asset numbers. Customer shall provide PBC with access to such Equipment at any time upon request. Failure to provide a complete Equipment List to PBC may result in: <input checked="" type="checkbox"/> Removal of Equipment <input checked="" type="checkbox"/> Forfeiture of all funds payable by PBC hereunder
X	PBC Shall Pay Development Funds Upfront as follows: X Annually: \$150 Semi-Annually: \$ Quarterly: \$ Development Funds shall be paid for the years 3 and shall not exceed \$450,000 in total payments. customer will receive \$150 of free product each year.
	PBC Shall Pay Marketing Funds* as follows: Annually: \$ Semi-Annually: \$ Quarterly: \$ *Marketing Funds shall be used for mutually agreed marketing and other programs. Development Funds may not represent a cash payment or be cumulative.
	PBC Shall Accrue Rebates* on purchased Products based on Schedule A: Annually Semi-Annually Quarterly *Detailed in Schedule A under "Rebates per Case/Pkg" ***Based on 24 unit/case unless otherwise noted in Schedule A
X	PBC Shall Pay accrued Rebate amounts within 90 days of the end of calendar quarter or year end, as applicable. PBC Shall Pay a one-time Signing Bonus of \$11,000
X	If customer receives shells and pellets from PBC they must be returned

Development Funds, Marketing Funds, Rebates, Signing Bonus. All such amounts set forth in this Agreement shall be earned over the quarter, year or term, as applicable, and shall be refunded pro rata by Customer if this Agreement is terminated prior to the Agreement End Date.

AGREED TO AND ACCEPTED BY:

For Papal Beverages Company

Signature:	Date
Print Name Kevin Dougherty	Title
For Customer	
Signature:	Date
Print Name TIM HANSEN	Title

SCHEDULE A

[illegible]

Exclusions

The following Products are excluded from Schedule A and will not receive any rebates

[illegible]



PEPSI BEVERAGES COMPANY

Beverage Agreement C

COF: 9777780

This sets forth the agreement ("Agreement") between Bottling Group, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), with respect to the purchase of Products.

1. **Definitions.** As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

a. "Agreement Year" shall mean each twelve-month period beginning with the Agreement Start Date.

b. "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, within the following categories: (i) cola and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drink and fluid replacements); (vi) energy drinks; (vii) bottled or canned water whether carbonated or still (spring, mineral or purified); (viii) liquid concentrate teas ("LCT"); (ix) frozen non-carbonated beverages ("FUB"); and (x) any future categories of nonalcoholic beverage products that may be distributed by PBC.

c. "Cases" shall mean the number of cases of bottle & can Products purchased by the Customer from PBC to be delivered in sizes, quantities and types of containers as determined by PBC from time to time.

d. "Equipment" shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.

e. "Gallons" shall mean the gallons of Postmix, LCT and FB Products purchased by the Customer from PBC.

f. "Outlet" shall mean the Customer's outlet located at the address indicated under the Customer Information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.

g. "Products" shall mean Beverages manufactured, sold or distributed by PBC which may be amended by PBC from time to time.

h. "Term" The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.

2. **Consideration.** In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following – if applicable as indicated on the first two pages of this Agreement:

a. **Equipment.** PBC or one of its affiliates shall retain all right, title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/deliver PBC Products and may not be safe or suitable for storage of non-Beverage items. Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.

b. **Funding.** As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term of the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallon/Cases purchased" duration; and

c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, and/or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.

3. **Product Price.** Prices for Products (including for Ancillary Products, if applicable) shall be at the discretion of PBC and subject to change from time to time.

4. **General Terms**

a. **Breach and Termination.** In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.

b. **Remedies.** If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a time-based duration, or based upon the number of outstanding Gallons/Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$8 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate; and (2) the product of \$10 multiplied by the projected number of 24-oz case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach.

c. **Failure to meet Minimum Throughput Requirement.** Throughout the Term, if Customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds, such extension to be treated under Section 1(g), above ("Automatic Extension").

d. **Equipment upon Expiration or Termination of this Agreement.** If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination of the Agreement the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damages to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be deemed a material breach of this Agreement.

e. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.

f. **Customer Representation.** Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.

g. **Non-Disclosure.** Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.

h. **Assignment/Acquisition.** The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.

i. **Unauthorized Reselling and/or Transshipment.** PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fees, or terminate this Agreement immediately (i.e., without notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other resellers/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.

j. **Right of First Refusal.** Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purpose of determining a match.

k. **Trademarks.** PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarks, copyrighted or other material in which other party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.

l. **Indemnification.** Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (and/or failure to adhere to PBC's quality and handling requirements related to) PBC's Equipment, Products or IP/Trademarks.

m. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company		Customer	
Signature:	Date:	Signature:	Date:

**Interim City Administrator's Report
as of April 9th, 2020**

White House Briefing: On Wednesday, 3/25/2020, at about noon, participated in a telephone conference sponsored by the White House. Included in the meeting was Kerin Wright and Mayor Brett Barker. Discussion focused on current data and efforts to combat the COVID-19 pandemic. The session lasted just over an hour.

Pre-Construction US 30 Conference: On Thursday, March 26th, 2020, at about 10:00am, a Zoom meeting took place in reference to the US 30 Overlay project. The project is to begin Monday, April 6th and is schedule to be completed in seventy days. Detours are set when both east or west bound lanes are closed.

Jurisdictional Executive Discussion: On Thursday, March 26th, 2020, at 7:00pm a Zoom meeting took place. Keith Morgan, Emergency Management Director, facilitated and hosted the meeting. Involvement included the Mayors and City Administrators from Story County, with participants from AEDC, NEDC, Iowa State University, Story County BOS, and the Story County Sheriff. The focus was what each entity was doing in addressing the COVID-19 crisis. Some great discussion took place. Everyone agrees to keep this meeting on a regular schedule until further notice.

Nevada Foundation: On Monday, March 30th, 2020, at about 6:00pm a Zoom meeting took place. The IRS has assigned a representative to work with the Nevada Foundation on the 501c3, which is still a work in progress. Efforts on fundraising for the Field House is on hold given the COVID-19 crisis until the fall.

Midwest Insurance Company Meeting: On Tuesday, March 31st, 2020, at about 9:30am Melissa Johnson met to discuss current inventory for the police department.

Jurisdictional Executive Discussion: On Thursday, April 2nd, 2020, at 7:00pm a Zoom meeting took place. Keith Morgan, Emergency Management Director, facilitated and hosted the meeting. Discussion took place similar to the meeting on March 26th, 2020.

Global Systems Presentation: On Friday, April 3rd, 2020, at about 9:00am, a Zoom presentation took place concerning a Records Management System for the police department. The two-and-a-half-hour presentation was an upgraded version of the current RMS used now by the police department. An RFP for a new RMS system is being processed.

City Department Head Meeting: On Monday, April 6th, 2020, at 9:00am, a City Department Head meeting took place in the City Council Chambers. Social distancing was adhered followed. A discussion concerning the status of the Burke Agreement, Field House, budget amendments, MetroNet, future increase in water and sewer rates, were on the agenda. The Development and Communications Specialist position is moving forward with Zoom interviews of candidates this week and a panel interview the following week.

Department Heads talked on changes within their departments to address the COVID-19 concerns. Each advised staff is accepting the new guidelines. While employees asked many questions, questions were more of trying to understand the new rules.

Additional Information:

I have been meeting informally with City Clerk Kerin Wright and Mayor Brett Barker on the various issues taking place because of the current pandemic. These meetings have been very productive. Many of the issues are new with no real guidelines to follow or emulate. The one take-a-way is we are all on the same page concerning various questions which arise.

Shawn Cole and I discussed adjusting the work on the Main Street Project. Rather than stopping road and infrastructure at K Avenue, continuing onto Lincoln Highway, stopping short of the intersection. With the Main Street Project taking place, the COVID-19 pandemic, and the US 30 overlay taking place, this seems an ideal time to continue to work through the downtown area. After speaking with several downtown businesses, I advised Shawn to let the contractors know to move forward with working to Lincoln Highway.



Josh Cizmadia
Police Sergeant

Chris Brandes
Police Sergeant

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



Ray Reynolds
Director of Fire & EMS

Cathy Jager
Chief's Assistant

MEMORANDUM

TO: Ricardo Martinez, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: February 3, 2020

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

Total Calls to date for 2020: 179

Fire calls for March 2020: 4

EMS calls for March 2020: 45

Good intent calls for March 2020: 7

Community Events for March 2020: 5

Narcan administered this month: 0

COVID 19

The Fire Department has implemented the following measures to protect our staff from contracting Covid 19:

- 1) Cancelled all group training above 10 people effective March 8th.
- 2) Communicate through firemanager text and email program.
- 3) Restricted the number of responders who have face to face contact with sick people.
- 4) High risk members or those who are older than 60 are not permitted to be in the patient care area on a respiratory illness call.
- 5) Temperature screening on all sick person calls and patient masking for patients who have respiratory symptoms.
- 6) Issued all members protective eyewear.
- 7) Issued all members N95 protective masks.
- 8) All firefighters are fit tested for masks annually.
- 9) Hand sanitizer hand washing station requirement upon entry into the fire station.
- 10) Posted instructions and operations plan in prominent places.
- 11) Purchased tyvek isolation suits for members responding to covid cases.
- 12) Disinfection wipe down of medical equipment and the cab area of the medical response vehicle after every call.

- 13) Wednesday night duty groups are assigned to totally wipe down and disinfect all surfaces in the apparatus and in the station to include kitchen, restrooms, meeting room, office and report writing rooms.
 - 14) Email release of new procedures.
 - 15) Restrict the station from public visitors.
 - 16) Encouraging hand washing more frequently.
 - 17) Weekly check in email and text.
 - 18) Posting of encouragement and safe healthy practices while dealing with anxiety and stress from being on the front line.
 - 19) Encourage our members to monitor their temperature daily.
 - 20) Purchased 2 gallons of 80% alcohol hand sanitizer for long duration needs should this extend out.
- Possible future actions if the pandemic worsens:

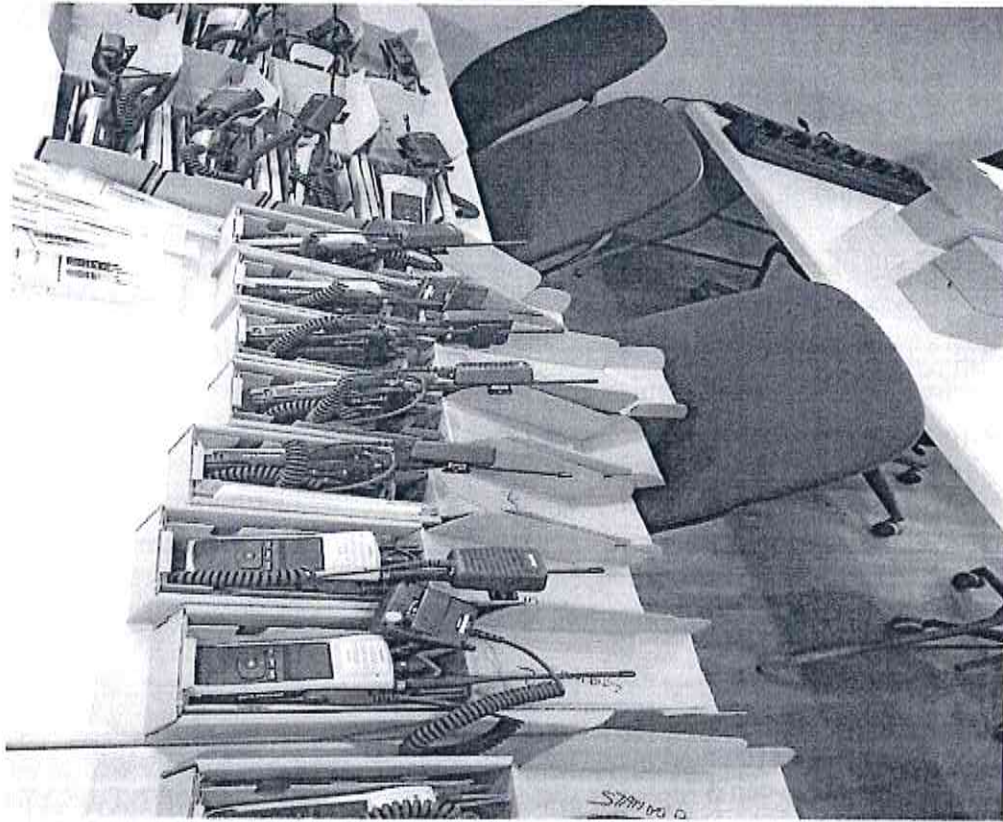
- 1) Temperature monitoring of volunteers. However, our second thermometer is on back order until June. May see if the EMA can assist in obtaining two additional no contact thermometers.
- 2) Eye protection and mask requirements for all patient contacts.
- 3) Stop responding to sick or covid calls.
- 4) Stop member foot traffic at the fire station.

ARSON

The fire department has been plagued by someone lighting ditch fires East of T Ave and 11th Street along the gravel road. There have been 6 reported grass fires in a one mile stretch of roadway. The residents in the area have been notified and are keeping a neighborhood watch out for suspicious activity. The fires have been more of a nuisance than a danger although two fires occurred when wind conditions were very strong. With the exception of one fire, all of the fires have been on Sunday afternoons. The police and sheriff's office are aware of the fires and have begun extra patrols.

NEW RADIOS

The fire department took order of 33 new portable radios as the Story County radio project unfolds. Despite a pandemic, the project continues to move forward. We are training our staff on the radios using small group meetings so we can get our volunteers up to speed. By far this is the most significant contribution to our volunteer's safety on a fire ground. The temporary radio system is proving to be better than the old radio system. We will not be buying additional pagers because the Story County 911 Board has agreed to purchase pagers for all fire departments in the county. This will also be significant so all of our members can have a working pager.



BIRTHDAY DRIVE BY

In this time of uncertainty, the fire department has an important purpose beyond fighting fires. In order to instill confidence and calm throughout the community we have begun engaging in birthday drive by trips. We started this effort to drive by the homes of kids who had to cancel their birthday party. It is important for the kids to know someone cares about their special day. It has been very positive for our members to see what a difference it makes to the kids. More fire departments throughout the region are conducting similar activities. On April 12th, we will be participating in the Easter events with the Jaycees and providing a tour of the town for the Easter Bunny. This is a time for the Easter bunny to wave at kids and see the creative egg designs people have displayed on their homes.

Date / Time	Address	Child's Name	Age
Sat. March 28 10 am	19330 Winchester Ave, Fernauld	Aimmie Perkins	5
Sun. March 29 3pm	1705 6 th Street	Natalie Emery	12
Sun. March 29 3:05 pm	910 C Ave.	Orson Nady	5
Mon March 30 10 am	1322 4 th Street	Reed Kelly	10
Mon March 30 10 am	1412 4 th Street	Adalyn Williams	8
Tue March 31 530 pm	506 H Ave	Riley Rowley	6
Tue March 31 530 pm	936 11 th Street	Grace Heginger	12
Wed Apr 1	910 11 th Street	Evelyn Sorem	5

3:00 pm			
Wed April 1 3:00 pm	1415 W. 8 th Street	James Kiger	12
Wed, April 1 3:00 p,	1022 Cherokee		85 year old senior
Thurs April 2 5:20 pm	1134 S K Ave.	Harper Jamison	1
Fri April 3 3:00 pm	1119 9 th Street	Violet Wirt	8
Sat April 4 3 pm	823 W O. Ave	2 boys (Kristin Wall-mom)	5
Sat April 4 3 pm	1004 C Ave	Emma Bainter	13
Sun April 5 3:00 pm	2257 10 th Street	Leighton Richardson	3
Mon Apr 6th 5:30 pm	527 Highview St.	Lanie Hamilton	14
Tue April 7 th 6 pm	26835 605 th Ave	Lexi Harrison	7
Wed. April 8 th 5:00 pm	1434 w 6th st	Onyx Crabb	5
Sun April 12 3 pm	1324 9 th Street	Amelia Falenschek	5



Special thanks to:



If your name is listed with another broker, this is not intended as a solicitation. Licensed in the State of Iowa. Each office independently owned and operated.

For: April 13, 2020 Council Meeting

To: Mayor
Nevada City Council
Interim City Administrator

From: Shanna Speer, Library Director

**Nevada Public Library
Council Report**

- The library closed to the public March 17.
- We did curbside pick-up from March 17-20.
 - One patron made us cookies in thanks.
 - Another patron commented that she was more worried about not having books than not having toilet paper.
 - Many parents were extremely appreciative that they could stock up.
- Staff still reported to work until March 25, 2020, at which time we determined it was best for everyone to work from home as much as possible.
- We are doing curbside pick-up again from April 6-10, in anticipation of a shelter-in-place order.
- Travis is doing story times online using Facebook Live.
- Amanda has adapted several of our existing adult programs to use Zoom.
- Staff are keeping busy with continuing education.
- We met virtually via Zoom to check in.

LIBRARY BOARD OF TRUSTEES MONDAY, MARCH 16, 2020, 5:00 P.M.

Chairperson Adam Riedell presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, March 16, 2020 at 5:01 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: Lisa Easley, Eric Gabrielson, Elizabeth Klaes, David Morris, Adam Riedell, and Allison Severson. Absent: Peter Korsching.

Others in attendance were Library Director Shanna Speer, Assistant Library Director Amanda Bellis, Kathy Solko-Manternach, and Donna Mosinski.

Motion by Board Member Lisa Easley, seconded by Board Member Eric Gabrielson, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: Easley, Gabrielson, Klaes, Morris, Riedell, and Severson. Nays: None. Chairperson Adam Riedell declared the motion carried.

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

Motion by Board Member Eric Gabrielson, seconded by Board Member David Morris, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the February 17, 2020 regular meeting
- (2) Approve March 2020 **claims** totaling \$5,694.06 (see attached list)
- (3) Accept and place on file the Director's **memo** dated March 13, 2020
- (4) Accept and place on file the February 2020 **financial report**

The roll being called, the following named board members voted. Ayes: Gabrielson, Morris, Riedell, Severson, Easley, and Klaes. Nays: None. Chairperson Adam Riedell declared the motion carried.

Motion by Board Member Eric Gabrielson, seconded by Board Member Elizabeth Klaes, to approve the Pandemic and Library Health Emergency Policy as amended. The roll being called, the following named board members voted. Ayes: Gabrielson, Klaes, Morris, Riedell, Severson, and Easley. Nays: None. Chairperson Adam Riedell declared the motion carried.

Library Director Shanna Speer reported on:

- Staff will be refunding meeting room rentals.

The next meeting will be held at 5:00 p.m. Monday, **April 20, 2020** in the Library Meeting Room.

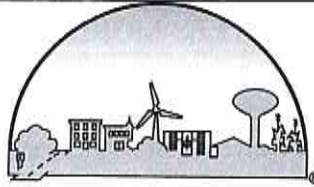
There being no further business to come before the Board, it was moved by Board Member Lisa Easley, seconded by Board Member Elizabeth Klaes, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Easley, Klaes, Morris, Riedell, Severson, and Gabrielson. Nays: None. Chairperson Adam Riedell declared the motion carried. At 5:25 p.m. he adjourned the meeting.

ATTEST:

Lisa Easley, Secretary

Adam Riedell, Chairperson

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



City of Nevada

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

April 2020

TO: Mayor - City Council Members
Interim City Administrator Ricardo Martinez II

FROM: Kerin Wright, City Clerk

Attended daily webinars related to COVID-19 to understand how the new laws and stimulus packages are affecting the city and its employees.

Worked with our IT to get those that will be working from home in shifts with the proper equipment and sign on rights.

The Fiscal Year 2020/2021 Budget was filed with Story County.

The Iowa Employment Conference that is typically held in Altoona was held by webinar this year. It was an important conference to attend with all the new laws that are going on out there.

Working on the Fiscal Year 2019/2020 Budget Amendment.

Attended Webinar Training for the Iowa Employment Conference Wednesday and Thursday, April 8th and 9th. The training is typically held in Altoona but because of COVID-19 it was switched to webinars for both days.