

COPY



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, SEPTEMBER 22, 2025 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

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

<https://us02web.zoom.us/j/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

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

Webinar ID: 851 5957 2027 Password: 287321

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

***Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) by 4:00 p.m. Monday, September 22, 2025***

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 September 8, 2025
  - B. Approve Payment of Cash Disbursements, including Check Numbers 88949-89023 and Electronic Numbers 4002-4083 (Inclusive) Totaling \$428,319.39 (See attached list)
  - C. Approve Financial Reports for Month of June, 2025
  - D. Resolution No. 018 (2025/2026): A Resolution Approving Beginning Fiscal Year 2025/2026 Transfers
5. Discussion and Appropriate Follow up Regarding Nevada Bark Park

6. NEDC Proposal LMI Set Aside Funds

7. **PUBLIC FORUM:** Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
8. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board, second reading
9. Approve Pay Request No. 1 for Oak Park Estates Trail, from MidState Solution LLC., in the amount of \$56,966.16
10. Approve Pay Request No. 3 for West Indian Creek – SRF Project A, from RW Excavating Solutions, in the amount of \$180,741.56
11. Discussion and Appropriate Follow up Regarding Upton Tree Claim
12. Resolution No. 019 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation
13. Resolution No. 020 (2025/2026): A Resolution Approving Real Property Charitable Donation Agreement between City of Nevada, Iowa and West Indian Research Acres, LLC
14. Approve Purchase of Snow Blade for the Wastewater Treatment Facility
15. Approve Purchase of V Blade Plow for Cemetery
16. Approve Purchase of Mosquito Spray
17. Approve Purchase of Filter Replacement for the Aquatic Center
18. Approve Purchase of Media and Lateral Replacement for three (3) Filters at the Aquatic Center
19. REPORTS – City Administrator/Mayor/Council/Staff
20. ADJOURN

The agenda was posted on the official bulletin board on September 18, 2025, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

E-Mailed \_\_\_\_\_

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**MEMO FOR  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
MONDAY, SEPTEMBER 22, 2025 – 6:00 P.M.**

8. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board, second reading  
**Enclosed you shall find the ordinance for review.**
9. Approve Pay Request No. 1 for Oak Park Estates Trail, from MidState Solution LLC., in the amount of \$56,966.16  
**Enclosed you shall find the engineer's recommendation and first pay request for the Oak Park Trail.**
10. Approve Pay Request No. 3 for West Indian Creek – SRF Project A, from RW Excavating Solutions, in the amount of \$180,741.56  
**Enclosed you shall find the third pay application for SRF Project A.**
11. Discussion and Appropriate Follow up Regarding Upton Tree Claim  
**Enclosed you shall find information previously presented to council as a refresher for Mr. Upton's claim.**
12. Resolution No. 019 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation  
**Enclosed you shall find the return of the Burke Agreement and resolution. Staff is hoping to have a signed agreement for the meeting.**
13. Resolution No. 020 (2025/2026): A Resolution Approving Real Property Charitable Donation Agreement between City of Nevada, Iowa and West Indian Research Acres, LLC  
**Enclosed you shall find the resolution approving the agreement for a land donation to the City.**
14. Approve Purchase of Snow Blade for the Wastewater Treatment Facility  
**Enclosed you shall find the action form and bids for a snow plow at the WWTF.**
15. Approve Purchase of V Blade Plow for Cemetery  
**Enclosed you shall find the action form and bids for a replacement plow for the Cemetery.**
16. Approve Purchase of Mosquito Spray  
**Enclosed you shall find an action form for a different/updated spray for mosquitoes.**
17. Approve Purchase of Filter Replacement for the Aquatic Center  
**Enclosed you shall find an action form and supporting documents for one of the sand filters at the Aquatic Center.**
18. Approve Purchase of Media and Lateral Replacement for three (3) Filters at the Aquatic Center  
**Enclosed you shall find the action form and supporting documents to replace media and laterals at the Aquatic Center.**

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NEVADA CITY COUNCIL – MONDAY, SEPTEMBER 8, 2025 6:00 P.M.

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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 6<sup>th</sup> Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, September 8, 2025, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Luke Spence, Henry Corbin, Dane Nealson, Steve Skaggs, Sandy Ehrig. Absent: Jason Sampson.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Ray Reynolds, Marlys Barker, Erin Mousel, Ryan Hutton, Chris Brandes, Devin Cornish, Rhonda Maier, Derek Thomas.

Also in attendance were: Belinda Scavone-Martin, Sue VandeKamp, Charlie Good, Andy Kelly, Jeff Laubach, Steve Manternach, Kathy Solko, Ray Beatty, Shane Heintz, Jane Heintz.

3. APPROVAL OF AGENDA

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

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

Motion by Luke Spence, seconded by Henry Corbin, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on August 25, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88888-88953 and Electronic Numbers 3927-4001 (Inclusive) Totaling \$204,854.26 (See attached list); the First Interstate Card Purchases for the September 19, 2025 Statement, total \$6,271.79; and Sam's Club Card Purchases for September 22, 2025 Statement, total \$718.27
- C. Resolution No. 016 (2025/2026): A Resolution Approving Year End Transfers, #3 DS for FY2024/2025
- D. Approve Exhibit A, a Revision of Exhibit C, from the May 27, 2025 Agreement for Private Development between the City of Nevada, Iowa and Sierra Heights, L.L.C. to adjust the Location of the Sewer.
- E. Approve Tax Abatement
  - 1. Permit #BP2025-0002, 405 10<sup>th</sup> Street, New Home



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

5. PUBLIC FORUM:

Mayor Condon Proclaimed September 15-19, 2025 as National Clean Energy Week.

Belinda Scavone-Martin talked about issues she's been dealing with regarding the loss of her house at 1204 8<sup>th</sup> Street.

Shane Heintz requested an update on the status of the concrete on his business property.

6. Resolution No. 017 (2025/2026): A Resolution Accepting the 19<sup>th</sup> Street Trail Project – Division 2 as Complete

Motion by Sandy Ehrig, seconded by Steve Skaggs, to **adopt Resolution No. 017 (2025/2026).** After due consideration and discussion the roll was called. Aye: Ehrig, Skaggs, Spence, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

7. Approve Pay Request No. 6 for 19<sup>th</sup> Street Trail Project – Division 2, from Con-struct Inc. in the amount of \$16,484.31, this includes release of retainage for payment in 30 days

Motion by Dane Nealson, seconded by Henry Corbin, to **approve Pay Request No. 6 for 19<sup>th</sup> Street Trail Project – Division 2, from Con-struct Inc. in the amount of \$16,484.31, this includes release of retainage for payment in 30 days.** After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

8. Approve Amendment to Master Agreement, 19<sup>th</sup> Street Trail Project, increasing maximum fee by \$2,100.00

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Amendment to Master Agreement, 19<sup>th</sup> Street Trail Project, increasing maximum fee by \$2,100.00.** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

9. Approve Pay Request No. 40 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00

Motion by Dane Nealson, seconded by Henry Corbin, to **approve Pay Request No. 40 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00.** After due consideration and discussion the roll was called. Aye: Nealson, Corbin, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

10. Approve Change Order No. 2 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC to extend project completion date to September 30, 2025

Motion by Sandy Ehrig, seconded by Luke Spence, to **approve Change Order No. 2 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC to extend project completion date to September 30, 2025.** After due consideration and

discussion the roll was called. Aye: Ehrig, Spence, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

11. Approve Change Order No. 3 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC in the amount of \$59,500.00

Motion by Luke Spence, seconded by Steve Skaggs, to **approve Change Order No. 3 for West Indian Creek, SRF Project A from RW Excavating Solutions, LC in the amount of \$59,500.00.** After due consideration and discussion the roll was called. Aye: Spence, Skaggs, Ehrig, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

12. Approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for Casey's General Store at 519 Lincoln Hwy

Motion by Dane Nealson, seconded by Sandy Ehrig, to **approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for Casey's General Store at 519 Lincoln Hwy.** After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Spence, Corbin, Skaggs. Nay: None. The Mayor declared the motion carried.

13. Ordinance No. 1073 (2025/2026): An Ordinance Amending the Nevada Code of Ordinances by Repealing Chapter 28 – Nevada Senior Community Center Board, first reading

Motion by Henry Corbin, seconded by Steve Skaggs, to **approve Ordinance No. 1073 (2025/2026), first reading.** After due consideration and discussion the roll was called. Aye: Corbin, Skaggs, Ehrig, Spence, Nealson. Nay: None. The Mayor declared the motion carried.

14. Resolution No. 018 (2025/2026): A Resolution Approving Allocated Capacity Agreement for Wastewater Services Between City of Nevada, Iowa and Burke Marketing Corporation

Motion by Dane Nealson, seconded by Steve Skaggs, to **table Resolution No. 018 (2025/2026).** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

## 15. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Sandy Ehrig, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 6:50 p.m. the meeting adjourned.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_  
Council Approved: \_\_\_\_\_

**CITY OF NEVADA CLAIMS SEPTEMBER 22,2025**

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK#
TREASURER STATE OF IA	SALES TAX 8/2025	10,775.98	4002
TREASURER STATE OF IA	WET 8/2025	10,616.13	4003
WAGEWORKS	FSA 2024 PMTS	164.64	4004
EMPLOYEE BENEFIT SYSTEMS	SELF FUNDING FEES	259.00	4005
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	324.41	4006
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	508.54	4007
EFTPS	FEDERAL TAXES WITHHOLDING TAX Pay Period: 09/14/202	32,741.17	4073
IPERS	IPERS IPERS COUNCIL Pay Period: 08/31/2025	40,237.36	4074
RELIANCE STANDARD	RELIANCE RELIANCE Pay Period: 09/14/2025	880.20	4075
TREASURER STATE OF IA	STATE WITHHOLDING TAX Pay Period: 08/31/2025	6,492.12	4076
CORNISH, DEVIN	HSA Pay Period: 09/14/2025	50.00	4077
HUTTON, RYAN	HSA Pay Period: 09/14/2026	320.84	4078
SYDNES, KELLAN	HSA Pay Period: 09/14/2027	50.00	4079
WAGEWORKS	FSA 2024 PMTS	288.37	4080
SAMS CLUB	ALL-SUPPLIES	718.27	4081
FIRST INTERSTATE BANK	LIB-SUBSCRIPTION	6,271.79	4082
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	252.59	4083
VAN WALL EQUIP	STS-BAT WING MOWER PARTS	-71.44	88949
ALLIANT	ALL-UTILITIES	5,585.91	88954
AMAZON CAPITAL SERVICES	LIB-MATERIALS	685.10	88955
BAKER & TAYLOR	LIB-MATERIALS	1,365.17	88956
BIBLIONIX	LIB-ANNUAL SUBSCRIPTION	100.00	88957
CENTRAL IOWA DIST	LIB-VACUUM RPR	76.00	88958
DEMCO	LIB-LABEL PROTECTORS	66.40	88959
DRAINTech	LIB-BATHROOM/KITCHEN MAINT	510.11	88960
HOOPLA	LIB-DIGITAL MEDIA	790.03	88961
METRONET	ALL-INTERNET SVC	294.90	88962
MIDWEST TAPE	LIB-DVD	250.17	88963
NEIGHBORS HTG	LIB-AC THERM	129.00	88964
QUILL CORP	LIB-OFFICE SUPPLIES	794.22	88965
VERIZON	LIB-SVCS	329.18	88966
WINDSTREAM	SC/PD/CH-PHONES/DISPATCH	233.43	88967
PAYROLL	PAYROLL	592.08	88968
AFLAC	AFLAC AFTER TAX Pay Period: 08/31/2025	696.21	88969
COLLECTION SERV CENTER	CHILD SUPPORT Pay Period: 09/14/2025	122.02	88970
MISSION SQUARE	DEFERRED COMPENSATION Pay Period: 09/14/2025	560.00	88971
ALLIANT	STS-K AVE	58.60	88972
AMES FORD LINCOLN	FD- VEH #11/33 TOUCH UP PAINT/CAMERA RPR	641.38	88973
AMES TRENCHING	POOL-RPRS	3,204.50	88974
ARNOLD MOTOR SUPPLY	ALL-RPRS	1,246.46	88975
BAUER BUILT	STS-#42 TIRES	669.08	88976
BIG 8 TYRE	ALL-RPRS	3,403.07	88977
BOUND TREE MEDICAL	EMS-AED PADS	122.56	88978
BRICK GENTRY PC	WWT/BURKE-LEGAL	13,075.00	88979
BROWNE, MARLIN	WTR-DEPOSIT REFUND	16.89	88980
CENTRAL IA WATER ASS(	WTR-LWE RAW WATER 09/2025	558.54	88981
CON-STRUCT INC	19TH STREET TRAIL DIV2 #6	16,484.31	88982

CONSUMERS ENERGY	ALL-UTILITIES	21,462.35	88983
D.I.A.L./ELEVATOR SAFETY BU	CH-ELEV INSP	175.00	88984
DRAINTech	POOL-REPAIRS	418.74	88985
DUDE BROS	WTR-VALVE EXERCISE	4,102.00	88986
ELLSWORTH, BALINDA	ADM-TRNG MILEAGE/FOOD REIMB	484.12	88987
FERGUSON WATERWORKS	WTR-METER SOFTWARE	5,657.20	88988
FIRST RESPONDER SUPPLY	PD-SEYMOUR CLOTHING	187.38	88989
GALLS, LLC	PD-FRIEDRICH FLASHLIGHT	147.98	88990
HACH CO	WTR-LAB SUPPLIES	289.50	88991
HARVEST HEATING & A/C,	POOL-HEATERS	26,682.50	88992
HAWKINS INC	WTR-CHEMICALS	3,537.18	88993
HOKEL MACHINE SUPPLY	PKM-HARDWARE	13.81	88994
HR GREEN, INC	WWTF-PH2/3/4 ENG	29,808.50	88995
IA COMMUNITIES ASSURANCE	STS-TRACTOR INS	1,458.00	88996
IA POLICE CHIEFS ASSOC	PD-JAGER CONFERENCE	75.00	88997
IA PRISON INDUSTRIES	STS-NO PARKING SIGNS	914.10	88998
IA STATE READY MIX	STRM/STS-CONCRETE	2,532.35	88999
JEO CONSULTING GROUP	SPLASH PAD	9,450.00	89000
JOHN DEERE FINANCIAL	WWT/CEM/PKM/WWT-SUPPLIES	489.24	89001
MACQUEEN EQUIP	STS-SWEEPER	199.71	89002
MAIN STREET NEVADA	ED-FY26 LOT SUPPORT	25,000.00	89003
MANATTS	CEM-BLOCK	1,294.60	89004
MCFARLAND CLINIC	LIB-TESTS	622.00	89005
MENARDS - AMES	WWT-SUPPLIES	194.61	89006
MENARDS-MARSHALLTOWN	WWT-POWER WASHER	299.00	89007
MNG, INC	REC-LEGENDS SHIRTS	294.00	89008
NEVADA HARDWARE	ALL-SUPPLIES	602.15	89009
PRATT SANITATION INC	ALL-GARBAGE SVC	1,106.81	89010
QUADIENT	ALL-POSTAGE	2,000.00	89011
ROUSE, DONALD	WTR/WWT-ROUSE TRNG	488.75	89012
SCHENDEL PEST CONTROL	POOL/4PLX-PEST CONTROL	76.34	89013
SKOLD DOOR & FLOOR CO	FD-OVRHD DOOR RPRS	390.00	89014
STAPLES ADVANTAGE	ADM/WWT-SUPPLIES	130.04	89015
STATE HYGIENIC LAB	WTR/WWT-LAB ANALYSIS	2,941.00	89016
UNITYPOINT CLINIC	STS-DOT TESTING	126.00	89017
USA BLUEBOOK	WWT-LAB SUPPLIES	346.76	89018
UTILITY SERVICE CO	WTR-PLANT & 8TH STREET TANK	13,096.88	89019
VAN WALL EQUIP	PKM-MOWER RPR	121.84	89020
WEX BANK	ALL-FUEL	2,868.29	89021
WHKS & CO.	STS-ENG,SAFE STGRNT	5,405.00	89022
ZIMCO SUPPLY	PKM-FERTILIZER	1,855.00	89023
	TOTAL PAYROLL EFT 4008-4072	<u>97,435.37</u>	
	TOTAL CLAIMS	<u>428,319.39</u>	



CITY OF NEVADA  
COMBINED CASH INVESTMENT  
JUNE 30, 2025

Item # 4C  
Date: 9/22/25

COMBINED CASH ACCOUNTS

999-000-1005	UTILITY CASH CLEARING	.80
999-000-1110	POOLED CHECKING	31,694,673.80
TOTAL COMBINED CASH		31,694,674.60
999-000-1000	FUND CASH	( 31,694,674.60)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL	4,503,668.87
2	ALLOCATION TO HOTEL MOTEL	13,301.26
3	ALLOCATION TO UNIFORMS	.00
4	ALLOCATION TO NEVADA SOFTBALL	.00
110	ALLOCATION TO ROAD USE TAX	1,706,582.62
112	ALLOCATION TO EMPLOYEE BENEFITS	113,940.71
113	ALLOCATION TO RUT CAPITAL	619,513.78
119	ALLOCATION TO EMERGENCY FUND	.00
121	ALLOCATION TO LOCAL OPTION SALES TAX	1,116,607.82
125	ALLOCATION TO TAX INCREMENT FINANCING	963,027.59
126	ALLOCATION TO LMI-SUBFUND	425,079.65
127	ALLOCATION TO LMI REHAB HOUSING PROJ	.00
129	ALLOCATION TO TIF CH/PS RESERVE	.00
160	ALLOCATION TO ECONOMIC DEVELOPMENT	( 80,000.00)
167	ALLOCATION TO RESTRICTED GIFTS	8.11
168	ALLOCATION TO CEMETARY CIP/LAND	.00
169	ALLOCATION TO LIBRARY TRUST	11,162.28
171	ALLOCATION TO FIRE TRUST	19,297.37
172	ALLOCATION TO SCORE-UNDESIGNATED	6,290.97
173	ALLOCATION TO SCORE O&M	292.28
174	ALLOCATION TO NORTH STORY BASEBALL	5,941.69
175	ALLOCATION TO SENIOR CENTER TRUST	18,201.49
176	ALLOCATION TO GATES HALL PIANO	21,017.51
177	ALLOCATION TO ASSET FORFEITURE	13,475.82
178	ALLOCATION TO PROPERTY & EVIDENCE	.00
179	ALLOCATION TO PARK OPEN SPACE	985.86
180	ALLOCATION TO COLUMBARIAN MAINTENANCE	6,156.89
181	ALLOCATION TO TRAIL MAINTENANCE	72,230.69
182	ALLOCATION TO DANIELSON TRUST	213,892.63
183	ALLOCATION TO LIB BLDG TRUST	218.65
184	ALLOCATION TO LIB BLDG TRUST	5,044.29
185	ALLOCATION TO 4TH OF JULY TRUST	.00
186	ALLOCATION TO COMMUNITY BAND	2,506.63
187	ALLOCATION TO PUBLIC ART FUND	2,733.02
200	ALLOCATION TO DEBT SERVICE	447,892.86
301	ALLOCATION TO CH CAMPUS PROJ	648.98
302	ALLOCATION TO LIBRARY ADDITION	9,419.63
303	ALLOCATION TO STREETS FACILITY	.00
304	ALLOCATION TO SC/FIELDHOUSE	941,594.38
305	ALLOCATION TO RAILROAD CROSSING IMP	182.58

CITY OF NEVADA  
COMBINED CASH INVESTMENT  
JUNE 30, 2025

306	ALLOCATION TO SPLASHPAD PROJECT	380,773.90
307	ALLOCATION TO SIDEWALK IMPROVEMENTS	148,765.32
308	ALLOCATION TO 2015 ASPHALT PROJECT	.00
309	ALLOCATION TO 2024 CIP STS IMPROV PRO	30,399.33
310	ALLOCATION TO 2021 STS 11TH/S14	.00
311	ALLOCATION TO 2019 CIP WORK	.00
312	ALLOCATION TO 2019 SOUTH D AVE PAVING	.00
313	ALLOCATION TO 2013 DDCE PROJECTS	.00
314	ALLOCATION TO 2024 BRIDGE REPAIRS	5,330.00
315	ALLOCATION TO CBD DOWNTOWN IMPR	.00
316	ALLOCATION TO WEST INDUSTRIAL PARK	.00
317	ALLOCATION TO 6TH ST REHAB	.00
318	ALLOCATION TO 2024HMA OVERLAY F&G	.00
319	ALLOCATION TO DOG PARK	17,199.34
320	ALLOCATION TO OAK PARK TRAIL CONNECT	.00
321	ALLOCATION TO TRAIL CIP RESERVE PROJ	578,491.90
322	ALLOCATION TO ARP FUNDS	1,100,840.02
323	ALLOCATION TO 2017 STS/WT/SE/STRM PRO	.00
324	ALLOCATION TO 2017 ASPHALT PAVING IMP	.00
325	ALLOCATION TO LINC HWY-W 18TH ST INTS	.00
326	ALLOCATION TO 2017 BOND, REFUND 2013B	.00
327	ALLOCATION TO CDBG DT FAÇADE PROJ	( 16,283.16)
500	ALLOCATION TO PERPTUAL CARE	178,814.08
501	ALLOCATION TO HATTERY TRUST	5,000.00
600	ALLOCATION TO WATER	4,850,609.25
601	ALLOCATION TO WATER DEPOSITS	89,557.55
602	ALLOCATION TO WATER PLANT UPGRADE RSR	2,096,227.40
603	ALLOCATION TO WATER SRF LOAN	.00
604	ALLOCATION TO WATER 2012C RESERVE	.00
605	ALLOCATION TO WATER 2012C/2020B BOND	200,016.73
606	ALLOCATION TO WTR 2012C IMPROVEMENT	.00
607	ALLOCATION TO WATER CAPITAL REVOLVING	364,451.52
608	ALLOCATION TO JORDAN WELL	( 7,343.75)
609	ALLOCATION TO WTR CAPITAL PROJECTS	( 42,248.30)
610	ALLOCATION TO SEWER	4,769,847.78
611	ALLOCATION TO SEWER SRF REVOLVING	3,457,518.62
612	ALLOCATION TO SEWER REVENUE SINKING	.00
613	ALLOCATION TO SEWER P&I RESERVE	.00
614	ALLOCATION TO SEWER EPA	.00
615	ALLOCATION TO SEWER CONSTRUCTION	1,302,078.28
616	ALLOCATION TO SEWER CAP IMP PROJECT	( 1,482,359.10)
617	ALLOCATION TO SEWER EQUIP REVOLVING	433,071.52
618	ALLOCATION TO SRF SPONSORED PROJECT	( 1,115,198.32)
670	ALLOCATION TO LANDFILL/GARBAGE	4,503.39
740	ALLOCATION TO STORM WATER	950,328.95
810	ALLOCATION TO REVOLVING FUND	1,574.01
811	ALLOCATION TO PAYROLL REVOLVING	.00
812	ALLOCATION TO FLEXT BENEFIT REVOLVING	38,177.81
813	ALLOCATION TO HEALTH INS, SELF FUND	121,842.49
820	ALLOCATION TO RISK MANAGEMENT/SELF-IN	.00
830	ALLOCATION TO OTHER INTERNAL SERV FUN	347,132.37
831	ALLOCATION TO BEYOND RX	.00

CITY OF NEVADA  
COMBINED CASH INVESTMENT  
JUNE 30, 2025

RESERVED CASH

167-000-1111	RESERVE-WELLS	1,989.61
167-000-1113	RESERVE-ZWILLING	125.10
167-000-1114	RESERVE-ALBERRY	1,138.36
168-000-1115	RESERVE-STONE REPAIR	.00
168-000-1116	RESERVE-POSTS	.00
168-000-1117	RESERVE-1ST ST ENTRANCE	.00
168-000-1118	RESERVE-UNDESIGNATED	250.75
168-000-1119	RESERVE-HARMS TRUST.GREEN SP	29,255.29
179-000-1122	RESERVE-GRNBLT MAP 2005	3,987.74
179-000-1123	RESERVE FOR OAKRIDGE N	.00
179-000-1124	RESERVE-ST CO TRAIL	965.11
179-000-1125	RESERVE-IND RDG GREENBE	.00
179-000-1126	RESERVE-LUDEMAN ATH CMP	.00
179-000-1127	RESERVE-UNRESTRICTED	65,614.96
179-000-1128	RESERVE-SCORE SCOREBOAR	5,083.94
179-000-1129	RESERVE-HATTERY	.00
179-000-1130	RESERVE-LANDSCAPING	7,348.90
179-000-1131	RESERVE-FIELD MAINT	37,921.66
179-000-1132	RESERVE-LEW HANSEN SUB	1,562.60
179-000-1133	RESERVE-87 SOUTHWOOD	8,408.37
179-000-1134	RESERVE-MARDEAN PARK	997.93
179-000-1135	RESERVE-WILSON POND DONATIONS	824.72
179-000-1136	RESERVE-SCORE PARK	.00
179-000-1137	P&R BRINKMAN MEMORIAL	2,768.65
810-000-1139	RESERVE-PARK & RECREATI	147,909.92
810-000-1140	RESERVE-LIBRARY	67,477.24
810-000-1141	RESERVE-CEMETERY	166,065.95
810-000-1142	RESERVE-FINANCE	230,044.06
810-000-1143	RESERVE-FIRE	552,390.65
810-000-1144	RESERVE-POLICE	186,004.90
810-000-1145	RESERVE-STREETS	.00
810-000-1146	RESERVE-PLANNING & ZONI	51,614.74
810-000-1147	RESERVE-FIELD HOUSE	92,355.13
810-000-1148	RESERVE-TECHNOLOGY	42,532.48
810-000-1149	RESERVE-EMS	.00
TOTAL ALLOCATIONS TO OTHER FUNDS		31,694,674.60
ALLOCATION FROM COMBINED CASH FUND - 999-000-1000		( 31,694,674.60)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

**CITY OF NEVADA**  
**BUDGET REPORT 6/2025, FISCAL 12/2025**

	<b>FY25 TOTAL</b>	<b>MTD</b>	<b>YTD</b>	<b>%</b>	<b>UNEXPENDED</b>
	<b>BUDGET</b>	<b>BALANCE</b>	<b>BALANCE</b>	<b>EXPENDED</b>	
POLICE TOTAL	1,510,728.00	93,644.44	1,367,140.30	90%	143,587.70
POLICE-OFFICE TOTAL	139,273.00	11,168.16	139,675.62	100%	-402.62
EMERGENCY MANAGEMENT TOTAL	1,600.00	99.30	1,095.33	68%	504.67
FLOOD CONTROL TOTAL	27,400.00	5,026.44	27,221.97	99%	178.03
FIRE TOTAL	912,582.00	25,214.42	834,140.19	91%	78,441.81
AMBULANCE TOTAL	43,652.00	527.25	47,060.31	108%	-3,408.31
BUILDING INSPECTIONS TOTAL	61,694.00	3,640.25	47,982.47	78%	13,711.53
ANIMAL CONTROL/OWNER TOTAL	6,000.00	275.00	2,889.31	48%	3,110.69
<b>PUBLIC SAFETY TOTAL</b>	<b>2,702,929.00</b>	<b>139,595.26</b>	<b>2,467,205.50</b>	<b>91%</b>	<b>235,723.50</b>
ROADS, BRIDGES, SIDEWALKS TOTAL	981,290.00	39,544.11	680,265.04	69%	301,024.96
STREET LIGHTING TOTAL	179,100.00	8,497.20	103,432.66	58%	75,667.34
PAVEMENT MARKINGS TOTAL	10,000.00	251.52	818.18	8%	9,181.82
SNOW REMOVAL TOTAL	95,775.00	0.00	59,413.86	62%	36,361.14
TREES & WEEDS TOTAL	40,000.00	14,880.70	43,552.65	109%	-3,552.65
<b>PUBLIC WORKS TOTAL</b>	<b>1,306,165.00</b>	<b>63,173.53</b>	<b>887,482.39</b>	<b>68%</b>	<b>418,682.61</b>
WATER, AIR, MOSQUITO CONTROL TOTAL	13,000.00	0.00	0.00	0%	13,000.00
OTHER HEALTH/SOCIAL SERV TOTAL	35,000.00	0.00	33,450.00	96%	1,550.00
<b>HEALTH &amp; SOCIAL SERVICES TOTAL</b>	<b>48,000.00</b>	<b>0.00</b>	<b>33,450.00</b>	<b>96%</b>	<b>14,550.00</b>
LIBRARY TOTAL	556,139.00	65,879.26	538,387.36	96%	17,751.64
LIBRARY-DONATED TOTAL	46,650.00	2,906.60	33,655.25	72%	12,994.75
LIBRARY-STATE INFRASTRUCT TOTAL	6,000.00	2,039.43	4,702.98	78%	1,297.02
MUSEUM/BAND/THEATRE TOTAL	1,500.00	396.00	1,381.00	92%	119.00
PARKS TOTAL	143,330.00	10,411.02	162,964.85	114%	-19,634.85
PARK MAINTENANCE TOTAL	381,868.00	25,593.05	297,403.68	78%	84,464.32
PARKS-ATHLETIC FIELDS TOTAL	20,000.00	2,194.40	16,023.39	80%	3,976.61
TRAIL SYSTEM-BIKE/WALK TOTAL	15,000.00	0.00	3,771.00	25%	11,229.00
FOUR-PLEX COMPLEX TOTAL	46,571.00	8,006.90	29,282.05	63%	17,288.95
POOL TOTAL	307,952.00	43,883.20	257,432.16	84%	50,519.84
RECREATION TOTAL	78,191.00	8,678.34	82,955.54	106%	-4,764.54
ADULT SOFTBALL TOTAL	5,170.00	0.00	845.12	16%	4,324.88
COMMUNITY HEALTH/WEELLNESS TOTAL	8,000.00	0.00	1,508.26	19%	6,491.74
SENIOR ACTIVITY TOTAL	8,500.00	0.00	3,000.88	35%	5,499.12
OPEN RECREATION TOTAL	10,200.00	0.00	0.00	0%	10,200.00
CEMETERY TOTAL	204,129.00	10,385.03	165,322.69	81%	38,806.31
FIELD HOUSE TOTAL	292,823.00	18,166.96	346,870.55	118%	-54,047.55
SENIOR COMMUNITY CENTER TOTAL	10,020.00	414.55	8,154.23	81%	1,865.77
FIELD HOUSE TOTAL	0	0	778.59	0%	-778.59
BASEBALL/SOFTBALL TOTAL	47,015.00	3,009.45	21,088.85	45%	25,926.15
YOUTH BASKETBALL TOTAL	16,765.00	0.00	10,697.83	64%	6,067.17
VOLLEYBALL TOTAL	8,653.00	0.00	5,092.45	59%	3,560.55
FLAG FOOTBALL TOTAL	8,959.00	0.00	3,207.06	36%	5,751.94



HALLOWEEN TOTAL	250	0	0	0%	250
CIRL TOTAL	6,570.00	1,990.00	7,021.97	107%	-451.97
HISTORICAL SOCIETY TOTAL	0.00	0.00	4,945.00	0%	-4,945.00
HISTORIC PRESERVATION TOTAL	7,500.00	0.00	0.00	0%	7,500.00

CULTURE & RECREATION TOTAL	2,237,755.00	203,954.19	2,006,492.74	90%	231,262.26
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ECONOMIC DEVELOPMENT TOTAL	1,013,319.00	16,283.16	818,581.45	81%	194,737.55
MAIN STREET NEVADA TOTAL	25,000.00	0.00	0.00	0%	25,000.00
HOUSING & URBAN RENEWAL TOTAL	475,000.00	0.00	5,471.00	1%	469,529.00
PLANNING & ZONING TOTAL	296,894.00	22,171.27	242,517.34	82%	54,376.66
CHRISTMAS LIGHTS TOTAL	800	0	0	0%	800.00
4TH OF JULY TOTAL	6,600.00	0.00	7,600.00	115%	-1,000.00
LINCOLN HWY DAYS TOTAL	1,000.00	0.00	1,600.00	160%	-600.00
OTHER COMM & ECO DEV TOTAL	3,700.00	895.58	3,730.58	101%	-30.58

COMMUNITY & ECONOMIC DEV TOTAL	1,822,313.00	39,350.01	1,079,500.37	59%	742,812.63
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MAYOR/COUNCIL/CITY MGR TOTAL	12,009.00	606.46	15,331.73	128%	-3,322.73
COUNCIL TOTAL	9,995.00	0.00	1,446.60	14%	8,548.40
CITY ADMINISTRATOR TOTAL	56,200.00	4,239.60	40,493.86	72%	15,706.14
CLERK/TREASURER/ADM TOTAL	566,033.00	33,367.51	526,751.49	93%	39,281.51
ELECTIONS TOTAL	7,000.00	0.00	6,119.66	87%	880.34
LEGAL SERVICES/ATTORNEY TOTAL	132,750.00	0.00	67,560.50	51%	65,189.50
CITY HALL/GENERAL BLDG TOTAL	123,711.00	9,042.00	110,407.33	89%	13,303.67
TORT LIABILITY TOTAL	79,160.00	0.00	72,095.00	91%	7,065.00
OTHER GENERAL GOVERNMENT TOTAL	20,000.00	230.41	15,551.02	78%	4,448.98

GENERAL GOVERNMENT TOTAL	1,006,858.00	47,485.98	855,757.19	85%	151,100.81
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CITY HALL/LIBRARY DEBT TOTAL	94,428.00	0.00	94,428.00	100%	0.00
CBD PROJECT 9.9M TOTAL	678,550.00	0.00	678,550.00	100%	0.00
2013 GO BOND TOTAL	245,763.00	0.00	1,059,237.50	431%	-813,474.50
FIELD HOUSE TOTAL	851,950.00	0.00	38,475.00	5%	813,475.00

DEBT SERVICE TOTAL	1,870,691.00	0.00	1,870,690.50	100%	0.50
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ROADS, BRIDGES, SIDEWALKS TOTAL	4,540,000.00	112,417.94	2,821,919.08	62%	1,718,080.92
SIDEWALKS TOTAL	25,000.00	0.00	0.00	0%	25,000.00
RAILROAD CROSSINGS TOTAL	10,000.00	0.00	4,817.42	48%	5,182.58
TRAIL SYSTEM-BIKE/WALK TOTAL	1,100,000.00	3,473.25	460,079.21	42%	639,920.79
POOL TOTAL	100,000.00	0.00	0.00	0%	100,000.00
SPLASHPAD TOTAL	1,100,000.00	0.00	42,560.00	4%	1,057,440.00
SENIOR COMMUNITY CENTER TOTAL	0	0	23514.61	0%	-23514.61
FIEDLHOUSE TOTAL	0	0	106064.79	0%	-106064.79
HOUSING & URBAN RENEWAL TOTAL	90,000.00	0.00	0.00	0%	90,000.00

CAPITAL PROJECTS TOTAL	6,965,000.00	115,891.19	3,458,955.11	50%	3,506,044.89
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WTR 2012C BOND TOTAL	456,750.00	0.00	456,750.00	100%	0.00
WWT DEBT TOTAL	2,984,316.00	0.00	2,815,116.49	94%	169,199.51
WATER TOTAL	52,000.00	13,096.88	49,901.52	96%	2,098.48

WATER -PLANT/PUMPS TOTAL	1,165,455.00	48,447.26	988,148.22	85%	177,306.78
WATER-LINES-INST & O&M TOTAL	84,037.00	4,043.09	52,092.81	62%	31,944.19
WATER ACCOUNTING TOTAL	407,999.00	30,037.74	362,351.88	89%	45,647.12
WASTEWATER PLANT TOTAL	1,423,466.00	53,902.45	768,860.47	54%	654,605.53
WASTEWATER COLLECTION TOTAL	9,037,710.00	28,997.62	2,897,822.43	32%	6,139,887.57
WASTEWATER ACCOUNTING TOTAL	284,804.00	21,230.51	273,254.76	96%	11,549.24
LANDFILL/GARBAGE TOTAL	75,800.00	55.78	73,380.96	97%	2,419.04
STORM WATER TOTAL	65,900.00	2,585.49	49,144.40	75%	16,755.60

ENTERPRISE FUNDS TOTAL	16,038,237.00	202,396.82	8,786,823.94	55%	7,251,413.06
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TRANSFERS IN/OUT TOTAL	9,416,939.00	4,706,486.30	12,590,724.25	134%	-3,173,785.25
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TRANSFER OUT TOTAL	9,416,939.00	4,706,486.30	12,590,724.25	134%	-3,173,785.25
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TOTAL EXPENSES	43,414,887.00	5,518,333.28	34,037,081.99	78%	9,377,805.01
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**\*SOME END OF YEAR TRANSFERS HAVE NOT BEEN COMPLETED AT THE TIME OF THIS REPORT**

## Report Criteria:

Includes only accounts with balances or activity

Includes grand totals

[Report].ACCOUNT = none

[Report].OBJECT CODE = none

Account Number	Title	2024-25 Prior year Budget	2025-25 Prior year Actual	2024-25 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total GENERAL:		4,720,352.00	707,503.94	4,818,383.37	102.08%	98,031.37-
Total HOTEL MOTEL:		4,100.00	.00	8,641.59	210.77%	4,541.59-
Total ROAD USE TAX:		1,113,859.00	153,198.58	1,222,360.07	109.74%	108,501.07-
Total EMPLOYEE BENEFITS:		963,462.00	.00	974,643.23	101.16%	11,181.23-
Total RUT CAPITAL:		358,000.00	.00	369,852.68	103.31%	11,852.68-
Total EMERGENCY FUND:		1,200.00	.00	378.08	31.51%	821.92
Total LOCAL OPTION SALES TAX:		1,125,000.00	.00	1,380,752.90	122.73%	255,752.90-
Total TAX INCREMENT FINANCING:		1,558,568.00	.00	1,659,727.15	106.49%	101,159.15-
Total LMI-SUBFUND:		106,717.00	.00	90,208.12	84.53%	16,508.88
Total ECONOMIC DEVELOPMENT:		400,000.00	.00	395,130.13	98.78%	4,869.87
Total RESTRICTED GIFTS:		25.00	.00	109.16	436.64%	84.16-
Total CEMETARY CIP/LAND:		200.00	.00	556.98	278.49%	356.98-
Total LIBRARY TRUST:		6,100.00	.00	18,329.40	300.48%	12,229.40-
Total FIRE TRUST:		120.00	.00	364.28	303.57%	244.28-
Total SCORE-UNDESIGNATED:		50.00	.00	118.76	237.52%	68.76-
Total SCORE O&M:		5.00	.00	5.52	110.40%	.52-
Total NORTH STORY BASEBALL:		24,000.00	.00	6,200.70	25.84%	17,799.30

Account Number	Title	2024-25 Prior year Budget	2025-25 Prior year Actual	2024-25 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total SENIOR CENTER TRUST:		710.00	.00	7,905.54	1113.46%	7,195.54-
Total GATES HALL PIANO:		100.00	.00	396.74	396.74%	296.74-
Total ASSET FORFEITURE:		100.00	.00	254.37	254.37%	154.37-
Total PARK OPEN SPACE:		34,800.00	.00	33,682.85	96.79%	1,117.15
Total COLUMBARIAN MAINTENANCE:		520.00	.00	234.92	45.18%	285.08
Total TRAIL MAINTENANCE:		20,150.00	.00	21,326.01	105.84%	1,176.01-
Total DANIELSON TRUST:		1,600.00	.00	11,621.34	726.33%	10,021.34-
Total LIB BLDG TRUST:		.00	.00	6.48	0.00%	6.48-
Total LIB BLDG TRUST:		75.00	.00	95.21	126.95%	20.21-
Total 4TH OF JULY TRUST:		2,575.00	837.02	1,338.71	51.99%	1,236.29
Total COMMUNITY BAND:		1,000.00	.00	1,773.63	177.36%	773.63-
Total PUBLIC ART FUND:		2,000.00	.00	2,733.02	136.65%	733.02-
Total DEBT SERVICE:		1,901,526.00	851,950.00	1,906,393.37	100.26%	4,867.37-
Total CH CAMPUS PROJ:		.00	.00	12.25	0.00%	12.25-
Total LIBRARY ADDITION:		100,159.00	.00	95,411.10	95.26%	4,747.90
Total SC/FIELDHOUSE:		50,000.00	.00	1,522,411.65	3044.82%	1,472,411.65-



Account Number	Title	2024-25 Prior year Budget	2025-25 Prior year Actual	2024-25 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total RAILROAD CROSSING IMP:		.00	.00	5,000.00	0.00%	5,000.00-
Total SPLASHPAD PROJECT:		400,000.00	.00	7,991.09	2.00%	392,008.91
Total SIDEWALK IMPROVEMENTS:		.00	.00	3,057.38	0.00%	3,057.38-
Total 2024 CIP STS IMPROV PRO:		4,340,000.00	.00	2,420,733.54	55.78%	1,919,266.46
Total 2019 CIP WORK:		.00	.00	4,561.22	0.00%	4,561.22-
Total 2024 BRIDGE REPAIRS:		.00	.00	17,000.00	0.00%	17,000.00-
Total 2024HMA OVERLAY F&G:		.00	9,339.99	1,017,185.57	0.00%	1,017,185.57-
Total DOG PARK:		434,370.00	.00	17,199.34	3.96%	417,170.66
Total TRAIL CIP RESERVE PROJ:		108,800.00	.00	520,225.29	478.15%	411,425.29-
Total ARP FUNDS:		10,000.00	.00	20,780.08	207.80%	10,780.08-
Total CDBG DT FAÇADE PROJ:		90,000.00	.00	.00	0.00%	90,000.00
Total PERPTUAL CARE:		5,000.00	.00	2,932.50	58.65%	2,067.50
Total WATER:		2,922,635.00	.00	3,232,373.28	110.60%	309,738.28-
Total WATER DEPOSITS:		25,000.00	.00	17,800.34	71.20%	7,199.66
Total WATER PLANT UPGRADE RSR:		220,000.00	.00	269,622.72	122.56%	49,622.72-
Total WATER 2012C/2020B BOND:		456,750.00	.00	456,750.00	100.00%	.00

Account Number	Title	2024-25 Prior year Budget	2025-25 Prior year Actual	2024-25 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total WATER CAPITAL REVOLVING:		203,000.00	.00	215,434.93	106.13%	12,434.93-
Total JORDAN WELL:		.00	.00	82,408.43	0.00%	82,408.43-
Total SEWER:		5,079,300.00	.00	3,691,833.70	72.68%	1,387,466.30
Total SEWER SRF REVOLVING:		2,994,508.00	2,984,507.20	4,492,635.11	150.03%	1,498,127.11-
Total SEWER CONSTRUCTION:		370,000.00	.00	681,338.59	184.15%	311,338.59-
Total SEWER CAP IMP PROJECT:		9,000,000.00	.00	2,033,144.08	22.59%	6,966,855.92
Total SEWER EQUIP REVOLVING:		77,000.00	.00	89,862.52	116.70%	12,862.52-
Total SRF SPONSORED PROJECT:		1,500,000.00	.00	.00	0.00%	1,500,000.00
Total LANDFILL/GARBAGE:		73,700.00	.00	73,334.57	99.50%	365.43
Total STORM WATER:		177,900.00	.00	213,715.56	120.13%	35,815.56-
Total REVOLVING FUND:		675,000.00	.00	784,639.20	116.24%	109,639.20-
Total FLEXT BENEFIT REVOLVING:		.00	.00	44,396.92	0.00%	44,396.92-
Total HEALTH INS, SELF FUND:		.00	.00	476,540.50	0.00%	476,540.50-
Total OTHER INTERNAL SERV FUN:		.00	.00	11,618.15	0.00%	11,618.15-
Grand Totals:		41,660,036.00	4,707,336.73	35,455,473.92	85.11%	6,204,562.08

**RESOLUTION NO. 018 (2025/2026)**

**A RESOLUTION APPROVING BEGINNING FISCAL YEAR 2025/2026 TRANSFERS**

WHEREAS, the following beginning year transfers were scheduled in the FY2025/2026 budget and need to be completed; and

FROM	TO	AMOUNT
Local Option Tax 121-910-6910	General Fund (Officer/SRO) 001-910-4830	\$150,000.00
Local Option Tax 121-910-6910	General Fund (Live HealthyIA) 001-910-4830	\$2,000.00
Local Option Tax 121-910-6910	General Fund (Scholarship for P&R) 001-910-4830	\$2,000.00
Local Option Tax 121-910-6910	General Fund (Comm Specialist) 001-910-4830	\$65,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Streets 113-910-4830	\$150,000.00
Local Option Tax 121-910-6910	Trail Maintenance 181-910-4830	\$20,000.00
Local Option Tax 121-910-6910	Trail Reserve, (New Trails) 321-910-4830	\$30,000.00
Local Option Tax 121-910-6910	Public Arts Commission Fund 187-910-4830	\$2,000.00
Road Use Tax 110-910-6910	Equipment Revolving – Streets 113-910-4830	\$200,000.00
Water Utility 600-910-6910	2018B Bond, WT Revenue Bond 605-910-4830	\$458,050.00
Water Utility 600-910-6910	Water Equipment Revolving 607-910-4830	\$200,000.00
Water Utility 600-910-6910	WTR Plant Upgrade Reserve 602-910-4830	\$200,000.00
Wastewater Utility 610-910-6910	WWT Equipment Revolving 617-910-4830	\$75,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Police 810-910-4830	\$100,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Fire 810-910-4830	\$100,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Library 810-910-4830	\$35,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Park 810-910-4830	\$95,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Cemetery 810-910-4830	\$30,000.00
Local Option Tax 121-910-6910	Equipment Revolving-Administration 810-910-4830	\$100,000.00

Local Option Tax 121-910-6910	Fieldhouse Equipment Revolving 810-910-4830	\$10,000.00
----------------------------------	--	-------------

WHEREAS, it is necessary to complete some of the budgeted beginning year transfers for FY2025/2026; and

WHEREAS, the Nevada City Council approved the FY26 budgeted beginning year transfers on April, 14, 2025 per Resolution No. 075 (24/25); and

WHEREAS, the approved budgeted transfers above need to be transferred at this time, the remaining transfers to be completed at a later date; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorized the completion of these budgeted transfers on April 14, 2025 as scheduled for fiscal year 2025/2026 per Resolution No. 075 (24/25); and the beginning year transfers are needed; and that this resolution be made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 22<sup>nd</sup> day of September, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk



Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 018 (2025/2026) be adopted.

AYES:                   —  
NAYS:                   —  
ABSENT:               —

The Mayor declared Resolution No. 018 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 018 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of September, 2025.

---

Kerin Wright, City Clerk

f:\office\council\resolutions\2025-2026\018-budget transfers beginning fy25-26.doc

**RESOLUTION NO. 075 (2024/2025)**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2025/2026  
ANNUAL BUDGET WITH TRANSFERS**

**WHEREAS**, the Ordinances of the City of Nevada and the statutes of the State of Iowa provide that an annual budget shall be adopted by the Corporate Authorities of the City of Nevada; and

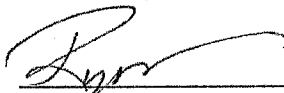
**WHEREAS**, the City Council of the City of Nevada has held the necessary hearings after having caused to be made the publication and notice required by law; and

**WHEREAS**, the City Council of the City of Nevada has reviewed the FY2025/2026 Budgeted transfers per the attached Transfers worksheet; and

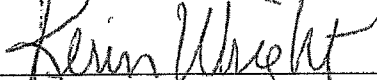
**WHEREAS**, the City Council of the City of Nevada has reviewed the budget for Fiscal Year 2025/2026 as presented by the City staff and to be in the best interest of the City of Nevada; and

**NOW THEREFORE BE IT RESOLVED BY THE CITY OF NEVADA CITY COUNCIL, STORY COUNTY, IOWA**, that the Fiscal Year 2025/2026 budget and FY2025/2026 budgeted transfers for the City of Nevada, Iowa, on file in the City Clerk's Office and the Nevada Public Library is hereby adopted and approved.

Passed and approved this 14<sup>th</sup> day of April, 2025, by the City Council of the City of Nevada, Iowa.

  
\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

  
\_\_\_\_\_  
Kerin Wright, City Clerk

FY 2025/2026 BUDGETED TRANSFERS

Approved by Resolution No. 075 (2024/2025)

		REVENUE		EXPENDITURE		DATE: April 14, 2025	
T&A to General	001-910-4830	825,210	112-910-6910	825,210	special	Benefits levy for General Fund Employees	
T&A to RUT	110-910-4830	204,811	112-910-6910	204,811	special	Benefits levy for Street Employees	
LOT to Trail Maintenance	181-910-4830	20,000	121-910-6910	20,000	special	Used for Trail Maintenance	
LOT to Trail Reserve Program	321-910-4830	30,000	121-910-6910	30,000	special	Used for NEW Trail projects	
LOT to General-Public Safety	001-910-4830	150,000	121-910-6910	150,000	special	Police officer/SRO	
LOT to Live Healthy Iowa	001-910-4830	2,000	121-910-6910	2,000	special	REC program	
LOT to Scholarship Fund for P&R	001-910-4830	2,000	121-910-6910	2,000	special	Scholarships for P&R Programs	
LOT to Public Arts Commission Fund	187-910-4830	2,000	121-910-6910	2,000	special	To Use for Future public arts projects	
LOT to ER-Street	113-910-4830	150,000	121-910-6910	150,000	special	LOT, Equipment Revolving for Street Department purchases	
LOT to General-Comm Specialist	001-910-4830	65,000	121-910-6910	65,000	special	Communications Specialist Position	
RUT to RUT EQUIP Rev	113-910-4830	200,000	110-910-6910	200,000	special	RUT, Equipment Revolving for Street Department purchases	
TIF to DS CBD Project	200-910-4830	255,000	125-910-6911	255,000	special	TBD, TIF to assist the CBD Project Debt	
FH Project Fund to DS for FieldHouse Bond	200-910-4831	793,200	304-910-6910	793,200	Proj, New Found	Donations from Nevada Foundation to pay for FH Debt	
TIF to DS for Airport Rd Debt	200-910-4831	144,300	125-910-6911	144,300	TIF	TIF to DS for the Airport Road Project Debt	
TIF to GF Legal Srv Verbio	001-910-4831	5,000	125-910-6911	5,000	TIF	TIF to GF to pay legal costs for Verbio agreement	
TIF to GF Legal Srv MidStates#3	001-910-4831	7,500	125-910-6911	7,500	TIF	TIF to GF to pay legal costs for Mid States Agreement	
TIF to GF Legal Srv JLA	001-910-4831	4,000	125-910-6911	4,000	TIF	TIF to GF to pay legal costs for JLA/Kockler Agreement	
TIF to TIF Reserve (LMI ) Friedrick	126-910-4831	70,620	125-910-6911	70,620	TIF	TIF to LMI for Frederick Housing Development Agreement	
LMI Reserve to Housing Rehab Project 327	327-910-4831	10,000	128-910-6911	10,000	LMI	LMI to Housing Rehab Project, if needed	
LOT to Splashpad Project	306-910-4830	200,000	121-910-6910	200,000	special	LOT to Splashpad Project Fund	
LIB CIP Levy to DS for LIB Debt	200-910-4830	97,493	302-910-6910	97,493	cap levy	CIP Levy (Library) to DS for Library Addition Bond	
WTR to 2012C Bond Rev Bond	605-910-4830	458,050	600-910-6910	458,050	wtr	WTR O/M to WTR DS for Bond Payment	
WTR to WTR Capital	607-910-4830	200,000	600-910-6910	200,000	water	WTR O/M to WTR Equipment Revolving for purchases	
WTR O/M to WTR PLNT Upgrade Reserve	602-910-4830	200,000	600-910-6910	200,000	water	WTR O/M to WTR Reserve Fund for future projects/upgrades	
WWT O/M to WWT Reserve/Const	615-910-4830	100,000	610-910-6910	100,000	wastewater	WWT O/M to Reserve Account if enough in O&M	
WWT to WWT Capital	617-910-4830	75,000	610-910-6910	75,000	wastewater	WWT O/M to WWT Equipment Revolving for purchases	
WWT to SRF Pymt	611-910-4830	2,984,467	615-910-6910	2,984,467	wastewater	WWT Service Charge to WWTF SRF Sinking Fund for Bond payment	
LOT to ER-Police	810-910-4830	100,000	121-910-6910	100,000	special	LOT to Equipment Revolving for Police purchases	
LOT to ER-Fire	810-910-4830	100,000	121-910-6910	100,000	special	LOT to Equipment Revolving for Fire purchases	
LOT to ER-Library	810-910-4830	35,000	121-910-6910	35,000	special	LOT to Equipment Revolving for Library purchases	
LOT to ER-Park & Rec	810-910-4830	95,000	121-910-6910	95,000	special	LOT to Equipment Revolving for Park/Pool/Rec purchases	
LOT to ER-Cemetery	810-910-4830	30,000	121-910-6910	30,000	special	LOT to Equipment Revolving for Cemetery purchases	
LOT to ER-Administration	810-910-4830	100,000	121-910-6910	100,000	special	LOT to Equipment Revolving for City Hall/IT/Adm/PZ purchases	
LOT to ER -Fieldhouse	810-910-4830	10,000	121-910-6910	10,000	special	LOT to Equipment Revolving for Fieldhouse purchases	
		7,925,651		7,925,651			

**ORDINANCE NO. 1073 (2025/2026)**

**AN ORDINANCE AMENDING THE NEVADA CODE OF ORDINANCES BY  
REPEALING CHAPTER 28—NEVADA SENIOR COMMUNITY CENTER BOARD**

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

**SECTION 1. CHAPTER 28 REPEALED.** The Nevada Code of Ordinances is hereby amended by repealing Chapter 28 (Nevada Senior Community Center Board) in its entirety.

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

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

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

Passed and approved by the Nevada City Council of this \_\_\_ day of \_\_\_, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Item # 9  
Date: 9/22/25



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131  
Main 515.278.2913 • Fax 515.278.1646

HRGREEN.COM

September 16, 2025

Jordan Cook  
City of Nevada, City Administrator  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

Re: Oak Park Estates Trail  
Contractor's Application for Payment No. 1

Dear Jordan:

Attached is an electronic copy of Payment Application No. 1 from MidState Solution LLC. for the Oak Park Estates Trail project. Items included in this application include clearing and grubbing, topsoil, excavation, full depth patches, temporary traffic control, temporary erosion control, partial retaining wall (1 out of 2 walls are complete), among other items.

The total request for Payment Application No. 1 is \$56,966.16, or approximately 25.1% of the total contract. We have reviewed and recommend full partial payment of Payment Application No. 1 as submitted by MidState Solution LLC. Please execute the pay application and distribute copies to all parties.

Sincerely,  
HR Green, Inc.

A handwritten signature in blue ink, appearing to read 'BLM', with a long horizontal line extending to the right.

Brandon L. Mickelson, P.E.  
Project Engineer

Cc: File

Enclosures

J:\2025\2502027\Construction\Payment\Pay\_Estimates\1\ltr-20250916-NevadaOakParkEstatesTrail\_Pay Request 1.docx

## PAGE 1 OF 2



# Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA  
Oak Park Estates Trail  
Contractor: MidState Solution LLC

Estimate No. 1 Date: 9/12/2025

Period Ending: 9/12/2025

NO.	ITEM	CONTRACT				WORK COMPLETED						
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	3% RETAINAGE
1	CLEARING AND GRUBBING	LS	1	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	1.00	\$ 2,500.00	\$ 75.00
2	TOPSOIL, ON-SITE	CY	552	\$ 18.00	\$ 9,936.00	0.00	\$ -	276.00	\$ 4,968.00	276.00	\$ 4,968.00	\$ 149.04
3	EXCAVATION, CLASS 10	CY	237	\$ 15.00	\$ 3,555.00	0.00	\$ -	237.00	\$ 3,555.00	237.00	\$ 3,555.00	\$ 106.65
4	GRANULAR STABILIZATION	SY	100	\$ 65.00	\$ 6,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
5	SUBBASE, MODIFIED, 6"	SY	1435	\$ 14.00	\$ 20,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
6	VALVE BOX EXTENSION	EA	1	\$ 250.00	\$ 250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
7	CURB AND GUTTER REMOVAL AND REPLACEMENT	LF	40	\$ 93.00	\$ 3,720.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
8	SHARED USE PATH, HMA, 6"	SY	1093	\$ 48.00	\$ 52,464.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
9	SPECIAL SUBGRADE PREPARATION FOR SHARED U	SY	1435	\$ 6.00	\$ 8,610.00	0.00	\$ -	715.00	\$ 4,290.00	715.00	\$ 4,290.00	\$ 128.70
10	SIDEWALK, PCC, 6"	SY	103	\$ 90.00	\$ 9,270.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
11	DETECTABLE WARNING	SF	87	\$ 35.00	\$ 3,045.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
12	FULL DEPTH PATCHES, PCC, 7"	SY	40	\$ 131.00	\$ 5,240.00	0.00	\$ -	40.00	\$ 5,240.00	40.00	\$ 5,240.00	\$ 157.20
13	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 5,990.00	\$ 5,990.00	0.00	\$ -	1.00	\$ 5,990.00	1.00	\$ 5,990.00	\$ 179.70
14	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, I	AC	0.5	\$ 4,300.00	\$ 2,150.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
15	WATTLES, 12", INSTALLATION	LF	2300	\$ 2.25	\$ 5,175.00	0.00	\$ -	2,300.00	\$ 5,175.00	2,300.00	\$ 5,175.00	\$ 155.25
16	WATTLES, 12", REMOVAL	LF	2300	\$ 0.25	\$ 575.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
17	SEGMENTAL BLOCK RETAINING WALL, ROSETTA OI	SF	605	\$ 74.00	\$ 44,770.00	0.00	\$ -	165.00	\$ 12,210.00	165.00	\$ 12,210.00	\$ 366.30
18	SAFETY RAIL, POWDER COATED BLACK	LF	105	\$ 232.00	\$ 24,360.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
19	CONSTRUCTION SURVEY	LS	1	\$ 5,250.00	\$ 5,250.00	0.00	\$ -	1.00	\$ 5,250.00	1.00	\$ 5,250.00	\$ 157.50
20	MOBILIZATION	LS	1	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	0.50	\$ 3,750.00	0.50	\$ 3,750.00	\$ 112.50
21	CO#1 Additional Excavation and Embankment	LS	1	\$ 5,800.00	\$ 5,800.00	0.00	\$ -	1.00	\$ 5,800.00	1.00	\$ 5,800.00	\$ 174.00
					\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
					\$ 226,750.00		\$ -		\$ 58,728.00		\$ 58,728.00	\$ 1,761.84
TOTAL												

100.00%  
50.00%  
100.00%  
0.00%  
0.00%  
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48.83%  
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100.00%  
0.00%  
0.00%  
27.27%  
0.00%  
100.00%  
50.00%  
100.00%  
#DIV/0!  
#REF!



## 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:

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

## FROM CONTRACTOR:

RW Excavating Solutions  
13293 S 88th Ave W  
Prairie City, IA 50228

## APPLICATION NO:

3

## PERIOD TO:

9/15/25

## DISTRIBUTION TO:

OWNER  
ENGINEER  
CONTRACTOR

## PROJECT NO:

191900

## CONTRACT DATE:

4/14/2025

## CONTRACT FOR: Infrastructure 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		
CO1	7/22/2025	\$31,431.00	
CO2	8/27/2025	\$0.00	
CO3	9/2/2025	\$59,500.00	
TOTALS		\$90,931.00	\$0.00
Net change by Change Orders		\$90,931.00	

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: RW Excavating Solutions

BY: [Signature] DATE: 9-17-2025

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

1. ORIGINAL CONTRACT SUM .....	\$666,012.00
2. Net change by Change Orders .....	\$90,931.00
3. CONTRACT SUM TO DATE .....	\$756,943.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$556,569.10
(Column G on G703)	

## 5. RETAINAGE:

a. 3% of completed work	\$16,697.07
(Column D + E on G703)	
b. 5% of stored material	\$0.00
(Column F on G703)	

6. TOTAL EARNED LESS RETAINAGE .....	\$539,872.03
(Line 4 less Line 5 Total)	

## 7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate) .....	\$359,130.47
8. CURRENT PAYMENT DUE .....	\$180,741.56
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$217,070.97
(Line 3 less Line 6)	

## 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.

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

By: [Signature] Date: 9/16/2025

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.

MAYOR: \_\_\_\_\_

Item # 10  
Date: 9/22/25

Item # 11  
Date: 9/22/25

**Kerin Wright**

---

**From:** Melissa Johnson <MJohnson@midwestins.com>  
**Sent:** Wednesday, July 2, 2025 2:17 PM  
**To:** Kerin Wright  
**Cc:** Jordan Cook; Erin Mousel; June Nicholson; Elke Withers  
**Subject:** RE: Upton, tree damage 2025.pdf  
**Attachments:** Upton, tree damage 2025.pdf

Warning: Unusual sender <mjohnson@midwestins.com>

You don't usually receive emails from this address.  
Make sure you trust this sender before taking any actions.

Hello Kerin,

When these requests come in front of the Council, I would like you to provide them with this statement from me each time.

Council Members,

While we empathize with the resident's unfortunate loss, I respectfully urge the council not to take action that would supersede the City's governmental immunity and voluntarily reimburse this claim out of a sense of moral obligation alone.

Doing so sets a precedent that may have far-reaching implications. Governmental immunity exists to protect municipalities from liability in situations where the law does not impose responsibility. If the City begins making exceptions based solely on perceived fairness, it undermines the purpose of this legal protection and significantly complicates your ability to consistently deny similar future claims, even when those claims are clearly not covered by insurance and not legally the City's responsibility.

This would not only expose the City to increased financial risk but also blur the line between legal liability and moral sympathy, opening the door to arbitrary decision-making and unequal treatment of residents.

I urge the Council to remain consistent with legal standards and uphold the immunities afforded to the City by law. While compassion is important, it should not override sound legal judgment or established policy.

Thank you for your consideration.

Melissa Johnson  
President, Midwest Insurance Corporation

MJ

Melissa Johnson  
President



Federated Mutual Insurance Company  
PO Box 486  
Owatonna, MN 55060-0486  
Phone: (800) 533-0472  
Fax: (866) 636-8660  
Email: [pcclaims@fedins.com](mailto:pcclaims@fedins.com)

08/22/2025

Kim Upton  
935 T Ave  
Nevada, IA 50201

Claim Number: 860009-1  
Named Insured: Con-Struct Incorporated  
Date of Loss: 03/05/2025

Dear Mr. Upton:

We have completed our investigation into the above claim in regard to your Property damage from a blown over tree from the 3/5 storm. Our investigation showed that Con-Struct Incorporated is not legally liable for the damages being claimed, as this was an Act of God, and the windstorm is the cause of the damages, not the work from my insured.

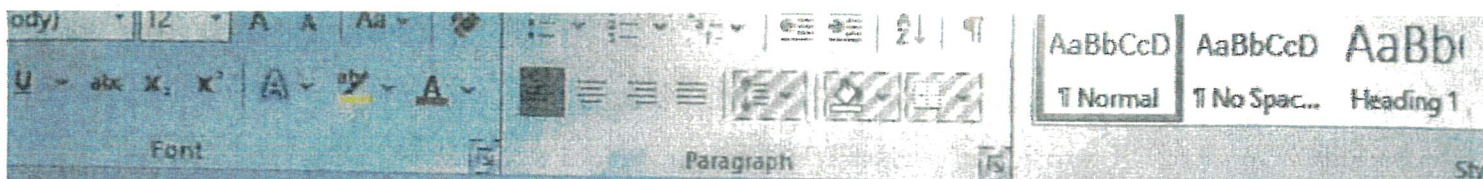
The policy which Con-Struct Incorporated is insured under with Federated Mutual is a General Liability Policy with effective dates of 12/01/2024 – 12/01/2025. Our policy only provides coverage for damages for which our insured is legally liable. Because our insured is not liable in this case; we must respectfully decline payment for your damages.

We recommend turning a claim in with your homeowner's insurance carrier if you have the appropriate coverage. Please feel free to contact me if you have any questions.

Sincerely,

Jason Williamson  
Claims Representative  
952-820-2315





Sirs:

I have a problem I would like to tell.

Last year 2024 there was a street replacement project o H ave. I own a property at 916 H ave. The street was removed in order to be replaced, there was a very big pine tree in the right of way that had a huge tap root that went north out under the street that was deemed necessary to be removed in order to proceed. The contractor took it upon themselves to cut the tap root. As far as I know Joe Mosel was not informed, it was just done.

Now in March of 2025 we have a wind storm that blew from the north and the tree fell south on to the house. I contacted the city and I had the tree removed off of the roof, repaired the roof, and replaced the gutter.

I am being told that the city is not responsible for right-of-way trees. This I understand.

This situation I see as a very different case. The cause of this tree going down was caused by the actions taken of removing this huge tap-root and nothing else, This tree had to be some 60-70 years old, stood some 60-70 feet tall, had no problems at all until this huge tap-root was cut.

So, I think this is a very different situation and is not my responsibility to foot the bill.

Kim Upton

Accessibility: Good to go



Search



## JCs Seamless Gutters

239 Maple Ave  
Nevada, Iowa 50201  
712-297-0801



# Invoice

Submitted on 03/18/2025

**Invoice for**

Kim Upton

916 H Ave

Nevada, Iowa

koupton53@yahoo.com

**Payable to**

JC's Seamless Gutters

**Project**

repair of tree

Description	Qty	Unit price	Total price
5" Seamless Gutter	47	\$9.50	\$399.50
Left Cap	1	\$1.75	\$1.75
Right Cap	1	\$1.75	\$1.75
Outlet	1	\$3.00	\$3.00
Hangers/screws	24	\$1.75	\$42.00

Notes:

Subtotal

\$448.00

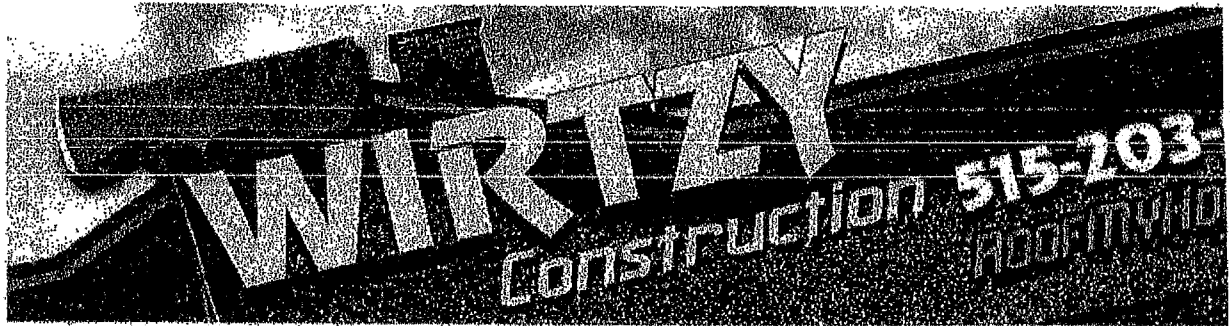
**\$448.00**

JOSH WIRTZ

Kim Upton 916 H Ave ... • Open message

Kim Upton 916 H Ave Roof Repair Invoic...

File 1 of 3



BILL TO

KIM UPTON-UPTON RENTALS  
916 H AVE RENTAL  
NEVADA, IA

Inv

DATE

3/6/2025

TERMS

ITEM	DESCRIPTION	QTY	RATE
REPAIR	REPAIR ROOF: REPLACE DAMAGED SHINGLES ON ROOF	1	425.0

# Robb's Tree & Stump Service

Invoice Issued : 3/9/25

3811 Wilson Ave.  
Story City, Iowa 50248  
(515) 520-7175

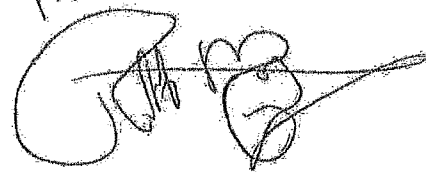
Kim Upton  
935 T Ave.  
Nevada, Iowa 50201

**BALANCE DUE**

Upon Receipt

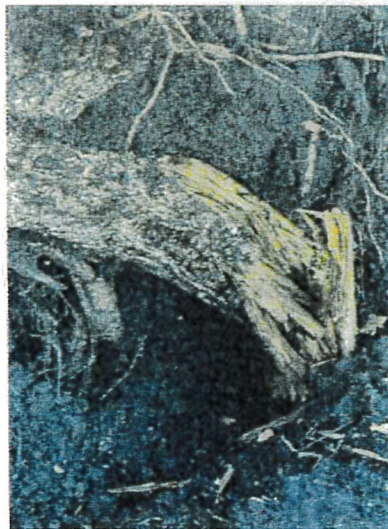
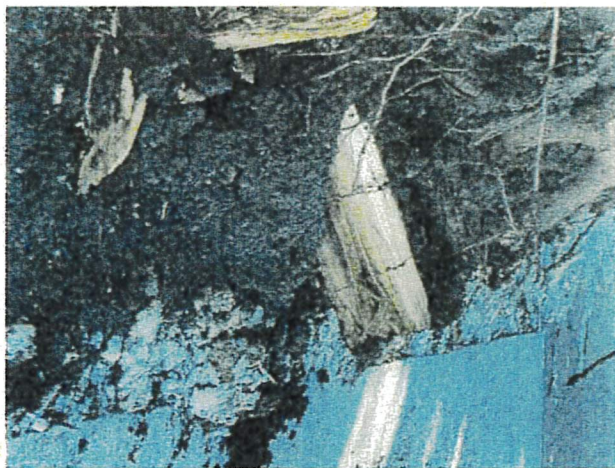
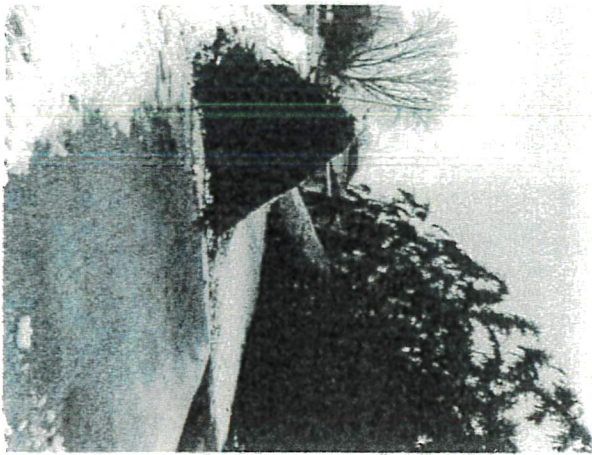
**\$1800.00**

Item Description	Quantity	Price Per	Total
Storm Damage, Remove Pine tree off house.			\$1800.00
Subtotal			\$0.00
Tax - 0%			\$0.00
TOTAL			\$1800.00

Thank You,  


NOTE: If this invoice is not paid within <sup>15</sup>~~30~~ days of the issued date above then we will mark up 20 % of the balance due and reissue the invoice. If there are any issues or questions please contact us at phone number above or 515-520-1577.









**Kerin Wright**

---

**From:** Bernie Gachette <bgachette@icapiowa.com>  
**Sent:** Monday, June 30, 2025 9:55 AM  
**To:** Kerin Wright  
**Cc:** mjohnson@midwestins.com  
**Subject:** Claim #040555-000427-GD-01 Claimant: UPTON, KIM

**Warning: Unusual sender** <bgachette@icapiowa.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good morning,

We have concluded our handling of the above referenced matter and have issued our denial to the claimant. At this time, we will be closing our file. Please let me know if you have any questions or concerns.

Thank you,

**Bernie Gachette** | Claims Adjuster

(T) 515-440-8405

12951 University Ave. Ste: 120, Clive, IA 50325

[bgachette@icapiowa.com](mailto:bgachette@icapiowa.com) | [www.icapiowa.com](http://www.icapiowa.com)

Item # 12  
Date: 9/22/25

**RESOLUTION NO. 019 (2025/2026)**

**A RESOLUTION APPROVING ALLOCATED CAPACITY AGREEMENT FOR  
WASTEWATER SERVICES BETWEEN  
CITY OF NEVADA, IOWA AND BURKE MARKETING COPRORATION**

WHEREAS, the City of Nevada, Iowa ("City"), and Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns ("Participant") desire to enter into an Allocated Capacity Agreement for Wastewater Services; and

WHEREAS, the City owns, manages, and controls a sewerage system ("Wastewater Treatment System") and these facilities are capable of receiving wastewater from the Participant's production plant within the corporate limits of the City; and

WHEREAS, the Participant is a significant user of the City's Wastewater Treatment System and has requested additional capacity and treatment elements resulting in additional, increased costs for the system; and

WHEREAS, the City and the Participant have mutually agreed to enter into the agreement, Exhibit B attached; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story County, Iowa, does hereby approve the Allocated Capacity Agreement for Wastewater Services with Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns, per attached Exhibit B. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 22<sup>nd</sup> day of September, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 019 (2025/2026) be adopted.

AYES:           —  
NAYS:           —  
ABSENT:       —

The Mayor declared Resolution No. 019 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 019 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of September, 2025.

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Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2025-2026\019-Burke Allocated Capacity Wastewater Agreement.doc

## **ALLOCATED CAPACITY AGREEMENT FOR WASTEWATER SERVICES**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this [ ] day of [ ], 2025, by and between the City of Nevada, Iowa, a municipal corporation (hereinafter designated as the "City") and Burke Marketing Corporation, and its parent, subsidiaries, successors and assigns (hereinafter designated as the "Participant"). The City and the Participant are herein collectively referred to as the "Parties," and each individually as a "Party." This Agreement shall become effective upon completion and full operational status of the Treatment Plant (as defined below) (the "Effective Date").

### **RECITALS**

WHEREAS, the City owns, manages, and controls a sewerage system ("Sewerage System"), including interceptor sewers, pumping stations, outfall sewers, wastewater treatment facilities and other appurtenances, and these facilities and appurtenances are capable of receiving wastewater from the Participant's production plant within the corporate limits of the City; and

WHEREAS, in April 2017, the City received a renewed NPDES permit that included nutrient removal requirements causing the City to begin a facility planning process for a new wastewater treatment plant and related infrastructure (the "Treatment Plant") and site acquisition to conform to the new Iowa Department of Natural Resources (the "IDNR") limits; and

WHEREAS, during Participant's investigation of potential sites for expansion, discussions between Nevada and Participant included the prospect of increasing the planned capacity of the Treatment Plant to accommodate Participant's expansion needs; and

WHEREAS, the City and the Participant negotiated and entered into a Development Agreement on August 13, 2020, specifying various terms related to the Participant's expansion in the City and to the construction of the new Treatment Plant; and

WHEREAS, the City borrowed funds by issuing indebtedness through the State of Iowa Revolving Fund in order to finance the engineering, planning, design, construction administration, and construction costs of the Treatment Plant; and

WHEREAS, the City and the Participant have mutually agreed to enter into this Agreement for the purpose of memorializing their agreed-upon terms and for the purpose of continuing their long-term successful relationship.

NOW, THEREFORE, it is agreed by the City and the Participant as follows:

### **ARTICLE I. DEFINITIONS**

As used in this Agreement, unless a different meaning clearly appears from the context:

- A. "BOD" means 5-day biochemical oxygen demand as measured using test procedures approved under 40 CFR 136.

- B. "City Sewer Rates" means the rate structure established by ordinance of the City Council (as it may be amended from time to time pursuant to Article V Paragraph B of this Agreement), which the Parties agree shall initially include the flow rate, Surcharges, and Penalty Charges that will apply to Participant's Industrial Waste set forth in Schedule B. All Surcharges shall be calculated based on the average monthly concentrations applied to the total monthly flow.
- C. "COD" means Chemical Oxygen Demand as measured using test procedures approved under 40 CFR 136.
- D. "Cost Share" means the allocated share of the actual certified total cost of the Treatment Plant agreed to by the Parties.
- E. "Development Agreement" means the agreement between the parties of August 13, 2020, which is attached hereto as Schedule A.
- F. "Facility" means the Participant's facility located at 1516 South D Avenue, Nevada, Iowa 50201.
- G. "Flow" means the wastewater volume discharged to the sewerage system as measured by the permanent or temporary flow rate measurement equipment. Billing for domestic wastewater flow from the Participant's production facility shall be determined separately from this Agreement.
- H. "Industrial Waste" means the liquid waste from the industrial manufacturing processes, trade, or business as distinct from Sanitary Sewage.
- I. "Interference" means, per 40 CFR 403.3 (as amended from time to time), a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:
- (1) Inhibits or disrupts the Sewerage System, its treatment processes or operations, or its sludge processes, use or disposal; and
- (2) Therefore is a cause of a exceedance of any requirement of the Sewerage System's NPDES permit (including an increase in the magnitude or duration of an exceedance) or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act ("SWDA") (including title II, more commonly referred to as the Resource Conservation and Recovery Act ("RCRA"), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.
- J. "NH<sub>3</sub>" means ammonia, as measured using test procedures approved under 40 CFR 136.
- K. "O&G" means oil and grease, as measured using test procedures approved under 40 CFR 136.



L. "Participant's Purchased Capacity" shall mean the following quantity, quality and composition of constituents that the Participant will be entitled to discharge into the sewerage system:

- |      |      |         |   |
|------|------|---------|---|
| (1)  | Flow | 700,000 | gal./day (calculated on the basis of a maximum daily discharge)   |
| (2)  | Flow | 500,000 | gal./day (calculated on the basis of a monthly average)   |
| (3)  | pH   |         | The pH of the Participant's wastewater discharge shall not be less than 5.5 or greater than 9.5 (The Participant's pH limit will be reviewed after the City's Treatment Plant is in operation for one (1) year. |
| (4)  | BOD5 | 10,440  | lbs./day (calculated on the basis of a maximum daily discharge)   |
| (5)  | BOD5 | 5,040   | lbs./day (calculated on the basis of a monthly average)   |
| (6)  | TSS  | 2,500   | lbs./day (calculated on the basis of a maximum daily discharge)   |
| (7)  | TSS  | 950     | lbs./day (calculated on the basis of a monthly average)   |
| (8)  | TKN  | 1,100   | lbs./day (calculated on the basis of a maximum daily discharge)   |
| (9)  | TKN  | 500     | lbs./day (calculated on the basis of a monthly average)   |
| (10) | TP   | 350     | lbs./day (calculated on the basis of a maximum daily discharge)   |
| (11) | TP   | 200     | lbs./day (calculated on the basis of a monthly average)   |
| (12) | O&G  | 300     | mg/l maximum day concentration  |
| (13) | O&G  | 300     | 300 mg/l monthly average concentration  |
| (14) |      |         | Participant will also be entitled to discharge all of its Sanitary Sewage from its facility into the Sewerage System.   |

Notwithstanding the foregoing discharge limits, all discharge shall be subject to IDNR review and the City's NPDES permit, as provided in Sections VII.A-B of this Agreement.

M. "Penalty Charge" means a fine or penalty for exceeding Participant's Purchased Capacity flows and loads and is billed in addition to Surcharges. Such Penalty Charges as of the

date hereof are set forth in Schedule F. For the avoidance of doubt, Penalty Charges may be amended by the City Council, subject to Article V Paragraph B of this Agreement.

- N. "Sanitary Sewage" means a combination of water-carried wastes from personal and domestic water uses, such as bathroom and kitchen use, from residences, business buildings, institutions and industrial plants. Stormwater is not allowed to be discharged to the sanitary sewer.
- O. "Sewerage System" means all land, buildings, machinery, interceptor and sewers and other tangible and intangible property, whether now or later owned or used by the City for collecting, transmitting, treating or disposing of Wastewater, but shall not include sewer laterals connecting Users to the sewer mains of the City.
- P. "Surcharge" means a charge for discharge of Industrial Waste with concentrations in excess of normal domestic strength sewage, as set forth in the City Sewer Rates.
- Q. "TKN" means Total Kjeldahl Nitrogen, as measured using test procedures approved under 40 CFR 136.
- R. "TN" means Total Nitrogen, which is the sum of TKN, nitrate and nitrite as measured using test procedures approved under 40 CFR 136.
- S. "TP" means total phosphorus, as measured using test procedures approved under 40 CFR 136.
- T. "TSS" means Total Suspended Solids, as measured using test procedures approved under 40 CFR 136.
- U. "User" means any person, partnership, institution, corporation or other entity or organization, public or private, that discharges Wastewater into the Sewerage System.
- V. "Wastewater" means the combination of Sanitary Sewage and Industrial Waste.

## **ARTICLE II. COVENANTS RELATING TO OPERATION OF SEWERAGE SYSTEM**

- A. The City shall ensure that the Treatment Plant is designed and constructed (a) in a good and workmanlike manner; (b) in accordance with all approved plans, drawings and specifications; (c) with sufficient capabilities to properly treat Participant's Purchased Capacity, in addition to Wastewater from other Users; and (d) in accordance with all applicable federal, state and local laws.
- B. The Treatment Plant will be so designed and constructed as to interconnect the existing Sewerage System to the Participant's production plant. The City agrees to receive the Participant's Purchased Capacity, as discharged to the Treatment Plant upon the Treatment Plant's substantial completion and optimization of all systems at the Treatment Plant.

- C. The City hereby agrees to operate and maintain the Sewerage System and to collect and treat the Wastewater of the Participant in an efficient and economical manner, as determined by the City, in accordance with sound business practices, complying with all statutes, orders, laws, ordinances, rules, regulations and requirements of any governmental body, agency or authority having jurisdiction over the City, the Participant or the Sewerage System. Costs related to operation and maintenance of the Sewerage System will be included in the City's normal operation budget and allocated as part of the cost levied to all Users.
- D. Participant shall sample its Industrial Waste that leaves its facility, consistent with the methods and requirements in this Agreement and the City's NPDES permit.
- E. The City shall indemnify, release, defend and hold harmless Participant, its directors, officers, partners, shareholders, members, managers, owners, agents, employees, guests, invitees, attorneys and representatives, or any of them, from and against civil claims, orders, suits, liabilities, judgments, demands, actions, causes of action, penalties, fines, losses, costs, damages and expenses, including reasonable attorneys' fees and consultant fees ("Claims") arising out of: the construction of the Treatment Plant, including without limitation the negligence or intentional or willful misconduct of the City's construction contractor(s); the operation or failure of the Sewerage System, to the extent caused by an act or omission of the City or its agents; the decommissioning of existing City facilities; and the City's non-compliance with applicable rules and regulations, including its NPDES permit (attached hereto as Schedule C), to the extent caused by an act or omission of the City or its agents. This release and indemnification obligation shall not apply to the negligence or intentional or willful misconduct of the Participant but only to the extent of such divisible or allocable share of such Claims directly attributed to such negligence or intentional or willful misconduct.
- F. The Participant shall indemnify, release, defend and hold harmless the City, its employees, agents, elected officials, agents and representatives, from and against any and all Claims arising out of any property damage or personal injury sustained or claimed to have been sustained to or by any person in connection with the operation or failure of operation of the Sewerage System, to the extent the Claim is the result of any violation by Participant of the Revised Treatment Agreement or this Agreement, including any discharge from the Participant in exceedance of any constituent limitation set forth therein.

### **ARTICLE III. COLLECTION AND TREATMENT**

- A. The Participant has the right to discharge to the Sewerage System in the volumes of Participant's Purchased Capacity to the Sewerage System, and the City shall collect and treat Participant's Wastewater, as set forth in this Agreement. Burke agrees to work with the City to appropriately increase flow to the Treatment Plant that works for their system in order to allow the Sewerage System sufficient time to acclimate to the increased load from Burke.

- B. The Participant shall comply, at all times, with all federal, state, and local regulations and ordinances with regard to the discharge of Wastewater into the Sewerage System, including compliance with any prohibited and restricted discharges provided therein. If the City finds the discharge from the Participant to not meet the requirements, the City shall promptly provide written notice to the Participant, which such notice shall set forth any Penalty Charges assessed. The Participant shall determine the source of the improper substance or substances and eliminate, or reduce the amount to an allowable level, of such substance or substances into the City's Sewerage System by whatever means necessary. The Participant shall be responsible for any fines or penalties incurred resulting solely from Participant's (or any agent, representative, or contractor of Participant) noncompliance with federal and state regulations.
- C. If Participant's Wastewater discharge exceeds the Participant's Purchased Capacity in a manner that causes probable and irreparable harm to the Treatment Plant, the City shall immediately notify the Participant. After such notice, the City may restrict Participant's Flow as is necessary to remove any such danger to the Treatment Plant. The Participant shall be solely responsible for any reasonable costs of repair or cleanup, and any fines or penalties incurred, resulting from Participant's excessive Wastewater discharge.
- D. If emergency circumstances arise that cause the City to temporarily limit or reduce the volume of Wastewater load taken from its customers, the volume received from the Participant shall be reduced in the same proportion as to all other industrial and commercial customers of the Sewerage System.
- E. The Participant has constructed a monitoring station to measure the Participant's Industrial Waste parameters discharged at the outfall. The Participant shall maintain the monitoring station in good working order, at its expense. The Participant shall inspect, test and certify the monitoring station for accuracy per the manufacturer's recommended frequency. Participant shall have its flow meter certified annually by an independent third party and provide evidence of such certification to the City upon request. The City shall collect samples and such City-collected samples shall be analyzed by the City or an independent testing laboratory for the constituents that are included in Participant's Purchased Capacity. The sampling method shall be flow proportional, 24-hour composite sampling for all parameters except for oil and grease (O&G) and pH samples. The analysis of these two parameters shall be conducted using grab samples. The City shall deliver copies of all analyses, laboratory reports, flow meter records and IDNR reports regarding Participant discharges to the Sewerage System to the Participant on a regular basis after each monitoring period.

The Participant will sample no fewer than five (5) days per week total, which shall include sampling on one (1) non-production day. The City shall be entitled to direct the independent testing laboratory regarding timing of such sampling. Participant agrees to ensure reasonable access as needed for sample collection, upon no less than two hours' prior notice. Nothing in this Agreement shall prohibit the Participant from sampling more than five (5) days per week.

The Participant shall have the right to observe testing and sampling procedures used by the City at the composite sampler and, at the request of the Participant, split any samples

collected by the City for the Participant's own purposes. The Participant shall have the right to collect its own samples at the testing station. The Participant shall have the option of collecting samples for analysis of the constituents that are included in Participant's Purchased Capacity by an independent testing laboratory. The Participant's laboratory analysis results of such sample collection shall be transmitted directly to the City by the independent laboratory.

The Participant shall record daily flows and provide such records to the City by the Tuesday of the following week.

- F. The Participant shall pay the independent testing laboratory for the analytical laboratory costs incurred by the City to analyze the wastewater samples of the Participant's waste for the sampling and frequency described in Article III, Paragraph E of this Agreement. Bills for laboratory costs shall be transmitted directly from the independent testing laboratory to the Participant for payment.
- G. Monthly average mass discharge used for compliance monitoring purposes shall be calculated as the average of the mass discharges for every day that a sample was collected and analyzed.
- H. The City will, on a monthly basis, submit to the Participant a statement setting forth any Surcharges and Penalty Charges incurred during the preceding billing period together with a copy of the laboratory test reports from the corresponding period.
- I. The City shall have the right of access, during Participant's normal business hours or at any other time reasonably requested by the City, and upon the presentation of proper credentials, to the monitoring equipment used by the Participant for monitoring the quantity and quality of the Wastewater of the Participant being discharged into the Sewerage System. The Participant shall make the City aware of the required sanitary and safety regulations. The intent of this provision is to provide the City with free and unimpeded access, subject to reasonable sanitary and safety regulations of the Participant, to the monitoring equipment.
- J. In the event of an Interference with operation of the City's Sewerage System caused solely by the Participant's discharge in excess of Participant's Purchased Capacity or other wastewater constituent, the Participant agrees to cover the additional operational and maintenance expenses directly resulting from the Interference. Such expenses may include, but are not limited to:
  - (1) Costs of storing, hauling, dumping and disposal of residue or sludge from the Treatment Plant;
  - (2) Power, chemicals, fuel, materials and supplies;
  - (3) Sewer cleaning fees; and
  - (4) Reasonable additional staff time.

- K. In the event Participant is in significant noncompliance, the City must notify Participant in writing of the specific violation(s). Any such notice from the City shall detail the specific events, times and extent of the non-compliance. Participant shall provide City with a written plan as to how Participant intends to correct and eliminate further significant noncompliance. Participant is in "significant noncompliance" if its violation meets any one of the following:
- (1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
  - (2) Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);
  - (3) Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the POTW determines has caused, alone or in combination with other Discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public);
  - (4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under paragraph (f)(1)(vi)(B) of this section to halt or prevent such a discharge.
- L. In the event Participant is in violation of its Participant's Purchase Capacity limits (either daily or 30-day average limits) or other prohibited discharge, the City shall follow its enforcement procedures found in Nevada City Ordinance Section 95.10 and levy applicable Penalty Charges. Participant agrees to pay all applicable Penalty Charges.

#### **ARTICLE IV. COST SHARE**

- A. The Parties agree that for the purpose of calculating the Cost Share, the final actual cost of the Treatment Plant including engineering, planning, design, construction administration, and construction costs shall be \$[\_\_\_\_\_], as adjusted for, and reconciled with, actual costs once the Treatment Plant construction is complete (the "Final Cost").
- B. The Parties mutually agree that the Participant's Cost Share shall be 42.69% of the Final Cost, which is estimated to be \$[\_\_\_\_\_], as adjusted for the calculation of the Final Cost. The Parties agree that Participant has prepaid, prior to the date hereof, \$816,281.00

of the Participant's Cost Share. The remaining balance of the Participant's Cost Share shall be paid to the City in monthly installments as part of Participant's monthly utility bill. The monthly Cost Share amount will be set forth in Schedule G. Any and all late payments by the Participant shall accrue interest at an annual rate equal to 2% until the payment is received.

- C. Participant's payment of the Cost Share includes the guarantee of Participant's Purchased Capacity. The Participant may transfer or sell any unused portion of the Participant's Purchased Capacity to another user provided the Participant receives the City's prior written consent.
- D. In consideration for payment of Participant's Cost Share, the City is obligated to receive and treat the Participant's Purchased Capacity from the Participant for the life of the Agreement. The City may not transfer, re-allocate, or reduce any portion of the Participant's Purchased Capacity without the Participant's prior written consent.
- E. Additionally, Participant agrees to pay 42.69% of the total cost to decommission the City's pre-existing wastewater treatment facilities that require decommissioning in connection with the construction of the Treatment Plant (the "Decommissioning Cost"). Such payment shall be made in monthly payments, based upon the City's actual Decommissioning Cost incurred in the previous month. Participant's payment shall be due within ten (10) days of invoicing. Upon request from Participant, City, within three days of such request, shall provide Participant with invoices and other evidence of the Decommissioning Cost.

#### **ARTICLE V. SEWER SERVICE RATES**

- A. The Participant and City agree that the City Sewer Rates in effect as of the date hereof are designed to charge Participant a combination of monthly flow rate and Surcharges that, in the aggregate and on an annual basis, equal to 54% (which percentage was calculated based upon the Participant's proportionate usage of the Sewerage System in the City's fiscal year 2023) of the City's projected annual budget for operation and maintenance of the Sewerage System after completion of the Treatment Plant. The Participant agrees to pay the wastewater sewer user charges to the City monthly as established by City Code. The City Sewer Rates may be adjusted from time to time, subject to Article V, Paragraph B of this Agreement. For the avoidance of doubt, the Participant shall be charged based on the then-current City Sewer Rates, not based upon a certain percentage of the City's annual operation and maintenance budget.
- B. The City has the right to set the rates for wastewater treatment based on operational costs. The City shall review rates at least annually in accordance with its Financial Policy. The City shall provide actual notice to the Participant of any proposed increases in the City Sewer Rates. If the City needs to change treatment process (such as incorporating Micro C or Ferric Chloride), the City will adjust the City Sewer Rates to cover such costs. Should the City increase or decrease the City Sewer Rates, any such increase or decrease shall be equally applied to the Participant and other Users. For the avoidance of doubt,



the percentage increase or decrease in the City Sewer Rates shall be distributed equally among the Users, and Participant shall not be disproportionately adversely impacted.

#### **ARTICLE VI. TERM OF AGREEMENT**

- A. This Agreement shall be for a term of twenty (20) years, unless otherwise terminated as provided herein or until superseded by a new Agreement.
- B. The Participant may terminate this Agreement by written notice to the City of no less than 12 months. Upon the designated date provided in the notice, the Participant shall cease discharging Wastewater to the Sewerage System on the effective date of termination. In the event that Participant is in significant noncompliance and fails to remedy such significant noncompliance within 4 months of written notice, the City may order a show cause hearing, after which the City Council may elect to terminate this Agreement upon 30 days' prior written notice to Participant. However, if, prior to the effective date of the termination, the Participant operates at discharge levels that will cure its significant noncompliance and provides the City with a plan of action to maintain future compliance, the City must postpone such termination notice as long as the Participant operates at discharge levels. If the Participant complies with discharge levels for 60 days, the City must withdraw its termination notice. The City must provide proper advanced notice of such hearing to the Participant.

The Participant shall make payment to the City for any remaining balance of Sewer Service Charges and remaining Participant Cost Share as set forth in Article IV by the effective date of termination.

- C. In the future should the IDNR require the City to comply with more stringent discharge limitations from its Sewerage System and realizing that the IDNR will establish a compliance schedule, the City and Participant will work together to the best of their abilities with the IDNR to obtain an amenable compliance schedule for both Parties to achieve compliance with the more stringent discharge limits. The Parties shall enter into good faith negotiations to modify the City Sewer Rates in order to account for any necessary increased or additional costs and any necessary modification to Participant's Purchased Capacity.
- D. Additional capacity needs caused by future expansion of the Participant's facilities will be addressed through good faith negotiations and a modification to this Agreement as the need arises. However, for the avoidance of doubt, no modification of this Agreement shall be effective unless approved by both Parties, pursuant to Article VII, Paragraph G of this Agreement.

#### **ARTICLE VII. MISCELLANEOUS PROVISIONS**

- A. Prior to signing this Agreement, the City and the Participant shall have entered into a Revised Treatment Agreement (IDNR Form 542-3221), attached hereto as Schedule D

("Revised Treatment Agreement") that shall be effective upon the completion of the Treatment Plant. The City has submitted the Revised Treatment Agreement to the IDNR.

- B. The City and the Participant both acknowledge that the IDNR has approved the Revised Treatment Agreement. If (a) the IDNR voids or terminates the Revised Treatment Agreement for any reason, or (b) if the IDNR revokes or refuses to issue the City an NPDES permit or NPDES permit amendment for the Sewerage System that would permit the Participant to discharge the Participant's Purchased Capacity, the Participant and the City shall have the option to either (i) terminate this Agreement upon mutual consent or (ii) negotiate in good faith any modifications to this Agreement and the Revised Treatment Agreement, to the extent necessary to meet IDNR requirements. For the avoidance of doubt, none of the foregoing actions from the IDNR shall negate the City's obligations set forth in Article II, Paragraph A of this Agreement, including constructing the Treatment Plant with sufficient capacity to treat the Participant's Purchased Capacity.
- C. Upon request by either Party to this Agreement, the Parties shall meet to discuss the Parties' respective progress under the Agreement, any issues that have arisen in the Parties' respective performance under the Agreement, and any other issues arising from or related to the Agreement, including the City Sewer Rates.
- D. Pursuant to Iowa Code Chapter 22, the City will keep books, records and accounts in which complete entries shall be made available of all transactions and costs relating to the Sewerage System, and such books and records shall at all reasonable times be subject to inspection and copying by any Party to this Agreement. The City shall also provide to the Participant such information regarding the design or other technical information regarding the Treatment Plant and its Sewerage System as allowed by the governing Professional Services Agreements between the City and its consultants for related work as the Participant may request from time to time.
- E. The City and the Participant warrant that each has the right, title and authority to enter into this Agreement and to perform each and every term, covenant and condition in it.
- F. The City and the Participant agree that this Agreement constitutes the entire understanding of the Parties and that no prior or contemporaneous oral or written understandings of the Parties shall be applicable hereto, except as specifically set forth herein. Nothing in this Agreement shall prohibit the City from adopting and enforcing ordinances, rules or regulations providing for pretreatment of Wastewater, exclusion of Wastewater, or the establishment of Sewer Service Charges periodically, provided that no such action shall affect the Participant's rights hereunder.
- G. Except as otherwise expressly provided, this Agreement may not be amended, changed or modified unless the amendment, change or modification is in writing and signed by both Parties.
- H. All notices, requests, and demands provided hereunder shall be in writing and shall be deemed to have been given if and when (i) sent via electronic mail or (ii) delivered, postage prepaid, by certified or registered mail, to:

- (1) City of Nevada  
Attention: City Administrator  
1209 6<sup>th</sup> Street  
P.O. Box 530  
Nevada, IA 50201  
Email: [ ]
- (2) Burke Marketing Corporation  
Attn: Plant Manager  
1516 South D Avenue  
Nevada, IA 50201  
Email: BLKoebler@Burkecorp.com

With a copy to:  
Hormel Foods Corporation  
Attention: Corporate Environmental Engineering  
1101 North Main Street  
Austin, MN 55912  
Email: [ ]

With an additional copy to:  
Hormel Foods Corporation  
Attention: Law Department  
1 Hormel Place  
Austin, MN 55912  
Email: [ ]

The Parties acknowledge and agree that correspondence and communications regarding day-to-day operations (invoices, sampling reports, etc.) are not subject to the foregoing notice requirement. The Parties shall notify the other party if contact information has changed.

- I. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, except as herein limited.
- J. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- K. Claims and disputes of any type between the City and Participant arising out of or relating to this Agreement which cannot be resolved by negotiation between the Parties shall be brought and maintained in the federal courts of the United States of America or the courts of the State of Iowa, in each case located in the City of Des Moines and County of Polk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

- L. This Agreement shall supersede any previous agreement for wastewater service between the Parties. Until the Effective Date, the Parties agree to continue to operate under the City's NPDES Permit and the December 22, 2003, Wastewater Agreement, as amended, modified, supplemented or superseded by the Iowa Department of Natural Resources Treatment Agreement Form dated November 11, 2024, attached hereto in Schedule E, except with respect to the City Sewer Rates, which shall be effective upon such rates being approved by the City Council and enacted by the City.
- M. Notwithstanding any other provision in this Agreement, neither Party shall be responsible for damages to the other for any failure to comply with this Agreement resulting from an act of God, riot, public calamity, flood, strike, unforeseeable breakdown of the Treatment Plant and/or the Sewerage System, or other event beyond its reasonable control.
- N. The City shall procure and maintain, with respect to the Sewerage System, public liability insurance with policy limits of at least \$2,000,000 and coverage for any and all personal injury, property damage, or other damages sustained in connection with the Treatment Plant, and the operation or failure to operate the Sewerage System, and such other insurance in types and limits ordinarily carried by public entities engaged in similar operations in the State of Iowa. All insurance shall be procured with companies licensed to do business in the State of Iowa and shall be maintained for the term of this Agreement. Pursuant to Iowa Code Chapter 22, and upon request by the Participant, the City shall provide the Participant with certificates of coverage under all insurance policies.
- O. If all or any portion of the Sewerage System is damaged or destroyed by fire or other casualty, the City, unless prohibited by federal or state law, shall repair or replace the damaged or destroyed facility and shall expend all amounts received by the City by reason of such damage or destruction to the facility toward the cost of performing such repairs and replacements.
- P. The City and the Participant agree that this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.
- Q. The City and the Participant agree that the terms in this Agreement are consistent with Section 204(b)(1)(A) of the Federal Clean Water Act and 40 CFR Part 35.2140.
- R. In the event Participant fails to make a monthly payment for their Cost Share, and is delinquent by thirty (30) days or more, in addition any other action set forth herein, the City shall be entitled to assess Participant's Facility for the amount due and owing, which will be collected in the same manner as general property taxes.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the City and the Participant have duly executed this Agreement in duplicate originals as of the date first written above.

**CITY OF NEVADA, IOWA**

ATTEST:

By \_\_\_\_\_  
Ryan Condon  
Mayor

By \_\_\_\_\_  
Kerin Wright  
City Clerk

**BURKE MARKETING  
CORPORATION**

By \_\_\_\_\_  
Andrew Sieren  
Plant Manager

SCHEDULE A

Development Agreement

*See attached.*



SCHEDULE B

City Sewer Rates

*See attached.*

Schedule B is subject to revision of the City Council. Sewer rates shall comply with the then current City Ordinance.

SCHEDULE C

NPDES Permit

*See attached.*

SCHEDULE D

Revised Treatment Agreement (IDNR Form 542-3221)

*See attached.*

SCHEDULE E

Iowa Department of Natural Resources Treatment Agreement Form

(November 11, 2024)

*See attached.*

## SCHEDULE F

### Penalty Charges

**PENALTY CHARGE.** Major Contributing Industry Violations. The following Penalty Charges shall be assessed for exceeding Daily or Monthly Average flows and/or loads for any Participant's Capacity per a NPDES Permit through the City's Permit and are billed in addition to surcharges. In addition, any violations of a specified pollutant. Such Penalty Charges are set forth in addition to Surcharges.

CONSECUTIVE DAILY OCCURRENCES (determined based on number of consecutive sampling days with a daily maximum violation)

1. First Day:  $\$250.00 \times (\text{actual/pollutant limit})$   
Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be:  
 $\$250.00 \times (680/500) = \$340.00$
2. Second Day:  $\$500.00 \times (\text{actual/pollutant limit})$
3. Third Day:  $\$750.00 \times (\text{actual/pollutant limit})$
4. Fourth and additional Days:  $\$1,000.00 \times (\text{actual/pollutant limit})$

*\* Consecutive sampling days shall be based on a 3-day cycle. If there are 2 clean sampling days after a violation, the penalty charge restarts at the First Day.*

*\*In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

CONSECUTIVE MONTHLY AVERAGE OCCURRENCE (determined based on number of consecutive months with a monthly average violation):

1. First Month:  $\$1,000 \times (\text{actual/pollutant limit})$  (if there has not been a violation of the specified pollutant in the last 12 months)  
\*Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be:  
 $\$1,000 \times (680/500) = \$1,360.00$
2. Second Month:  $\$2,000.00 \times (\text{actual/pollutant limit})$
3. Third Month:  $\$3,000.00 \times (\text{actual/pollutant limit})$
4. Fourth and additional Month:  $\$4,000.00 \times (\text{actual/pollutant limit})$

*\* Consecutive monthly violations shall be based on a 3-month cycle. If there are 2 months without a penalty following a violation, the penalty charge restarts at the First Month.*

*\*In addition, if Treatment Agreement violations by a major contributing industry cause permit violations by the City, the industry will be responsible for costs incurred by the City.*

Schedule F is subject to revision of the City Council. Penalty charges shall comply with the then current City Ordinance.

SCHEDULE G

Cost Share Amortization Schedule

*See attached.*



**RESOLUTION NO. 020 (2025/2026)**

**A RESOLUTION APPROVING  
REAL PROPERTY CHARITABLE DONATION AGREEMENT BETWEEN  
CITY OF NEVADA, IOWA AND WEST INDIAN RESEARCH ACRES, LLC**

WHEREAS, the City of Nevada, Iowa ("City"), and West Indian Research Acres, LLC ("Company") desire to enter into a Real Property Charitable Agreement ("Agreement"); and

WHEREAS, Company shall donate to the City the real property consisting of a parcel of land of approximately 22.45 gross acres; and

WHEREAS, City and Company agree that fair market value of the Real Property is \$458,000.00, based on a qualifying appraisal of the Real Property; and

WHEREAS, City shall use the Real Property exclusively for the public purposes of a city park and City agrees to name the city park Clem Acres; and

WHEREAS, City and Company agree to the terms and conditions as set forth in the Real Property Charitable Donation Agreement, Exhibit B attached; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Real Property Charitable Agreement with West Indian Research Acres, LLC, per attached Exhibit B. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 22<sup>nd</sup> day of September, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 020 (2025/2026) be adopted.

AYES: \_\_\_\_  
NAYS: \_\_\_\_  
ABSENT: \_\_\_\_

The Mayor declared Resolution No. 020 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 020 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 22<sup>nd</sup> day of September, 2025.

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Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2024-2025\040-Verbio Wastewater Agreement.doc

## **REAL PROPERTY CHARITABLE DONATION AGREEMENT**

This Real Property Charitable Donation Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 2025 (the "Effective Date"), by and between West Indian Research Acres, LLC, an Iowa limited liability corporation (the "Company") and the City of Nevada, Iowa (the "City") with respect to a charitable donation in the amount of the Contribution (defined below). The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Company shall provide and the City shall receive the Contribution. The Company and the City are each a "Party" and, together, the "Parties".

### **Background**

The City is a political subdivision or governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). The Company desires to support the City through its Contribution for use of the Real Property (defined below) exclusively for public purposes.

The parties hereto agree as follows:

1. Contribution. At Settlement, the Company shall donate to the City the real property described on Exhibit A hereto, consisting of a parcel of land of approximately 22.45 gross acres and all improvements, if any, situated thereon, subject to the terms and conditions of this Agreement (the "Real Property"), but subject to (a) real estate taxes and assessments not yet due as of Closing; (b) zoning laws and building ordinances; (c) easements, covenants, and restrictions of record, provided the same do not prohibit use of the Real Property as a public park; (d) any matter that an accurate survey of the Real Property could or would show; (e) any matter arising from the City's actions, including any matter arising or permitted by the City during its prior use of the Real Property; and (f) the Restrictive Covenant (defined below) (collectively, the "Permitted Exceptions").

The City and the Company agree that the fair market value of the Real Property is \$458,000.00, which is based on a qualifying appraisal of the Real Property (the "Contribution"). The City acknowledges the Real Property and use of the Real Property in accordance with the Use Restriction (defined below) is in furtherance of a public purpose. The City agrees to cooperate with the Company and its advisors, attorneys, and accountants with respect to, and to complete any documentation or additional paperwork necessary or helpful to assist the Company in documenting its gift, such obligation to survive Settlement and delivery of the Deed (defined below). In the event the income tax deductibility of the Contribution is challenged, the City will provide reasonable assistance to the Company, in contesting the unfavorable determination or ruling. The Parties acknowledge that certain state or federal laws now or in the future may require the Company to disclose information on donations provided to charitable or governmental entities. The Company may report information about the Contribution provided under this Agreement, as required by law.

### **2. Settlement**

a. If available, the Company shall deliver to the City a current abstract of title showing marketable title to the Real Property in conformity with this Agreement and with the land title examination standards of the Iowa State. The City acknowledges that the abstract(s) delivered hereunder will not reflect the split of the Real Property from its root parcels and, therefore, covers more real estate than the Real Property. Any new or split abstract created exclusively for the Real Property will be done at the City's sole expense or, if the Company pays for such new or split abstract, the amount paid by the Company hereunder shall be added to the Contribution. In the

absence of an abstract, the City will acquire a Title Certificate for the Real Property, which must show clear title to the Real Property in the Company, subject, however, to the Permitted Exceptions.

b. Settlement and delivery of possession of the Real Property will occur on or before December 31, 2025 ("Settlement"). Settlement will be held at the offices of the City. The Company and the City will cooperate on preparing documents. At Settlement, (i) the Company will deliver to the City a special warranty deed to the Real Property, in substantially the form and set forth in Exhibit B (the "Deed"); and an original, notarized signature page of Clem Acres, LLC to each of the Temporary Access Easement and the Drainage Agreement; and (ii) the City will deliver to the Company an original, notarized signature page of the City to each of the Temporary Access Easement and the Drainage Agreement.

c. Real property taxes on the Real Property will be prorated as of the close and Settlement based upon the latest available tax information. The City will notify Story County promptly after recording the Deed to ensure prompt tax exemption of the Real Property. If, on account of the foregoing proration, the City receives an amount greater than the actual taxes payable by the City after Settlement with respect to a period before Settlement, the difference shall be promptly paid to the Company, such obligation to survive Settlement and delivery of the Deed.

d. All risk of loss for the Real Property will remain with the Company, until Settlement, subject, in each case, to the City's obligations under Section 9, below.

### 3. Representations and Warranties

The Company represents and warrants as follows:

a. It has good and marketable title to the Real Property free from all mortgages, security interests or other encumbrances, other than those that will be released before Settlement and other than the Permitted Exceptions.

b. Intentionally deleted.

c. There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or, to the Company's knowledge, threatened against the Real Property or any portion thereof, or pending or, to the Company's knowledge, threatened against the Company which could affect the Company's title to the Real Property or any portion thereof, or subject a subsequent owner of the Real Property, or any portion thereof, to liability.<sup>1</sup>

The City represents and warrants as follows:

a. It is a governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code.

b. The City has full authority and power to enter into this Agreement, and when signed, it shall be a valid obligation of, and enforceable against, the City.

### 4. Additional Agreements and Covenants

---

<sup>1</sup> Drafting Note: If the City commences annexation of the Real Property prior to Settlement, we will need to add reference to the same here.

- a. The City shall use the Real Property exclusively for the public purposes of a city park and an area no larger than 1 (one) acre for the deposit of trees, leaves and brush (the "Use Restriction"). The Use Restriction will be set forth on the Deed as part of a restrictive covenant that runs with the Real Property (the "Restrictive Covenant").
- b. The City agrees to name the city park Clem Acres or such other name hereafter approved by Gary W. Clem, for so long as he is living, and, thereafter (i.e., after Gary W. Clem is no longer living), for so long as a child of Gary W. Clem is living, by a majority of such then living children, and, thereafter (i.e., when no children of Gary W. Clem are living), for so long as a grandchild of Gary W. Clem is living, by a majority of such then living grandchildren. Such naming rights to survive Settlement and delivery of the Deed and will be referenced on the Restrictive Covenant in the Deed. The name, as determined or hereafter approved in accordance with this Section, shall appear on appropriate, visible signage at the park, the location and design for such signage to be approved by the party holding naming rights pursuant to this section at the time such signage is proposed and installed by or for the City. This provision shall survive the transfer of the Real Property and shall not merge with the Deed, even if such Deed includes reference to these rights.
- c. The City acknowledges there is a drainage tile system under a portion of the Real Property which benefits real property described as Parcel M, being a part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, more particularly described in a Plat of Survey, filed of record in the Office of the Story County, Iowa Recorder, as Instrument No. 2024-05745 ("Parcel M"). As an express condition to, and in consideration of the Contribution, the City agrees for itself and its successors in interest to the Real Property, to maintain the drainage tile and related drainage improvements located on/under the Real Property (collectively, the "Drainage Improvements") in good condition and repair and in a manner that permits the unobstructed flow of water from Parcel M through said Drainage Improvements into abutting outlets, and to otherwise improve and use the Real Property in a way that does not damage the Drainage Improvements. If any Drainage Improvement is damaged and not promptly repaired by the City, and in cases of emergency, the owner of Parcel M and its tenants, and their respective contractors and contractors' subcontractors, shall have a right of access to make such necessary repairs and, in such case, the City will reimburse any such party for all reasonable repair costs and the costs to enforce the City's obligations with respect to the Drainage Improvements, such reimbursement to be made within 30 days after such party's demand therefor and delivery of supporting invoices. The City's reimburse shall not limit any right of the easement area owner to prove damages resulting from the City's breach of obligations with respect to the Drainage Improvements. The foregoing shall be set forth in a separate recordable document agreed to by the Company and the City before Settlement and recorded with the Deed (the "Drainage Agreement").
- d. The City will be solely responsible for, and this Agreement is not contingent on, the annexation of the Real Property into the City of Nevada, Iowa. The Company will reasonably cooperate with the City with respect to such annexation.
- e. The Company will cause Clem Acres, LLC to deliver a temporary easement over that portion of Parcel M marked as "35' access easement" on that certain Plat of Survey, filed of record in the Office of the Story County Recorder, as Instrument No. 2024-05745 (the "Temporary Access Easement"). The Temporary Access Easement shall provide the City access to and from W. T Avenue until the earlier of (i) one year after the recording of the Temporary Access Easement; or (ii) the date the City constructs a separate access drive providing direct access between the Real Property and W. T Avenue. Said Temporary Access Easement will be a separate recordable document, to be agreed to by the Company and the City before Settlement, will be recorded with the Deed, and will (i) not require the Company, Clem Acres, LLC, or any subsequent owner to

construct or maintain the dirt path currently located within the easement area, with the City's use being at the City's own risk, (ii) require the City to reimburse the fee owner of the easement area for any repairs to the easement area caused by the City's use thereof; and (iii) contain such other terms customary for access easements. Other than as provided in the Temporary Access Easement, the City shall have no rights to the easement marked on the above-referenced Plat and the Company and/or Clem Acres may cause the amending of such Plat to remove reference to such easement.

5. No Assignment. Neither Party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed. It will not be considered unreasonable for the Company to withhold consent to the assignment of this Agreement by the City to any person or entity that would jeopardize the availability of an income tax deduction in the full amount of the Contribution.
6. No Third Party Beneficiaries. This Agreement inures to the benefit of the City and the Company only, and no third party shall have any rights under it, except as expressly provided herein.
7. Amendment; Entire Agreement; Binding Nature. This Agreement may not be amended other than by a writing signed by authorized representatives of both Parties. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, understandings or arrangements. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns; provided, that, this provision shall not be construed to supersede any term that requires a Party to obtain the consent of the other prior to the assignment of this Agreement.
8. Governing Law. This Agreement is governed by the internal laws of the State of Iowa.
9. As Is. Except for the representations and warranties expressly set forth in this Agreement or the Deed, (a) neither the Company nor any of its owners, managers, officers, agents, representatives, or employees makes or has made any representation, warranty, or covenant, of any kind or character, express or implied, with respect to the Real Property or any matter related thereto, including, without limitation, any representation or warranty as to merchantability, fitness for a particular purpose, or the condition (physical, environmental, or otherwise) of the Real Property and (b) the City has not relied and will not rely on any warranty, representation, or covenant with respect to the Real Property. The City agrees that is acquiring, and, as of Settlement, acquires, the Real Property "as is", "where is", and "with all faults". TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CITY FOREVER RELEASES THE COMPANY AND ITS OWNERS, MANAGERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES" AND EACH, A "RELEASED PARTY") FROM, AND, AS AGAINST EACH AND EVERY RELEASED PARTY FOREVER WAIVES, ANY AND ALL CLAIMS OF ANY AND EVERY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, AND REGARDLESS OF FAULT OR NEGLIGENCE, THAT THE CITY HAS OR MAY HEREAFTER HAVE AGAINST ANY OR ALL OF THE RELEASED PARTIES WITH RESPECT TO THE CONDITION (PHYSICAL, ENVIRONMENTAL, OR OTHERWISE) OF THE REAL PROPERTY, EXCEPT, AND THEN ONLY TO THE EXTENT, ANY SUCH CLAIM IS RELATED TO, OR VIOLATES OR OTHERWISE BREACHES, A REPRESENTATION, WARRANTY, OR COVENANT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED, OR BOTH, AND THAT EXPRESSLY SURVIVES CLOSING. THE CITY ACKNOWLEDGES THAT THE LIMITATIONS CONTAINED IN THIS SECTION ARE REASONABLE, TAKING INTO CONSIDERATION, AMONG OTHER THINGS, THE



CITY'S PRIOR USE OF A PORTION OF THE REAL PROPERTY, AND ARE IN PARTIAL CONSIDERATION OF THE COMPANY'S AGREEMENT TO ENTER INTO THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE SETTLEMENT AND DELIVERY OF THE DEED.

10. Waiver. Unless otherwise expressly provided in this Agreement, no failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. Unless otherwise expressly provided in this Agreement, (a) no waiver is effective unless set forth in a writing and executed by the Party so waiving, such waiver inoperative as a waiver of any subsequent breach; (b) nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. Certification. Each Party certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and is not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party shall defend (at the indemnified Party's request and then with counsel reasonably acceptable thereto), indemnify, and hold harmless each other Party and its agents, representatives, successors, and assigns from and against any and all Claims arising from or related to the indemnifying party's breach of the foregoing certification, said indemnification to survive Settlement and delivery of the Deed or the earlier termination of this Agreement.
12. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, void, or unenforceable, then such provision shall be of no force or effect, but the illegality, voiding, and unenforceability shall not affect nor impair the enforceability of any other provision of this Agreement.
13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which, together, shall constitute one and the same instrument. Any Party may sign and deliver this Agreement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original signature.

**IN WITNESS WHEREOF**, the Parties have signed and thereby caused this Agreement to be duly executed effective as of the Effective Date written above.

**Company**

West Indian Research Acres, LLC

By: \_\_\_\_\_  
Gary W. Clem, Manager

**City of Nevada, Iowa**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
[Legal Description of the Real Property]

Parcel L, being a part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, as further shown and described on a Plat of Survey filed of record in the Office of the Story County Recorder as Instrument No. 2024-05745.

Exhibit B

[Form of Deed]  
(see next page)

Prepared By/Return to: Karen L. Karr, 666 Grand Avenue, Suite 2000, Des Moines, Iowa 50309, 515.242.2400  
Taxpayer Information: City of Nevada, **INSERT**

---

### **Special Warranty Deed**

For the consideration of One Dollar (\$1.00) and other valuable consideration, West Indian Research Acres, LLC, an Iowa limited liability company ("Grantor") does hereby convey to the City of Nevada, Iowa, an Iowa municipal corporation ("Grantee") the following described real estate in Story County, Iowa (the "Real Estate"):

**PARCEL L, BEING A PART OF LOTS 13 AND 14 IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 83 NORTH, RANGE 23 WEST OF THE 5TH P.M., STORY COUNTY, IOWA, AS FURTHER SHOWN AND DESCRIBED ON A PLAT OF SURVEY FILED OF RECORD IN THE OFFICE OF THE STORY COUNTY RECORDER AS INSTRUMENT NO. 2024-05745.**

The conveyance of the Real Estate hereunder is subject to real estate taxes and assessments not yet due as of Closing; zoning laws and building ordinances; easements, covenants, and restrictions of record; any matter that an accurate survey of the Real Estate could or would show; and any matter arising from the City's actions, including any matter arising or permitted by the City during its prior use of the Real Estate.

The conveyance of the Real Estate hereunder is further subject to a covenant not to use, lease, or otherwise occupy the Real Estate for any purpose other than a public park with the name of Clem Acres or such other name (and related signage) approved by Gary W. Clem, for so long as he is living, and, thereafter (i.e., after Gary W. Clem is no longer living), for so long as a child of Gary W. Clem is living, by a majority of such then living children, and, thereafter (i.e., when no children of Gary W. Clem are living), for so long as a grandchild of Gary W. Clem is living, by a majority of such then living grandchildren (the "Deed Restriction"), and a covenant to include said Deed Restriction in all instruments affecting the ownership, occupancy, or use of the Real Estate (collectively, the "Covenant"). The Covenant is for a term of twenty-one (21) years, subject to the right of any person with naming rights hereunder to extend the term of the Covenant in accordance with applicable law, including, without limitation, pursuant to Iowa Code Section 614.24 (as may be amended or recodified from time to time). For such term, as may be extended, the Covenant shall run with, and bind, the Real Estate, and shall bind Grantee and its successors and assigns, including, without limitation, all persons that hereafter own, use, or otherwise occupy the Real Estate, and shall inure to the benefit of, and be enforceable by, Grantor and, for so long as they have naming rights hereunder, Gary W. Clem, his children, and his grandchildren, by any appropriate proceedings at law or in equity, including, without limitation, the right of such persons to seek injunctive relief, to prevent violations of the Covenant and/or to recover damages for any such violation, Grantee acknowledging that monetary damages may be inadequate in the case of a breach

hereof.

**This deed is exempt from transfer tax according to Iowa Code 428A.2(6).**

Grantor hereby covenants with Grantee, and successors in interest, to warrant and defend the Real Estate against the lawful claims of all persons claiming by, through, or under Grantor with respect to Grantor's interest in the Real Estate, except as may be above stated. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated Effective as of \_\_\_\_\_, 2025

[Signature Page Follows]



**GRANTOR:**

WEST INDIAN RESEARCH ACRES, LLC

By: \_\_\_\_\_  
Gary W. Clem, Manager

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_, 2025 by Gary W. Clem,  
as Manager of West Indian Research Acres, LLC, an Iowa limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID STATE  
MY COMMISSION EXPIRES: \_\_\_\_\_

Item # 14  
Date: 9/22/25

### **COUNCIL ACTION FORM**

**AGENDA ITEM: Consideration of a Snow Blade for the Wastewater Treatment Facility**

#### **HISTORY:**

The old wastewater treatment facility had a much smaller area to maintain in the winter, it could be plowed with a small tractor within the morning or afternoon depending on the amount of snow fall.

The new wastewater facility is located outside of town with a much larger area to maintain. To plow it all with our small tractor would be very inefficient. A snow blade would be a beneficial tool to maximize efficiency and onsite safety.

Listed are 3 local Iowa companies with their bids.

- 1) Schuling Hitch Company – \$10,037.20 Complete with install.
- 2) Truck Equipment Inc. - \$10,549.00 Complete with install.
- 3) Central Iowa Trailer Sales - \$12,990 Complete with install.

#### **OPTIONS:**

1. Purchase from Schuling Hitch Company, Ames IA for \$10,037.20 complete with install.
2. Purchase from Truck Equipment, Des Moines IA for \$10,549.00 complete with install.
3. Do nothing at this time. Continue with further research – seek additional pricing.

#### **STAFF RECOMMENDATION:**

Staff recommends option 1 to purchase from Schuling Hitch Company, this is the lowest bid.



216 Alexander Ave

Ames IA 50010

## SALES QUOTE

ACCOUNT NO.	DATE	TRANSACTION NO.
1170000341	02 SEP 2025	10077387

Bill To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

Ship To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	F.O.B.
	101	NE	Net 30 Days	02 OCT 2025		

SKU	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
44795-1	1.00	Fisher XV Plow [ 9 1/2' / Stainless / Inc Head Gear	10,637.00	10,637.00
7192	1.00	Mount Kit [ Fisher / Chevy 2500 3500 HD / 11- ]	887.00	887.00
29400-7	1.00	Harness [ Fisher / Headlights -> HB3, H11 ]	332.00	332.00
29070-1	1.00	Module [ Fisher Wiring / Standard ]	194.00	194.00
85100	1.00	Touchpad Control [ Fisher / Fleet Flex Plows ]	561.00	561.00
72525	1.00	Fisher Light Kit [ LED w/ Sideview / Intensifire ]	1,085.00	1,085.00
D0	(1.00)	Discount - Municipal Bid	4,108.80	(4,108.80)
L19	1.00	V Blade Installation	450.00	450.00

Must Have Written PO # to qualify for Municipal Bid Discount.  
Quote good for 30 days and with current in-stock inventory.

SUBTOTAL	\$10,037.20
Sales Tax	\$0.00
TOTAL AMOUNT	\$10,037.20

Questions? 515-233-2265

Schuling Hitch Of Ames

Page 1 1:27PM



## QUOTE

Quote ID: Q19794 Rev: 0

Quote Date: 9/3/2025

Quote Valid Until: 9/10/2025

Page 1 of 2

P.O. Box 3265  
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

Customer: 70727

Nevada, City Of

Street Shed

1402 8th St

Nevada, IA 50201

Contact: DENNIS PRATT

Phone: (515) 450-4263

Email: mechanic@cityofnevadaiaowa.org

Salesperson: Pete Hill

Make: Chevrolet	Model: 2500	Year: 2015	Single/Dual: Single
Cab Type:	Wheelbase: 0	Cab-to-Axle: 56	VIN:

### FURNISH AND INSTALL:

1 - 9'6" WESTERN STAINLESS STEEL FLARE-WING MULTI-POSITION V-PLOW (MODEL IUTMVP3S95)

ULTRAMOUNT 2 mounting system

TWO SEASON WARRANTY

Swivel bar design for more even cutting edge wear

Removable pockets for more ground clearance when plow is removed from truck

Pitch adjustment feature - allows pitch of the blade to be adjusted to compensate for uneven cutting edge wear

Straight Blade Width: 9'6"

Full Scoop width: 98", full "V" width: 103", or fully angled width: 102"

Blade height: 31" at hinge - 39" at end

14 ga. Stainless steel moldboards with 4 vertical ribs per side

PRO PLUS type "power bar construction"

Trip edge design featuring 6 trip springs

Western blade guides

MVP PLUS hydraulic system

With hand-held "Cab Command" control

Low profile dual stud mount "NIGHTHAWK" composite halogen light kit

"Isolation Module" advanced snowplow light and electrical system improves system life and complies w/ OEM requirements

Double acting cylinders to aid back dragging

Steel top gap deflector

Formed cutting edge provides lower center gap coverage

ULTRA FINISH baked-on powder coat with new primer

SECURITY GUARD anti-theft system allows you to electronically lock the snowplow's hydraulic functions

FLEET FLEX multiplex wiring for true fleet interchangeability

### OPTIONS INCLUDED IN PRICE:

Handheld controller

Deflector kit, 10" (41810)

LED headlights (72525)

Sold under the State of Iowa Department of Administrative Services Contract MA005-21271B

Nevada, City of

Dennis Pratt

515-450-4263

mechanic@cityofnevadaiaowa.org



P.O. Box 3265  
Des Moines, IA 50316

Phone: (515) 266-5189 Toll Free: (800) 373-2887 Fax: (515) 266-7878

## QUOTE

Quote ID: Q19794 Rev: 0

Quote Date: 9/3/2025

Quote Valid Until: 9/10/2025

Page 2 of 2

Sub Total:	\$10,549.00
Discount:	
Sales Tax:	\$0.00
Grand Total:	\$10,549.00

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. Number:	

\* Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.

\* Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.

**\*Due to the volatility of trade tariffs, the quoted price may change due to unforeseeable tariffs.**

## Devin Cornish

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**From:** Dennis Pratt  
**Sent:** Monday, September 8, 2025 12:16 PM  
**To:** Devin Cornish  
**Subject:** FW: Meyers Stainless Steel V-Plow Quote  
**Importance:** High

**From:** info@centralialawn.com [mailto:info@centralialawn.com]  
**Sent:** Monday, September 8, 2025 9:15 AM  
**To:** Dennis Pratt <mechanic@cityofnevadaiaowa.org>  
**Subject:** Meyers Stainless Steel V-Plow Quote  
**Importance:** High

**Warning: Unusual sender** <info@centralialawn.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good morning Dennis,

I apologize for the delayed response.

Please find the quotes below:

8.5' Stainless Steel V-Plow with LED lights	= \$10,475.88
Freight	= \$ 1,000.00
Mount	= \$ 886.15
Park/Turn Harness (wiring)	= \$ 162.38
Total (since you are exempt)	= \$12,524.41

Meyers has all of this on hand at their factory, and it would take approximately 1-2 weeks to get here. Also, installation is included in the price for no extra charge.

9.5' Stainless Steel V-Plow with LED lights	= \$10,941.83
Freight	= \$ 1,000.00
Mount	= \$ 886.15
Park/Turn Harness (wiring)	= \$ 162.38
Total (since you are exempt)	= \$12,990.36

**\*\*Meyers does NOT recommend this plow for a 2500 model – this is meant for the 3500 model and up, due to the front gross axle weight rating.\*\***

Please let me know if you have any questions.

Thanks & have a great day.  
Amanda Hofsummer

DATE: 9/22/2025

## COUNCIL ACTION FORM

### AGENDA ITEM: V BLADE PLOW FOR CEMETERY

#### HISTORY:

As part of our ongoing equipment replacement program, we budget various pieces of equipment to purchase each year. These are pieces of equipment necessary to carry out our job duties each year. This piece of equipment has been included in our 2025-26 fiscal year budget.

Below is a recommendation for the purchase of a V Blade Plow used, by the Cemetery Sexton, during snow events throughout the cemetery, Field House parking lots, and other areas in the City when needed.

We will be replacing an existing plow that has been used for approximately 15 years, which is in need of being replaced.

Below is a summary of the purchase information for a Stainless-Steel V Blade Plow for the Cemetery (see attached quotes for additional information).

Review of 2 bids received.

- |                                |                    |
|--------------------------------|--------------------|
| • Schuling Hitch Company, Ames | \$9,660.00         |
| • Conleys Trucking             | \$10,156.26* labor |
| • Truck Equipment              | No Bid             |

#### OPTIONS:

1. Accept the quote from Schuling Hitch Company in the amount of \$9,660.00.
2. Reject all bids and send out new RFP's.
3. Reject all bids, do nothing at this time, and rebid next year.

#### STAFF RECOMMENDATION:

1. Park Board and staff recommend accepting Option #1. Accept the quote from Schuling Hitch Company for a Fisher stainless steel plow, mount kit, wiring harness, touchpad control, light kit and V Blade installation for a total of \$9,660.00, which includes a trade in of our current Western Plow and removal of components from truck.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at [nèvadarecreation@gmail.com](mailto:nèvadarecreation@gmail.com)





216 Alexander Ave

Ames IA 50010

## SALES QUOTE

ACCOUNT NO.	DATE	TRANSACTION NO.
1170000341	08 SEP 2025	10077443

Bill To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

Ship To
City Of Nevada 1209 6th St PO Box 540 Nevada, IA 50201

P.O. NUMBER	LOCATION	REP	INVOICE TERMS	DUE DATE	SHIP VIA	F.O.B.
	101	NE	Net 30 Days	08 OCT 2025		

SKU	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
87300	1.00	Fisher XV2 [ 9 1/2' / Stainless / Incl Head Gear ]	11,099.00	11,099.00
7192	1.00	Mount Kit [ Fisher / Chevy 2500 3500 HD / 11- ]	887.00	887.00
29070-1	1.00	Module [ Fisher Wiring / Standard ]	194.00	194.00
29400-7	1.00	Harness [ Fisher / Headlights -> HB3, H11 ]	332.00	332.00
85100	1.00	Touchpad Control [ Fisher / Fleet Flex Plows ]	561.00	561.00
72525	1.00	Fisher Light Kit [ LED w/ Sideview / Intensifire ]	1,085.00	1,085.00
D0	(1.00)	Discount - Municipal Bid	4,247.40	(4,247.40)
L19	1.00	V Blade Installation	450.00	450.00
D0	(1.00)	Trade-in Western Plow and Remove Components from Truck	700.00	(700.00)

Quote Good for 30 Days

Must Have Written Purchase Order to Qualify for Municipal Bid.

SUBTOTAL	\$9,660.60
Sales Tax	\$0.00
TOTAL AMOUNT	\$9,660.60

Questions? 515-233-2265

Schuling Hitch Of Ames

Page 1 8:24AM

**Western Products - Quick Match Information**

MVP3 stainless 11,289.42

**Selection Summary:** MVP3 mild steel 10,156.26

Truck, 2015, CHEVY/GMC, C3500 SILV/SIERRA. plus labor for wiring replacement

\$125 HR

The vehicle has a 4x2drive train, Reg Cab body style, chassis cab, 10001 minimum GVR, and HB3/H11 headlamp type.

The blade selected is 9'6" MVP 3™ (Stainless Steel). The control selected is Handheld Control. The headlight type is LED.

Please complete the ballast calculator form to calculate the correct ballast for your vehicle.

**COMPONENTS:**

Blade Assembly:	#74695	9'6" MVP 3™ Stainless Steel Blade Assembly
Attachment:	#74400-4	Attachment, MVP 3 Silver
Mount Kit:	#69981	Vehicle Specific Truck Mount, Chevy/GMC, 2500HD/3500 (2011-2019)
Headlight Harness:	#69818-2	Plug-in Harness Kit, HB-3/H11/HIR2 GM
Headlamp Kit:	#72525	Plow Headlight Kit, LED Headlight Kit, Complete
Handheld Control:	#35500	FLEET FLEX™ Control, Hand Held
Isolation Module:	#29760-2	Vehicle Isolation Module, 3-Port, DRL & Non-DRL, Soft Start

**ACCESSORIES:**

#41811-1 SNOW DEFLECTOR 18" (FITS 7'6", 8'6", 9'6")

**Notes Summary:**

- Snowplow prep. package recommended when available.
- Snowplow prep package required.
- This model is equipped with the UltraMount® 2 mount system.

**Resources:**

- [Headlamp Reference Guide](#)
- [Plow Component Weights](#)
- [Compare Products](#)

DATE: 9/22/2025

## COUNCIL ACTION FORM

**Agenda Item:** Mosquito Spray

### History:

In an effort to get better results from mosquito spraying, we are requesting to purchase a Dual Action Adulticide named Duet. Duet is a spray that agitates the mosquito making them fly and subsequently getting a better kill. The price is more expensive than the Biomist 4+4 spray we have been using.

Attached is information we received from Clark, who we purchased our foggers from. Although the Duet is more expensive, Clarke can dial down our machine to .75 oz/acre, which helps close the gap between Duet and Biomist. If we purchase a 55-gallon drum of Duet this year, we will also get a 20% discount. Shelf life of the chemical is 7 years if stored properly.

There is money budgeted in the 2025/2026 budget for mosquito spray.

### Options:

1. Accept the quote from Clarke for the purchase of a 55-gallon drum of Duet Dual-Action Adulticide Mosquito Spray for a total of \$11,660.00
2. Reject all bids and send out new RFP's.
3. Reject all bids and do nothing at this time and rebid next year.

### Staff Recommendation:

Staff (Rhonda and Joe) recommend accepting Option #1: Accept the quote from Clarke for the purchase of a 55-gallon drum of Duet Dual-Action Mosquito Spray.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at [nevadarecreation@gmail.com](mailto:nevadarecreation@gmail.com)



Rhonda Maier <nevadarecreation@gmail.com>

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## Rhonda Maier - Nevada

---

**Robert Olson** <rolson@clarke.com>  
To: Rhonda Maier <nevadarecreation@gmail.com>

Mon, Sep 8, 2025 at 1:17 PM

Hi Rhonda,

The price for a 55-gallon drum of Biomist 4 + 4 is: \$5,419.15

As I mentioned on the phone, we can "dial" your machine down to .75 oz/acre which helps the cost come closer to the Biomist but it is still a little more expensive.

I have been authorized to offer you a 20% discount if you purchase a 55-gallon drum of Duet this year, which comes out to: \$11,660.00 (includes shipping) if that helps?

Let me know your thoughts! Have a wonderful day!

[Quoted text hidden]



Rhonda Maier <nevadarecreation@gmail.com>

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## Rhonda Maier - Nevada

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Robert Olson <rolson@clarke.com>  
To: Rhonda Maier <nevadarecreation@gmail.com>

Wed, Aug 27, 2025 at 9:02 AM

Hi Rhonda,

It was a pleasure talking with you yesterday as well.

I have included some information on the Duet with this email. As I mentioned on the phone, I feel this is one of our best products and very environmentally friendly. The dual active really kills a lot of mosquitoes.

The price is a bit more expensive, but we can "dial" your machine back a bit and still get excellent efficacy.

The MSP cost is:

30-gallon drum = \$8,305.50 or \$276.85 per gallon

55-gallon drum = \$14,575.00 or \$265.00 per gallon

Since you are thinking of switching from Biomist to Duet, I can offer you a 15% discount to make the switch this year.

Please let me know if you have any questions or concerns, and I will gladly assist you.

Have a wonderful day!

**Rob Olson**

*Control Consultant*



20061 Edison Circle East

Clearwater, MN 55320

rolson@clarke.com

(952)715-2159 Cell

(320)558-9005 Office

(320)558-2223 Fax



**Go Green: Please do not print this e-mail unless you really need to!**

[Quoted text hidden]

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**3 attachments**





# DUET™

## DUAL-ACTION EFFICACY

### Adulticide for Mosquito Control

---

Delivers more control of natural mosquito populations

---

Versatile in a range of operational conditions

---

Effective even at lower rates of application

---

# TWO ACTIVE INGREDIENTS FOR GREATER STRENGTH AND VERSATILITY

**Duet™**, an advanced dual-action mosquito adulticide, combines the proven efficacy of Sumithrin® (the active ingredient found in Anvil®) plus the exceptional knock-down of prallethrin. Together, these two active ingredients provide you a unique, effective and faster way to control mosquitoes.

## DUET'S BENEFITS >>

---

**Delivers more control** of natural mosquito populations

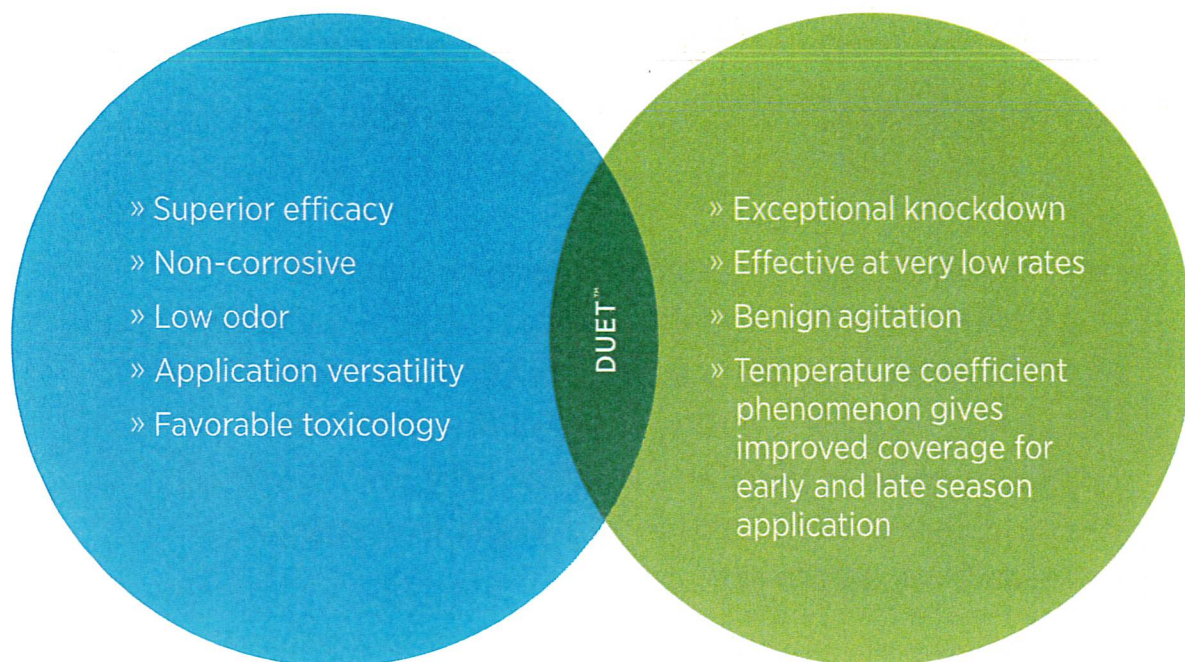
**Versatile** in a range of operational conditions

**Effective** at even low rates of application



## SUMITHRIN

## PRALLETHRIN



### Stronger and Faster

With the combination of Sumithrin and prallethrin, Duet effectively controls more mosquitoes more quickly. Duet has a faster knockdown than other products. In addition, despite its potent combination of active ingredients, Duet has approximately the same toxicity profile as Anvil®. This offers increased efficacy with the *same low toxicity*.

### Biodegradable

More than a generation ago, scientists created synthetic pyrethroids, which emulate naturally occurring pyrethrins, found in chrysanthemum flowers. Two of these synthetic pyrethroids — Sumithrin and prallethrin (brand name ETOC®) — kill mosquitoes effectively, yet biodegrade rapidly in the presence of sunlight and/or microorganisms. The two actives with the synergist piperonyl butoxide (PBO) yield superior performance for mosquito control.

### Active Ingredients:

#### Prallethrin (1%)

(RS)-2-methyl-4-oxo-3-(2-propynyl) cyclopent-2-enyl-(1RS)-cis, transchrysanthemate

#### Sumithrin (5%)

3-Phenoxybenzyl-(1RS, 3RS; 1RS, 3SR)-2, 2-dimethyl-3-(2-methylprop-1-enyl) cyclopropanecarboxylate

#### Piperonyl Butoxide (5%)

#### Other Ingredients (89%)

# BENIGN AGITATION: EXCELLENT KNOCKDOWN AND GREATER CONTROL

Field trial and cage observations have shown that **Duet™ causes benign agitation — a non-biting excitation of mosquitoes.** This has the potential to draw mosquitoes from a resting state, causing more of them to come in contact with droplets and increase efficacy. As a result, you can have greater control on a larger percentage of the total mosquito population.

## Benign Agitation Studies Prove Duet's Effectiveness

In laboratory studies\*, benign agitation was demonstrated by looking at the active ingredients in Duet, separately.

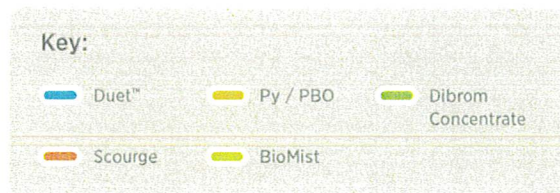
Ultra low volume (ULV) droplets were introduced into a wind tunnel. The response of resting mosquitoes was video recorded and movement/flight pattern observed before, during, and after exposure. Mosquitoes exposed to insecticides moved faster when sprayed. Prallethrin produced increased flight activity during spray while Sumithrin (the other active ingredient in Duet) produced increased activity during the post-spray period.

In another study\*\* that showed the formulated product of Duet increases the percentage of resting mosquitoes to take flight post spray, it was also demonstrated that mosquitoes remain in flight longer than with competitive formulations.

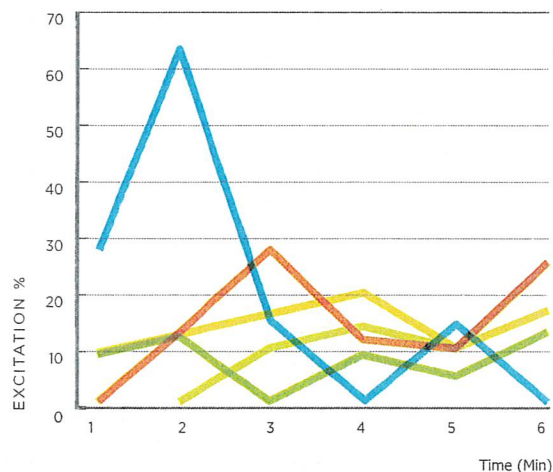
The bottom line: With Duet, more resting mosquitoes take flight to come in contact with more droplets, thus improving the efficacy of the application.

\*Study by Gary G. Clark and Sandra A. Allan of the CMAVE, USDA, Gainesville, FL; Miriam F. Cooperband with APHIS, USDA, Otis ANGB, MA, and William Jany, Clarke. Tests conducted with female *Culex quinquefasciatus* using a range of adulticides with different active ingredients.

\*\*Work by Gary Benzon, Benzon Research, Carlisle, PA.

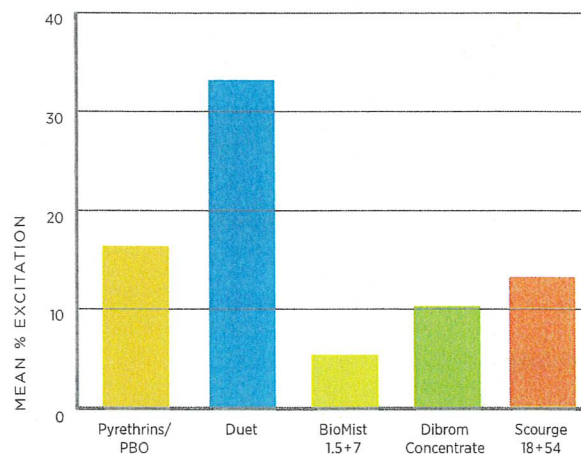


Excitation Over Time



Source: G. Benzon, Benzon Research, Carlisle, PA.

5 Minutes After Exposure



Source: Dr. Hajime Hirai, Sumi World, 1997

### Comparative Insecticidal Activity

COMPOUND	LD50 (µG / INSECT) MOSQUITO <sup>2</sup>
Prallethrin	0.0032
Pyrethrins	0.022

<sup>2</sup>*Culex pipiens pallens*, female adult

Prallethrin exhibits high killing activity against mosquitoes compared to pyrethrins.

We believe that an important part of being an environmental steward is product rotation. Product rotation maximizes the effectiveness of every program by preventing cross-resistance.

To help select products for rotation in your program, visit [clarke.com/mosquitocontrolproducts](http://clarke.com/mosquitocontrolproducts) to view our full line of product offerings.





# PROFILE OF AN ADVANCED ADULTICIDE OPTION

## Product Density

ACTIVE INGREDIENT	SUMITHRIN	PRALLETHRIN	DUET
Specific Gravity	1.060	1.03	.87
Molecular Weight	350.5	300.4	—
Viscosity	—	—	13.4CP @24 C
Vapor Pressure	$1.4 \times 10^{-7}$ mm/Hg @21.4°C	$3.5 \times 10^{-5}$ mm/Hg @21.4°C	—

## Toxicology

STUDY	SUMITHRIN	PRALLETHRIN
96 Hr Acute Flow Through LC50 Rainbow Trout	17 µg/l	12 µg/l
96 Hr Acute Flow Through LC50 Bluegill	18 µg/l	22 µg/l
48 Hr Acute EC 50 <i>Daphnia magna</i>	4.3 µg/l	6.2 µg/l
Honey Bee 48 Hr Acute Contact LD50	0.064 µg/bee	0.028 µg/bee
Acute Oral LC50 Bobwhite Quail	2510 mg/kg	1171 mg/kg

## Acute Toxicology

SPECIES	DUET
Oral LD50 (rats)	> 5000 mg/kg
Dermal LD50 (rats)	> 5000 mg/kg
Eye Irritation (rabbits)	Minimal irritation
Inhalation LC50 (rats)	> 2.04 mg/l
Skin Sensitization (guinea pig)	Negative

## Environmental Toxicity

**In Sunlight:** The active ingredients in Duet™ are photolabile. The molecules easily decompose in the presence of sunlight. The half-lives of Sumithrin and prallethrin in water in the presence of light range from 9.1 to 13.9 hours. The degradation products of Sumithrin and prallethrin are non-persistent. Moderately rapid aerobic and anaerobic soil degradation was found in the absence of sunlight.

**In Soil:** Sumithrin and prallethrin are not readily transported from the site of application. Neither Sumithrin nor prallethrin bioaccumulates.

## Eco-Tier™ Ranking:

The Clarke Eco-Tier™ Index offers three tiers of products, equipment and services ranked by their impact on the environment. Duet is ranked as an "Advanced" product.



ADVANCED

# CAGED TRIAL RESULTS

## SUPERIOR KNOCKDOWN AND CONTROL

### Initial Field Research

Initial field research for Duet™ has demonstrated excellent results. Tests were conducted involving the following species:

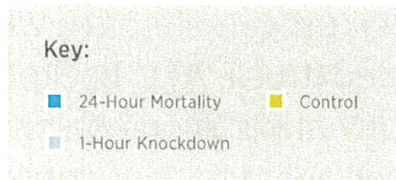
**Michigan:** *An. punctipennis*,  
*Oc. trivittatus* and *Ae. vexans*

**Florida:** *Oc. taeniorhynchus*

**Illinois:** *Coq. perturbans*, *Oc. trivittatus*  
and *Culex restuans*

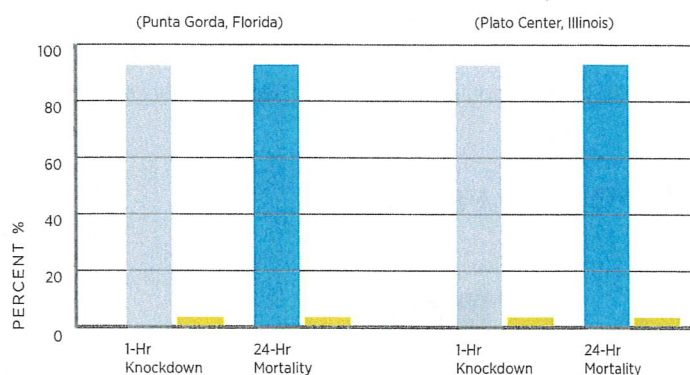
### Protocols:

- » Mosquitoes collected via CO<sub>2</sub> baited ABC traps
- » Mouth-aspirate mosquitoes
- » Cages placed @100-200' intervals
- » 10 min. exposure then transferred to holding cages
- » Mosquitoes fed 10% sugar-water solution
- » Monitor knockdown @1-Hr, and 24-Hr mortality
- » Controls handled same as treated mosquitoes



### Duet Ground ULV @150'

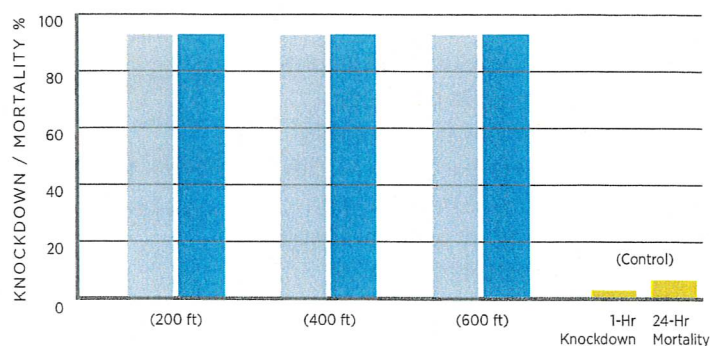
Rate: 0.41 oz/acre rate



### Duet ULV at Long Distances

Location: Saginaw, MI - 9/1/06

Rate: 0.0012 ai/acre Sumithrin and 0.0003 lbs/acre prallethrin



Even at distances up to 600 ft from the spray nozzle, Duet demonstrates superior knockdown and control.

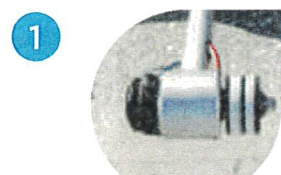
# APPLICATION METHODS OPTIMIZED FOR YOUR EQUIPMENT

Duet™ has been proven effective whether applied by air or ground (truck, ATV, backpack). Optimized for all standard ULV application equipment and nozzles, Duet is non-corroding to your application apparatus.

## Applying Duet by Air

Aerial applications can be completed with fixed wing or rotary aircraft. Based on your program needs, Duet can be applied at a range of .41 to 1.23 fl. oz/acre. Droplet VMD (volume median diameter) should be optimized between 25–30 microns. In wind tunnel atomization studies, Duet has shown to effectively produce this droplet size range when sprayed through equipment that has been correctly calibrated.

## To Optimize Your Aerial Application:



## Select the Proper Nozzle

Refer to the table to achieve the optimized less-than-30-micron droplet VMD. Some of the best nozzles for Duet usage are rotary (e.g. Beecomist or Micronair). Note that flat fan nozzles require orientation 130 degrees into the wind, and may not produce droplets within the desired spectrum when aircraft travel below 170 mph.

AIRCRAFT TYPE	NOZZLE TYPE	SIZE	ANGLE
Fixed wing	Flat fan	80-110° small orifice 005-04	135° forward
Fixed wing	Micronair Nozzles** AU5000*	Standard cage mesh	Straight back
Fixed wing	Beeconomist*	10, 20 or 40 µm screen	Straight back
Rotary wing	Micronair Nozzles** AU5000*	Standard cage mesh	Straight back
Rotary wing	Beeconomist*	40 µm screen	Straight back

\* Adjust RPM of nozzles to deliver the appropriate droplet spectrum required for your application.

\*\* AU 4,000, AU 5,000, AU 6,600 brushless

**Note:** Data is for general information only. Actual droplet size will depend on the application conditions and factors such as nozzle and atomizer condition. Always calibrate sprayers to ensure required dosage rate and conditions are met. **As always, read and follow label directions.**





## Calibration Process

To adjust your spray system for proper flow rate:

- » Determine the number of acres per minute your aircraft will treat by using the first formula shown.
- » Select the Duet™ labeled flow rate (in ounces per acre) required for your needs.
- » Using the second formula, multiply the figures derived from the two steps above to determine the proper Calibration Flow.

$$\frac{\text{Swath} \times \text{Speed}}{495} = \text{Acres} / \text{Min}$$

$$\left( \frac{\text{Acres}}{\text{Min}} \right) \left( \frac{\text{Oz}}{\text{Acre}} \right) = \frac{\text{Oz}}{\text{Min}}$$

↓  
**Calibration Flow**

PRALLETHRIN	SUMITHRIN	PBO	FLOW RATES
0.00072 lbs. AI/acre	0.0036 lbs. AI/acre	0.0036 lbs. AI/acre	1.23 fl. oz/acre
0.00044 lbs. AI/acre	0.0022 lbs. AI/acre	0.0022 lbs. AI/acre	0.75 fl. oz/acre
0.00036 lbs. AI/acre	0.0018 lbs. AI/acre	0.0018 lbs. AI/acre	0.61 fl. oz/acre
0.00024 lbs. AI/acre	0.0012 lbs. AI/acre	0.0012 lbs. AI/acre	0.41 fl. oz/acre

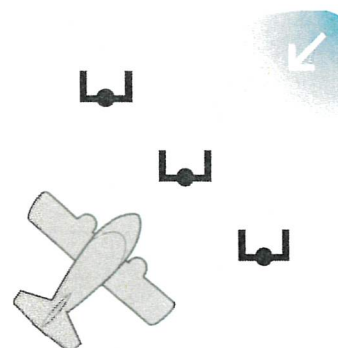


## Droplet Dynamics

Droplet VMD should be optimized between 25-30 microns to achieve maximum performance. Confirm the droplet size by placing slide impingers with Teflon coated slides as described in the diagram. Droplets on slides can be measured using a compound microscope with a mechanical stage and an ocular micrometer. Starting at one end of the slide, measure each droplet as they pass through the eyepiece micrometer. The expected spread factor for Duet is 0.59 (minimum of 200 droplets collected). Use this factor until the actual spread factor is determined.

### To Determine Appropriate Offset:

- » Place droplet collectors 50 ft apart and 90 degrees to the wind direction.
- » Fly directly into wind over slides at 75 ft. Spray for 15 seconds after passing over slide collectors.
- » Wait 10 minutes after application for upwind droplets to reach collectors.



## Duet™ By Ground

Duet should be applied using ULV spray equipment capable of producing ULV spray droplets with a VMD of 8-30 microns.

### Use the Following Guidelines, Assuming a 300ft Swath:

Fl. oz/acre	* Flow rates in fluid oz/min at truck speeds of:			
DUET	5 MPH	10 MPH	15 MPH	20 MPH
1.23 oz/acre	3.7 oz	7.4 oz	11.2 oz	14.9 oz
0.75 oz/acre	2.3 oz	4.6 oz	6.8 oz	9.1 oz
0.61 oz/acre	1.9 oz	3.7 oz	5.6 oz	7.4 oz
0.41 oz/acre	1.2 oz	2.5 oz	3.7 oz	5.0 oz

\* Assumes a 300 ft spray swath

### To Optimize Your Ground Application:

To achieve maximum performance, droplet VMD should be optimized between 10-20 microns. Droplet spectrum may be determined by using the hot-wire method using a DCIII (AIMS) unit that measures and calculates VMD or MMD for oil-based liquids. Application equipment must be tested at least annually to confirm that pressure at the nozzle and nozzle flow rate(s) are properly calibrated.

### Standard Droplet Collection:

- » Use Teflon-coated microscope slide
- » Attach slide to 3'—4' rod
- » Stand 10'—25' downwind from nozzle
- » Distance is dependent on sprayer velocity
- » Higher velocity of sprayer = further distance from nozzle (not to exceed 25')
- » Swing rod (with coated slide facing the insecticide) once rapidly in a baseball swing/diagonal motion toward the sprayer, through the spray cloud

### Standard Droplet Measurement:

- » Use a compound microscope equipped with a mechanical stage and an ocular micrometer placed in the eyepiece.
- » Starting at one end of the slide, measure each droplet as they pass through the eyepiece micrometer.
- » A minimum of 200 droplets should be measured to obtain an adequate sample.
- » Spread factor for Duet: 0.59.

## ENVIRONMENTAL CONDITIONS FOR AIR AND GROUND APPLICATION

Duet should be applied when conditions are favorable for ULV applications. Favorable application conditions occur when the atmosphere at application height to immediately above ground level is stable. This condition is characteristic of an inversion, which occurs when temperatures increase with height. Stability is also influenced by solar radiation and heat exchange between air, soil and vegetation. As a result, favorable conditions for ULV applications usually occur prior to sunrise and after dusk. Duet has been shown to have a negative temperature coefficient. This means it is extremely effective, early and late season when temperatures are between 50°-65° F and most mosquitoes are active.



# FREQUENTLY ASKED QUESTIONS

**Q: What is prallethrin and how did it come into use as a mosquito adulticide?**

A: Prallethrin was developed in the 1980s as an alternative to pyrethrins. It was first registered for use with the U.S. EPA in 1995. Since then, it has been in use in pest control products throughout the world.

**Q: Does Duet™ pose a health risk to community residents?**

A: All products involve a balance between risks and benefits. The active ingredients in Duet have been carefully tested. Duet is registered for ground and aerial applications in outdoor residential and recreational areas.

**Q: Does the combination of prallethrin and Sumithrin in Duet increase toxicity?**

A: No. Duet has the same toxicology profile as Anvil.

**Q: How does Duet break down in the environment?**

A: Duet's active ingredients break down rapidly in sunlight into carbon dioxide and water vapor.

**Q: What is Sumithrin, and how does it impact mosquitoes?**

A: Sumithrin, best known in the Anvil formulation, is an active ingredient used for adult mosquito control. A synthetic pyrethroid, Sumithrin replicates the mosquito controlling properties of pyrethrin, derived from chrysanthemum plants. It has been widely used in mosquito control since 1975, and in the Anvil formulation has been used in every major mosquito control effort in the U.S. since 1999. Both prallethrin and Sumithrin interrupt the sodium channel complex in mosquito nerve axons.

**Q: Is adult control effective?**

A: Generally, spraying for adult mosquitoes is highly effective at killing adult mosquitoes on the wing. With Duet, the dual-active formulation provides excellent control among commonly controlled mosquitoes even at low application rates.

**Q: How much Duet is typically applied?**

A: Duet is applied in very low dosages, from less than half an ounce to a little more than one ounce of formulated product per acre (.41 to 1.23 fl oz/ac). In lay terms, approximately a teaspoon of formulated product treats an area the size of a football field.



## Clarke

### GLOBAL HEADQUARTERS

675 Sidwell Ct. St. Charles, IL 60174

Phone: 1.800.323.5727 Fax: 1.630.443.3070

[www.clarke.com](http://www.clarke.com)

Clarke is a global environmental products and services company. Each year, Clarke helps make communities around the world more livable, safe and comfortable by pioneering, developing and delivering environmentally responsible disease prevention and habitat management solutions. In 2008, Clarke founded The Clarke Cares Foundation, a non-profit created to provide disease prevention support for communities with critical needs.

This brochure was printed with the following Eco-Friendly criteria: uses recycled content paper; uses soy-based inks to avoid petroleum-based inks and to reduce the amount of pigment required; plus recycle all waste from the trimming process.

Join us in reducing paper usage by sharing this brochure with someone else.

© 2010 Clarke. Duet and Eco-Tier are trademarks of Clarke. Anvil is a registered trademark of Clarke. Sumithrin and ETOC are registered trademarks of Sumitomo Chemical Corporation.



DATE: 9/22/2025

**COUNCIL ACTION FORM**

**Agenda Item:** Filter Replacement of Obsolete Nemato NFS-60-A-450

**History:**

This summer one of our sand filters at the pool developed a stress crack. With the pool being 25 years old, the current filter is obsolete and unfortunately the tank is unable to be repaired. I have consulted with our two main pool service and technical providers on the filter and its replacement (Carrico Aquatic Resources and ACCO Unlimited). Both have provided their expertise in ensuring proper turnover times with the installation of the new filter and media. The media of choice would be filter sand as a cost savings.

Attached is information we received from Carrico Aquatic Resources, Inc. and ACCO Unlimited for the replacement of the filter.

**Bid Pricing is as follows:**

- *Carrico Aquatic Resources, Inc.:* \$51,255.00 (does not include removal of filter media) Filter media would be removed in coordination with the Nevada Streets Department.
- *ACCO Unlimited Corporation:* \$72,545.00 (includes removal of current filter media)
- *Pool Tech:* No Response.

**Options:**

1. Accept the quote from Carrico Aquatic Resources, Inc. for a total of \$51,255.00.
2. Reject all bids and send out new RFP's.

**Staff Recommendation:**

The Nevada Park and Recreation Board and staff recommend accepting Option #1:  
Accept the quote from Carrico Aquatic Resources, Inc. for a total of \$51, 255.00.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at [nevadarecreation@gmail.com](mailto:nevadarecreation@gmail.com)



We don't build pools,

We make built pools operate as designed.

420 Rock Island Road • Oelwein, IA 50662

Office: 800.832.7147  
www.carricoaquatics.com

September 11, 2025

Rhonda Maier  
Nevada Parks & Recreation  
825 15th Street  
Nevada, Iowa 50201

*RE: Filter Replacement of Obsolete Nemato NFS-60-A-450*

Dear Rhonda,

Thank you for allowing Carrico Aquatic Resources, Inc. the opportunity to work with the City of Nevada and provide options for a filter replacement of obsolete Nemato NFS-60-A-450.

**Option I - Filter Replacement:**

- (1) Poltank 46sqft filter customized with a flange on each end of the filter
- (1) Filter gauge panel and backwash sight glass
- (196) Bags of grade 20 silurian filter sand
- (53) Bags of filter pea gravel
- New valves, schedule 80 PVC pipe and fittings
- Removal and disposal of existing filter
- Installation, start-up and operator training
- All required state engineered plans, permits and inspections
- Shipping

Your total investment for Option I is fifty-one thousand two hundred fifty-five and no/100 dollars (\$51,255.00).

**Optional - AFM:**

- (192) Bags of Dryden Aqua Activated Filter Media

Your additional investment for AFM is four thousand one hundred ninety-five and no/100 dollars (\$4,195.00).

The City is responsible for removal and disposal of the filter media.

Terms for this sale are:

- Prices are firm for 30 days from date of this proposal.
- Terms of payment requested is 30 days from the date of our invoice after delivery.
- Past due accounts will be charged a late fee of 1.5% per month.
- This price does not include taxes.

If you have any questions, please feel free to contact our office toll free at 800-832-7147. If you find this proposal acceptable, please indicate your selection below and email a copy [andy@carricoaquatics.com](mailto:andy@carricoaquatics.com).

Thank you,

Andy Smith  
Director of Operations  
Carrico Aquatic Resources, Inc.

**ACCEPTANCE OF PROPOSAL**

\_\_\_\_\_ Filter Replacement with Sand

\_\_\_\_\_ Filter Replacement with AFM

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ P.O.# \_\_\_\_\_

September 11, 2025

Fawcett Family Aquatic Center  
Rhonda Maler  
1717 Fawcett Pkwy  
Nevada, IA 50201

Dear Ms. Maler,

ACCO is pleased to provide the following pricing options for your consideration:

**Option 1: Replacement of Filter #2** ..... **\$72,545.00**

Replacement of Filter #2 is necessary to provide adequate filtration per the pool's design.

The filter manufacturer, Nemato is no longer in business, and an exact dimensional replacement filter is unavailable.

Service to include removal of existing filter media, filter, and manifold piping.

Replacement of filter with (1) Horizon 60" Horizontal fiberglass filter, face piping, and manufacturer specified media.

**Option 2: Replacement of Filters #1 & #2** ..... **\$131,114.00**

Due to the inability to access a direct replacement filter for Filter #2, we propose also replacing Filter #1 as a pair. Replacing both will allow for a more simplified configuration and backwashing easiness. Service to include removal of existing filter media, filters, and manifold piping. Replacement of filters with (2) Horizon 60" Horizontal Fiberglass filters, face piping, and manufacturer specified media.

**Replacement of Media and Laterals in Remaining Filters** ..... **\$13,140.00 Per Filter**

Service includes removal of existing media in filter and inspection filter's internals.

Replacement of laterals, sand media, and manway gaskets per manufacturer specifications.

**Glass Media Add On – Per Filter:**

Nemato Filter ..... **\$5,793.00**

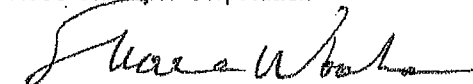
Horizon Filter ..... **\$4,325.00**

Customer to provide location for disposal of removed media. Any additional work or replacement needed would be relayed to the customer for approval if damage is shown to exist to the filter beyond the scope of work elected.

All of us at ACCO appreciate the opportunity to be of service.

Sincerely,

ACCO Unlimited Corporation



Sierra Woods  
Operations Manager

DATE: 9/22/2025

**COUNCIL ACTION FORM**

**Agenda Item:** Media and Lateral Replacement for (3) National NFS-60-A-450 Filters

**History:**

With the aquatic center being 25 years old, and the failure of one filter tank, it would be a reasonable time to perform a filter inspection, including the replacement of laterals and media, for the remaining 3 filter tanks. I have consulted with our two main pool service and technical providers on the laterals and media replacement (Carrico Aquatic Resources and ACCO Unlimited). Both feel replacing the filter media and doing an examination of the filter tanks would be something to highly consider. The media of choice would be filter sand as a cost savings.

Attached is information we received from Carrico Aquatic Resources, Inc. and ACCO Unlimited for the replacement of 3 filter tank laterals and sand media for each.

**Bid Pricing is as follows:**

- *Carrico Aquatic Resources, Inc.:* \$19,853.00 (does not include removal of filter media) Filter media would be removed in coordination with the Nevada Streets Department.
- *ACCO Unlimited Corporation:* \$39,420.00 (includes removal of current filter media)
- *Pool Tech:* No Response.

**Options:**

1. Accept the quote from Carrico Aquatic Resources, Inc. for a total of \$19,853.00.
2. Reject all bids and send out new RFP's.
3. Do nothing at this time.

**Staff Recommendation:**

The Nevada Park and Recreation Board and staff recommend accepting Option #1:  
Accept the quote from Carrico Aquatic Resources, Inc. for a total of \$19,853.00.

If you have any questions, please feel free to contact me at 382-4352 (office) or by email at [nevadarecreation@gmail.com](mailto:nevadarecreation@gmail.com)



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Office: 800.832.7147  
www.carricoaquatics.com

August 28, 2025

Rhonda Maier  
Nevada Parks & Recreation  
825 15th Street  
Nevada, Iowa 50201

*RE: Media and Lateral Replacement*

Dear Rhonda,

Thank you for allowing Carrico Aquatic Resources, Inc. the opportunity to work with the City of Nevada and provide a proposal for media and lateral replacement.

**Media and Lateral Replacement for (3) National NFS-60-A-450 Filters:**

- (651) Bags of Silurian filter sand, #20 grade
- (3) Lateral kits
- (3) Manway gaskets
- Installation of all materials
- Shipping

Your total investment for the above listed is nineteen thousand eight hundred fifty-three and no/100 dollars (\$19,853.00).

The City is responsible for removal and disposal of existing filter media.

Terms for this sale are:

- Prices are firm for 30 days from date of this proposal.
- Terms of payment requested is 30 days from the date of our invoice after delivery.
- Past due accounts will be charged a late fee of 1.5% per month.
- This price does not include taxes.

If you have any questions, please feel free to contact our office toll free at 800-832-7147. If you find this proposal acceptable, please indicate below and email a copy [david@carricoaquatics.com](mailto:david@carricoaquatics.com).

Thank you,

Dave Peters  
Account Manager  
Carrico Aquatic Resources, Inc.

**ACCEPTANCE OF PROPOSAL**

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ P.O.# \_\_\_\_\_



September 11, 2025

Fawcett Family Aquatic Center  
Rhonda Maler  
1717 Fawcett Pkwy  
Nevada, IA 50201

Dear Ms. Maler,

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Replacement of filter with (1) Horizon 60" Horizontal fiberglass filter, face piping, and manufacturer specified media.

**Option 2: Replacement of Filters #1 & #2**.....\$131,114.00

Due to the inability to access a direct replacement filter for Filter #2, we propose also replacing Filter #1 as a pair. Replacing both will allow for a more simplified configuration and backwashing easiness. Service to include removal of existing filter media, filters, and manifold piping. Replacement of filters with (2) Horizon 60" Horizontal Fiberglass filters, face piping, and manufacturer specified media.

**Replacement of Media and Laterals in Remaining Filters**.....\$13,140.00 Per Filter

Service includes removal of existing media in filter and inspection filter's internals.

Replacement of laterals, sand media, and manway gaskets per manufacturer specifications.

**Glass Media Add On – Per Filter:**

Nemato Filter.....\$5,793.00

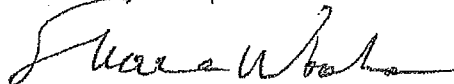
Horizon Filter.....\$4,325.00

Customer to provide location for disposal of removed media. Any additional work or replacement needed would be relayed to the customer for approval if damage is shown to exist to the filter beyond the scope of work elected.

All of us at ACCO appreciate the opportunity to be of service.

Sincerely,

ACCO Unlimited Corporation



Sierra Woods

Operations Manager

# **City Administrators Report**

Sept 5-17, 2025

## **Leadership Nevada**

The next Leadership Nevada class is scheduled to begin in January of next year. Enrollment will soon be open, and both individuals and local businesses are encouraged to sign up to participate. This program provides an excellent opportunity for professional growth, networking, and gaining a deeper understanding of the community. Interested participants should begin preparing to register, as spots are expected to fill quickly.

## **Construction projects**

Progress continues on the State Revolving Fund (SRF) construction projects. RW Excavating has essentially completed their portion of the work and is now in the final cleanup phase, which includes smoothing out the terrain and ensuring the project area is left in good condition. As for Construct, they are also nearing completion. While their work required a few additional adjustments, these were relatively minor. Specifically, extra rock had to be placed in certain areas that were not originally planned for, due to dense overgrowth of trees and weeds that had previously concealed those needs. These changes did not significantly alter the project timeline, and overall, the work is progressing toward final wrap-up.

## **Oak Park discussion**

A coordination meeting was held with the Oak Park Estates developer, HR Green, and Alliant Energy to address challenges with existing electrical poles that currently obstruct portions of the planned trail. Since these poles are positioned in locations that interfere with the project design, they will need to be relocated. The primary focus of the discussion was to determine whether Alliant Energy could bury the utility lines underground, which would both resolve the trail alignment issues and improve the overall aesthetics and long-term functionality of the development. The developer is now working directly with Alliant Energy to explore this option and evaluate the feasibility of underground installation. Updates will follow once Alliant confirms whether this solution can be implemented.

## **Audit entrance exam**

We recently held our annual audit entrance meeting with the auditing team. The session followed the standard format that is conducted each year. During the meeting, the auditors reviewed their planned steps, procedures, and timelines for completing the audit. This process is a routine part of our financial oversight and compliance responsibilities. The auditors outlined what documentation and information they will be reviewing, as well as the general schedule for their work. No changes were noted; everything remains consistent with prior years.

## **LMI Funding**

We should be seeing more on this in October. The plan for this would be to create a program to allow the city to utilize the LMI funds that accumulate with TIF. The program would entail new housing and also updating rental properties.

## **Smoke Testing**

We're getting ready to begin smoke testing in the community, we are anticipating to start on the 22nd of this month but the rain may prevent that. Marlys has and continues to share information online. If you have any questions or concerns about the process, please don't hesitate to contact the City. We want to make sure everyone feels informed and comfortable as we move forward.

## **Land Donation**

The mayor and I met with the family to finalize the donation of some land to the City. The details have been finalized, so you will see this on the agenda for Monday. As mentioned in my previous report, one long-term vision for this land is to create additional walking paths that would connect to our overall trail system. This would help link more areas of the community together and provide another great spot for residents to enjoy the outdoors.

In the shorter term, the site could also serve as a community drop-off location for yard waste—things like trees, shrubs, leaves, and other natural debris. This would give residents a convenient place to take care of that kind of disposal. Once the agreement is approved, we will begin the annexation process in order to incorporate it within city limits.

#### **Mid-States**

We will be seeing more about this at our October council meeting.

#### **Monthly Meetings**

Sponsored Project

Mainstreet

NEDC

Rotary

LHD Wrap-up



## **STAFF MEETING AGENDA**

**Tuesday, September 15, 2025 @ 9:00 A.M**

### **A. Old Business**

- a. City Administrator
  - i. CDBG- Tier 2
  - ii. Wells
  - iii. New Addition
  - iv. I and I
  - v. Sidewalk Program
  - vi. Oak Park Trail
  - vii. SS4A
  - viii. RR
  - ix. DecommissionSierra Heights
  - x. Land Discussion
  - xi. Splashpad
  - xii. Northview
  - xiii. Capstone
  - xiv. Trailside
  - xv. WWTP
  - xvi. Collector line

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



Kerin Wright  
City Clerk  
Phone: (515) 382-5466  
Fax: (515) 877-4502  
kwright@cityofnevadaiaowa.org

September 17, 2025

TO: Mayor - City Council Members  
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Attached are the GASB 77 Statement requirements that are sent every year to other entities who are affected by our TIF rebate payments and abatements. We are required to disclose the amounts that were forgone/diverted due to the development agreements we have in place. There are two letters to each entity due to the two different sections of Code that they pertain to. Chapter 403 Urban Renewal is where most of our TIF Development Agreements typically fall under. The developer pays the tax and some is rebated back to them with a check from the city. The other Chapter 404 Urban Revitalization is where the developer agreements state they don't have to pay the tax come under. Attached is a better explanation that I took from the League of Cities website. One thing to keep in mind is if we didn't offer these incentives the developer might not have built or expanded in our city and the new valuations would not have been available at all. It doesn't really "take away" from those other entities because they didn't have those valuations before. We strive every year to only request dollars that are needed for those payments which are from the new growth.

The State Auditors were on site on September 4<sup>th</sup> and worked remotely the week of the 8<sup>th</sup> and were back in the office the week of the 15<sup>th</sup>.

Staff was in training the week of the 8<sup>th</sup>.

Erin Mousel and I will be attending the Iowa Municipal Finance Officers Association (IMFOA) conference in October. There are new tabs on our annual reports that will be covered at the conference.

Kerin Wright  
City Clerk/Finance Director

## Governmental Accounting Standards Board Statement Number 77 (GASB 77)

GASB 77 requires governments that participate in tax abatement agreements and policies to communicate the impact of those agreements with the other taxing agencies in their area using June 30 information. While most GASB statements only impact cities that are required to prepare financial statements, GASB 77 Tax Abatements Disclosures is an exception. Every city which makes payments during the fiscal year on tax increment financing (TIF) development agreements, rebates or grants or abates valuation under a revitalization plan will play an important role in implementing GASB 77.

GASB 77 requires governments to disclose in the notes to their financial statements the amount of revenues they promise to forgo through agreements with individuals or entities which promise to take specific actions after the agreements have been entered into that contribute to economic development or otherwise benefit the governments or the citizens of those governments. GASB 77 also requires governments to disclose in the notes to their financial statements the portion of revenues which the government would have otherwise received that other governments have promised to forgo through their tax abatement agreements.

For cities and counties, there are two primary types of transactions which will require disclosure: 1) TIF development agreements, rebates or grants under state code Chapter 403 Urban Renewal and 2) Urban Revitalization programs under state code Chapter 404. Tools have been developed to assist cities for each type of transaction in collecting and providing the information needed to disclose the tax abatement information in the government's financial statements and notifying jointly affected governments.

By entering the unique urban renewal area number and the amount of rebates and grants paid during the year, the urban renewal tool identifies the governments impacted and calculates the amount of revenue foregone by each of those governments. The tool also generates letters communicating the required information to the impacted governments. On the urban revitalization tool, by entering the amount of abated valuation, the city name, county, school district, community college, county hospital, rural improvement zone and regional transit authority the tool will calculate the amount of revenue foregone by each of those governments. There is a separate tool to assist in generating letters communicating the required information to the impacted governments.

*\*\*From the League of Cities Website*



CITY OF  
**NEVADA**

City Hall | 1209 6<sup>th</sup> Street, PO Box 530  
Nevada, IA 50201-0530  
p. (515) 382-5466 | f. (515) 877-4502  
[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

City of Nevada  
ATTN: FINANCE OFFICE  
Po Box 530  
Nevada, IA 50201-0530

During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban revitalization areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, the City of Nevada is required to disclose tax abatement information related to agreements entered into by other governments that reduce the City of Nevada tax revenues. The following information is provided to assist the City of Nevada with the required disclosures.

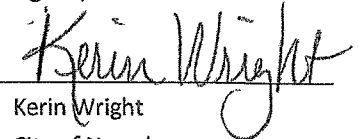
During the fiscal year ended June 30, 2025, City of Nevada made urban revitalization tax abatements (Chapter 404, Code of Iowa) causing the forgone revenues outlined below:

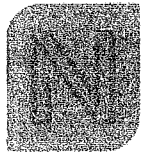
**Amount forgone from the City of Nevada during fiscal year 2024-2025:**

**\$319,902.80**

The amount of forgone revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of the City of Nevada for the year ending June 30, 2025.

Signed,

  
Kerin Wright  
City of Nevada



CITY OF  
**NEVADA**

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Nevada, IA 50201-0530  
p. (515) 382-5466 | f. (515) 877-4502  
[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

Story County  
ATTN: FINANCE OFFICE  
900 6<sup>th</sup> St  
Nevada, IA 50201-2087

During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban revitalization areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Story County is required to disclose tax abatement information related to agreements entered into by other governments that reduce the Story County tax revenues. The following information is provided to assist the Story County with the required disclosures.

During the fiscal year ended June 30, 2025, City of Nevada made urban revitalization tax abatements (Chapter 404, Code of Iowa) causing the forgone revenues outlined below:

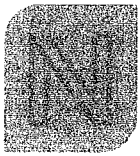
Amount forgone from the Story County during fiscal year 2024-2025:

\$96,652.06

The amount of forgone revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Story County for the year ending June 30, 2025.

Signed,

Kerin Wright  
City of Nevada



CITY OF  
**NEVADA**

City Hall | 1209 6<sup>th</sup> Street, PO Box 530  
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p. (515) 382-5466 | f. (515) 877-4502  
[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

Nevada Comm School District  
ATTN: FINANCE OFFICE  
1035 15Th St  
Nevada, IA 50201

During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban revitalization areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Nevada Comm School District is required to disclose tax abatement information related to agreements entered into by other governments that reduce the Nevada Comm School District tax revenues. The following information is provided to assist the Nevada Comm School District with the required disclosures.

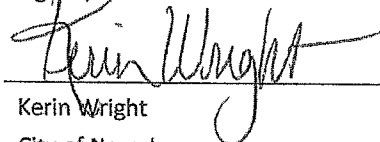
During the fiscal year ended June 30, 2025, City of Nevada made urban revitalization tax abatements (Chapter 404, Code of Iowa) causing the forgone revenues outlined below:

**Amount forgone from the Nevada Comm School District during fiscal year 2024-2025:**

\$297,058.88

The amount of forgone revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Nevada Comm School District for the year ending June 30, 2025.

Signed,



Kerin Wright  
City of Nevada





CITY OF  
**NEVADA**

City Hall | 1209 6<sup>th</sup> Street, PO Box 530  
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[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

Des Moines Area Community College  
ATTN: FINANCE OFFICE  
2006 South Ankeny Blvd  
Ankeny, IA 50023

During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban revitalization areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Des Moines Area Community College is required to disclose tax abatement information related to agreements entered into by other governments that reduce the Des Moines Area Community College tax revenues. The following information is provided to assist the Des Moines Area Community College with the required disclosures.

During the fiscal year ended June 30, 2025, City of Nevada made urban revitalization tax abatements (Chapter 404, Code of Iowa) causing the forgone revenues outlined below:

**Amount forgone from the Des Moines Area Community College during fiscal year  
2024-2025:**

\$16,618.13

The amount of forgone revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Des Moines Area Community College for the year ending June 30, 2025.

Signed,

Kerin Wright  
City of Nevada



CITY OF  
**NEVADA**

City Hall | 1209 6<sup>th</sup> Street, PO Box 530  
Nevada, IA 50201-0530  
p. (515) 382-5466 | f. (515) 877-4502  
[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

Story County Hospital  
ATTN: FINANCE OFFICE  
640 S 19Th St  
Nevada, IA 50201

During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban revitalization areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Story County Hospital is required to disclose tax abatement information related to agreements entered into by other governments that reduce the Story County Hospital tax revenues. The following information is provided to assist the Story County Hospital with the required disclosures.

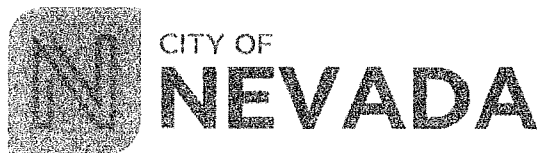
During the fiscal year ended June 30, 2025, City of Nevada made urban revitalization tax abatements (Chapter 404, Code of Iowa) causing the forgone revenues outlined below:

**Amount forgone from the Story County Hospital during fiscal year 2024-2025:** \$20,377.55

The amount of forgone revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Story County Hospital for the year ending June 30, 2025.

Signed,

Kerin Wright  
City of Nevada



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[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

Nevada Comm School District  
ATTN: FINANCE OFFICE  
1035 15Th St  
Nevada, IA 50201

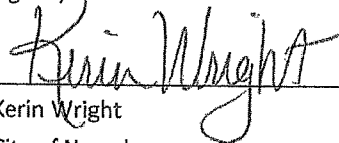
During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban renewal areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Nevada Comm School District is required to disclose tax abatement information related to agreements entered into by other governments that reduce Nevada Comm School District's tax revenues. The following information is provided to assist Nevada Comm School District with the required disclosures.

During the fiscal year ended June 30, 2025, City of Nevada made tax abatements in the following amounts:

Amount of tax abatement payments affecting Nevada Comm School District	<u>\$508,594.29</u>
<b>Amount diverted from Nevada Comm School District during fiscal year:</b>	<b><u>\$183,786.34</u></b>

The amount of diverted revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Nevada Comm School District for the year ending June 30, 2025. The District is also required to disclose amounts received from other governments related to forgone tax revenues. During the year ended June 30, 2025, the District received \$90,702.54 of State Foundation Aid Replacement From the State of Iowa to replace \$5.40/ per \$1,000 of assessed valuation lost due to tax increment financing tax abatements paid by City of Nevada.

Signed,

  
Kerin Wright  
City of Nevada



CITY OF  
**NEVADA**

City Hall | 1209 6<sup>th</sup> Street, PO Box 530  
Nevada, IA 50201-0530  
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[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

Des Moines Area Community College  
ATTN: FINANCE OFFICE  
2006 South Ankeny Blvd  
Ankeny, IA 50023

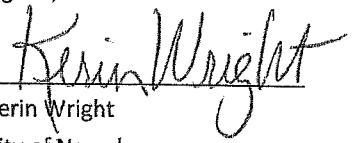
During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban renewal areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Des Moines Area Community College is required to disclose tax abatement information related to agreements entered into by other governments that reduce Des Moines Area Community College's tax revenues. The following information is provided to assist Des Moines Area Community College with the required disclosures.

During the fiscal year ended June 30, 2025, City of Nevada made tax abatements in the following amounts:

Amount of tax abatement payments affecting Des Moines Area Community College	<u>\$508,594.29</u>
<b>Amount diverted from Des Moines Area Community College during fiscal year:</b>	<b><u>\$12,751.43</u></b>

The amount of diverted revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Des Moines Area Community College for the year ending June 30, 2025.

Signed,

  
Kerin Wright  
City of Nevada



CITY OF  
**NEVADA**

City Hall | 1209 6<sup>th</sup> Street, PO Box 530  
Nevada, IA 50201-0530  
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[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

Story County  
ATTN: FINANCE OFFICE  
900 6Th St  
Nevada, IA 50201-2087

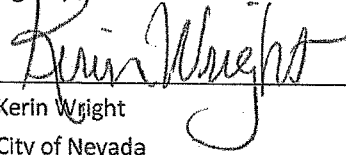
During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban renewal areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Story County is required to disclose tax abatement information related to agreements entered into by other governments that reduce Story County's tax revenues. The following information is provided to assist Story County with the required disclosures.

During the fiscal year ended June 30, 2025, City of Nevada made tax abatements in the following amounts:

Amount of tax abatement payments affecting Story County	<u>\$508,594.29</u>
Amount diverted from Story County during fiscal year:	<u>\$72,529.44</u>

The amount of diverted revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Story County for the year ending June 30, 2025.

Signed,

  
Kerin Wright  
City of Nevada



CITY OF  
**NEVADA**

City Hall | 1209 6<sup>th</sup> Street, PO Box 530  
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p. (515) 382-5466 | f. (515) 877-4502  
[www.cityofnevadaiaowa.org](http://www.cityofnevadaiaowa.org)

September 3, 2025

City of Nevada  
ATTN: FINANCE OFFICE  
Po Box 530  
Nevada, IA 50201-0530

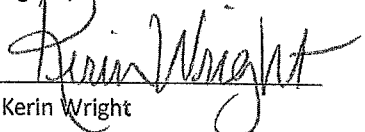
During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban renewal areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, City of Nevada is required to disclose tax abatement information related to agreements entered into by other governments that reduce City of Nevada's tax revenues. The following information is provided to assist City of Nevada with the required disclosures.

During the fiscal year ended June 30, 2025, City of Nevada made tax abatements in the following amounts:

Amount of tax abatement payments affecting City of Nevada	<u>\$508,594.29</u>
Amount diverted from City of Nevada during fiscal year:	<u>\$213,261.98</u>

The amount of diverted revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of City of Nevada for the year ending June 30, 2025.

Signed,

  
Kerin Wright  
City of Nevada



September 3, 2025

Story County Hospital  
ATTN: FINANCE OFFICE  
640 S 19Th St  
Nevada, IA 50201

During the year ended June 30, 2025, City of Nevada provided tax abatements to one or more individuals or entities in urban renewal areas impacting your tax collections in return for economic development and/or other benefits. In accordance with GASB Statement No. 77, Story County Hospital is required to disclose tax abatement information related to agreements entered into by other governments that reduce Story County Hospital's tax revenues. The following information is provided to assist Story County Hospital with the required disclosures.

During the fiscal year ended June 30, 2025, City of Nevada made tax abatements in the following amounts:

Amount of tax abatement payments affecting Story County Hospital	<u>\$508,594.29</u>
Amount diverted from Story County Hospital during fiscal year:	<u>\$15,636.11</u>

The amount of diverted revenue listed above provided by City of Nevada is a calculated amount which will need to be disclosed in the notes to the audited financial statements of Story County Hospital for the year ending June 30, 2025.

Signed,

Kerin Wright  
City of Nevada

For: September 22, 2025 Council Meeting

To: Mayor  
Nevada City Council  
City Administrator

From: Amanda Brewer, Library Director

### **Nevada Public Library Council Report**

#### **MY REPORT**

Fall programming is underway in our youth department. For our adults, we have White Elephant BINGO in September. Starting in October we are adding Coffee, Coloring & Conversation at Renn's Café once a month as well as a Morning Movie for adults. We are also offering a yoga class for adults. We will be participating in Downtown Trick or Treating again this year. The staff and board are reviewing and updating library policies for our upcoming reaccreditation which is due in February of 2026.

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#### **LIBRARY BOARD OF TRUSTEES MONDAY, SEPTEMBER 15, 2025, 5:00 P.M.**

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Chairperson Theresa Presley presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, September 15, 2025 at 5:02 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Derek Grote, Joshua Peschel, Theresa Presley, Allison Severson. Absent: Emma Cassabaum (arrived 5:32 p.m.), Priscilla Gammon, and James Woodard.

Others in attendance were Library Director Amanda Brewer, and Donna Mosinski.

Motion by Board Member Derek Grote, seconded by Board Member Allison Severson, to **approve the agenda** as posted. The roll being called, the following named members voted. Ayes: Grote, Severson, Peschel, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried.

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

Library Director Amanda Brewer reported on:

- The Ancestry Library Edition is not used enough for the cost. There was consensus to cancel that service.
- Staff has decided to use the \$10,000 ALA grant to alter the checkout desk.

For Continuing Education, Amanda reviewed the Accreditation Public Standards – Section 3 Library Personnel & Section 4 – Library Collection. The review lasted 16 minutes.



Motion by Board Member Allison Severson, seconded by Board Member Derek Grote, to approve the following **consent agenda** items as amended to include the correct general ledger accounts on the claims list:

- (1) Approve **minutes** of the August 18, 2025 regular meeting
- (2) Approve September 2025 **claims** totaling \$5,368.14 (see attached list)
- (3) Accept and place on file the Director's **memo** dated September 12, 2025
- (4) Accept and place on file August 2025 financial report

The roll being called, the following named board members voted. Ayes: Severson, Grote, Peschel, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried.

Emma Cassabaum arrived at 5:32 p.m.

Motion by Board Member Emma Cassabaum, seconded by Board Member Allison Severson, to approve the Interlibrary Loan Policy. The roll being called, the following named members voted. Ayes: Cassabaum, Severson, Grote, Peschel, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried.

Motion by Board Member Emma Cassabaum, seconded by Board Member Derek Grote, to approve the Volunteer Policy. The roll being called, the following named members voted. Ayes: Cassabaum, Grote, Peschel, Presley, and Severson. Nays: None. Chairperson Theresa Presley declared the motion carried.

There being no further business to come before the Board, it was moved by Board Member Allison Severson, seconded by Board Member Derek Grote, to **adjourn the meeting**. The roll being called, the following board members voted. Ayes: Severson, Grote, Peschel, Presley, and Cassabaum. Nays: None. Chairperson Theresa Presley declared the motion carried. At 5:44 p.m. she adjourned the meeting.

ATTEST:

\_\_\_\_\_  
Priscilla Gammon, Secretary

\_\_\_\_\_  
Theresa Presley, Chairperson



# NEVADA PUBLIC SAFETY DEPARTMENT

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



*Chris Brandes*  
Public Safety Director  
Chief of Police

Ryan Condon  
American Legion  
1331 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Rycon46@hotmail.com

Date: Tuesday, September 9, 2025

**RE: Road Closure request (updated request)**

Dear Ryan:

I received your email dated June 12<sup>th</sup>, 2025 reference a road closure. We have had several subsequent conversations about your road closure request. This road closure request is for September 20, 2025. The closure request time is from 1:00PM to 9:00PM. The request will support block party. The following closure is requested:

- Close 6<sup>th</sup> Street from the north side of M Avenue to the south side of N Avenue.

**Your request for this street closure is approved.**

You have stated you have spoken to neighbors who may be affected by this road closure. You have stated that several of the businesses in the area will be closed or participating in the event. You have stated the one residential location in the area will not be affected.

You are responsible for obtaining any liability insurance necessary to protect you against any claims which may be brought in connection with these events. The City of Nevada is not liable for any injuries or other claims made by participants in your event. **You must allow access for emergency vehicles.**

**As a reminder, this road closure request does not change the area of the American Legion's liquor license. All sales and consumption must remain in the licensed area.**

You are responsible for the closure and appropriate marking. Closures must be placed at the associated closure locations. Any barricades should clearly establish a barrier between the closed roadway and the travel portion of the road. If you need to rent barricades, you may contact Street Department Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It would be your responsibility to make these arrangements with Mr. Mousel.

This scanned copy should suffice if there are questions. If you prefer a copy with original signature let me know. If I missed or misconstrued something please let me know.

Respectfully

Chris Brandes  
Public Safety Director  
Chief of Police  
Nevada Public Safety Department

Cc: Jordan Cook, City Administrator  
Joe Mousel, Street Department  
Command Staff NPSD  
Mayor, City Council