

****Swearing in of newly appointed Council Members; terms to begin January 1, 2026**



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, DECEMBER 8, 2025 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

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

Please call City Hall at 515-382-5466 or email kwright@cityofnevadaiaowa.org by 4:00 p.m. Monday, December 8, 2025

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Nevada Cubs Football Recognition
5. Approve City Administrator's Recommendation to Appoint Erin Mousel as City Clerk/Employee Services Director Effective December 8, 2025
6. PUBLIC HEARING(S)
 - A. Public hearing on a proposed development agreement with Mid-States Material Handling & Fabrication, Inc.
 1. Public Hearing
 2. Resolution No. 031 (2025/2026): Resolution Approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

7. 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 November 24, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 89335-89401 and Electronic Numbers 4484-4496 (Inclusive) Totaling \$439,101.20 (See attached list); the First Interstate Card Purchases for the December 19, 2025 Statement, total \$5,972.35; and Sam's Club Card Purchases for December 22, 2025 Statement, total \$632.79
- C. Approve Pay Request No. 6 (1 of 2), Nevada Housing Rehab Program, Contract 2024-06 in the amount of \$4,193.00 to West Shore Home, LLC (Reimburse Property owner) for property at 725 F Ave
- D. Approve Pay Request No. 7, Nevada Housing Rehab Program, Contract 2024-06 in the amount of \$10,000.00 to Ullman Construction for property at 1338 7th Street
- E. Approve Pay Request No. 8, Nevada Housing Rehab Program, Contract 2024-06 in the amount of \$7,162.66 to Chad Johnson for property at 520 E Ave
- F. Approve Pay Request No. 9 (2 of 2), Nevada Housing Rehab Program, Contract 2024-06 in the amount of \$4,900.00 to West Shore Home, LLC (Reimburse Property Owner) for property at 725 F Ave
- G. Approval of Garbage Licenses for 2026
 - 1. Arends Sanitation
 - 2. Aspen Waste Systems
 - 3. Pratt Sanitation
 - 4. Garbage Guys
 - 5. Watters Sanitary Service, Inc
- H. Approve Tax Abatement
 - 1. Permit #BP-2025-252, 712 Academy Circle, New Home
 - 2. Permit #BP-2025-250, 621 Academy Circle, New Home
 - 3. Permit #BP-2025-251, 710 Academy Circle, New Home
 - 4. Permit #BP-2025-253, 757 Academy Circle, New Home
 - 5. 403 Maple Ave, New Garage

8. **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.

9. Approve Change Order No. 3 for Oak Park Estates Trail from MidState Solution, LLC in the reduction of (\$150.00)

10. Approve Pay Request No. 3 for Oak Park Estates Trail from MidState Solution, LLC in the amount of \$57,229.03

11. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, third and final reading

12. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a Fire Hazard, third and final reading

13. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, third and final reading
14. Ordinance No. 1074 (2025/2026): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges, third and final reading
15. Ordinance No. 1075 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Off-Street Parking Requirements, second reading
16. Resolution No. 032 (2025/2026): A Resolution Approving Contract with EnviroNET for Professional Environmental Services Lead Based Paint Inspections and Asbestos Inspections
17. Resolution No. 033 (2025/2026): A Resolution Approving Master Professional Services Agreement with HR Green, Inc., for GIS Services
18. Resolution No. 034 (2025/2026): A Resolution Approving Drainage Maintenance and Easement Agreement and accepting Temporary Access Easement
19. Discussion and Appropriate Follow-up Regarding PFAS Lawsuit
20. REPORTS – City Administrator/Mayor/Council/Staff
21. ADJOURN

The agenda was posted on the official bulletin board on December 5, 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, DECEMBER 8, 2025 – 6:00 P.M.**

9. Approve Change Order No. 3 for Oak Park Estates Trail from MidState Solution, LLC in the reduction of (\$150.00)
Enclosed you shall find the engineers recommendation and change order
10. Approve Pay Request No. 3 for Oak Park Estates Trail from MidState Solution, LLC in the amount of \$57,229.03
Enclosed you shall find the engineers recommendation and pay request
11. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, third and final reading
Enclosed you shall find the final readings of the three ordinances regarding first floor occupancy of buildings in the downtown corridor district.
12. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a Fire Hazard, third and final reading
13. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, third and final reading
14. Ordinance No. 1074 (2025/2026): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges, third and final reading
Enclosed you shall find the final reading of the sewer rate ordinance showing residential customer utility estimates.
15. Ordinance No. 1075 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Off-Street Parking Requirements, second reading
Enclosed you shall find the second reading of the ordinance updating off street parking.
16. Resolution No. 032 (2025/2026): A Resolution Approving Contract with EnviroNET for Professional Environmental Servies Lead Based Paint Inspections and Asbestos Inspections
Enclosed you shall find the resolution approving the contract with EnviroNET for Lead/Asbestos Inspections as part of the CDBG Downtown Façade Grant.

17. Resolution No. 033 (2025/2026): A Resolution Approving Master Professional Services Agreement with HR Green, Inc., for GIS Services

Enclosed you shall find the resolution approving the master agreement with HR Green for GIS Services

18. Resolution No. 034 (2025/2026): A Resolution Approving Drainage Maintenance and Easement Agreement and accepting Temporary Access Easement

Enclosed you shall find the resolution as well as three attachments providing some additional history.

19. Discussion and Appropriate Follow-up Regarding PFAS Lawsuit

Jordan will provide additional information for discussion at the meeting.



PROCLAMATION
NEVADA CUBS
2025 3A STATE FOOTBALL CHAMPIONS

WHEREAS, the Nevada Cubs Football Team completed a remarkable and historic season, culminating in winning the first state football championship in the history of Nevada High School; and

WHEREAS, this unprecedented achievement represents a milestone not only for the football program but also for the entire community, marking a moment of pride that will be remembered for generations; and

WHEREAS, throughout the season, the Cubs demonstrated exceptional athletic skill, discipline, resilience, and teamwork, earning respect from competitors across the state and bringing honor to the City of Nevada; and

WHEREAS, Head Coach Andy Kleeman, along with Assistant Coaches Cary Thompson, Todd Sampson, Bennett Thompson, Brook Thompson, Corey Barloon, Ben Ackerman, Justin Evans, and Bernie Stevenson, provided outstanding leadership, guidance, and mentorship, fostering a culture of excellence both on and off the field; and

WHEREAS, the players of the Nevada Cubs Football Team exhibited remarkable dedication and perseverance, overcoming challenges and rising to the occasion to secure a truly historic victory; and

WHEREAS, this first-ever state football championship has reinforced a sense of unity, community pride, and celebration throughout the City of Nevada, inspiring younger athletes and strengthening the bond between the school district, families, alumni, and residents; and

WHEREAS, the City Council of the City of Nevada wishes to formally honor this extraordinary achievement and recognize the team's lasting contribution to the community's history and spirit;

NOW, THEREFORE, BE IT PROCLAIMED, that I, Ryan Condon, Mayor of the City of Nevada, on behalf of the City Council, do hereby recognize and congratulate the 2025 Nevada Cubs Football Team for winning the 3A State Championship, and encourage all residents to join in celebrating this exceptional accomplishment.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Nevada, Iowa to be affixed this 8th day of December, 2025.

Ryan Condon, Mayor

RESOLUTION NO. 031 (2025/2026)

Resolution Approving Development Agreement with Mid-States Material Handling & Fabrication, Inc., Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Nevada, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Nevada Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement (the "Agreement") between the City and Mid-States Material Handling & Fabrication, Inc. (the "Company") has been prepared in connection with the expansion by the Company of its manufacturing facilities in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments the Company in a total amount not exceeding \$300,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on December 8, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments the Company thereunder.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor and the City Administrator are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Mid-States Manufacturing Facilities Subfund"), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1108350180.

Section 5. The City hereby pledges to the payment of the Agreement the Mid-States Manufacturing Facilities Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Mid-States Manufacturing Facilities Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the county auditor of Story County to evidence the continuing pledging of the Mid-States Manufacturing Facilities Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the county auditor shall allocate

the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

~~Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.~~

Passed and approved December 8, 2025.

Ryan Condon, Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Ryan Condon, Mayor

Attest:

City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, Clerk of the City of Nevada, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into by and between the City of Nevada, Iowa (the "City"), and ~~Mid-States Material Handling & Fabrication, Inc.~~ (the "Company") as of the ____ day of _____, 2025 (the "Commencement Date").

WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the Company has proposed to undertake the construction of a 55,000 square foot expansion of its manufacturing facilities for use in its business operations on the Property ("the Project"); and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of undertaking the Project; and

WHEREAS, for purposes of calculating Incremental Property Tax Revenues (as herein defined) under this Agreement and Section 403.19 of the Code of Iowa, the base taxable valuation of the Property, after reduction for the commercial rollback percentage, shall be the assessed taxable valuation of the Property as of January 1, 2025 (the "Base Valuation"); and

WHEREAS, the term of this Agreement (the "Term") shall begin on the Commencement Date and shall end on the earlier of (a) the date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total, or (b) June 1, 2033 (all capitalized terms as defined in this Agreement); and

WHEREAS, Chapter 403 of the Code of Iowa authorizes cities to establish urban renewal areas and to undertake economic development projects; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. **Project Construction.** The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term. Furthermore, the Company agrees to invest not less than **\$6,030,000** into capital improvements for the Project, including construction work and other furnishings, as shown in the budget for the Project included in the IEDA Contract (as hereinafter defined). The Company shall submit a detailed site plan (the "Site Plan") for the development of the Project to the City by April 30, 2026. Upon approval by the City, the Site Plan shall be attached hereto as Exhibit B hereto. The Company agrees to construct the Project in accordance with the Site Plan and to make

commercially reasonable efforts to substantially complete such construction by no later than December 31, 2026.

2. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment as part of the certification required under Section A.3 of this Agreement.

3. **Company's Certifications.** The Company agrees to submit documentation by no later than October 15 of each year during the Term, commencing on October 15, 2027, demonstrating to the reasonable satisfaction of the City that the completed Project is being maintained and used as part of the Company's business operations.

4. **Economic Development Assistance Contract.** The Company agrees that it will enter into an Economic Development Assistance Contract (the "IEDA Contract") with the Iowa Economic Development Authority (the "IEDA"). At such time that the IEDA Contract is executed, it shall be inserted as Exhibit C of this Agreement. The Company agrees to submit documentation as part of the certification required under Section A.3 of this Agreement, demonstrating to the reasonable satisfaction of the City that the Company is in compliance with the requirements of the IEDA Contract. The Company may meet this obligation by providing the City with a copy of the Annual Status Report provided to IEDA under the terms of the IEDA Contract. Furthermore, the Company agrees to provide written notice to the City within thirty (30) days of the receipt of any notification from IEDA that the Company has fallen out of compliance with the requirements of the IEDA Contract.

5. **Property Tax Payment Certification.** For purposes of this Agreement "Annual Percentage" shall mean the annual percentage in effect from time to time as set forth in the following table:

Fiscal Year of City	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

As part of the certification required under Section A.3 of this Agreement, the Company agrees to provide an estimate (the "Company's Estimate") of the Incremental Property Tax Revenues anticipated to be paid by the Company during the fiscal year beginning July 1 following such certification, multiplied by the applicable Annual Percentage. When providing each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The Company acknowledges that the first Company's Estimate must be submitted by

no later than October 15, 2027. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the amounts submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Story County, in excess the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Default Provisions.

a. Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iii) Failure by the Company to comply with the IEDA contract.
- (iv) Failure by the Company to observe or perform any other material covenant on their part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

7. **Legal and Administrative Costs.** The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the "Actual Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold amounts from the Payments, as hereafter defined,

until the total of such withheld amounts equals the lesser of \$8,000 or the Actual Admin Costs (the "Admin Withholding Amount").

B. City's Obligations

1. **Payments.** In recognition of the Company's obligations set out above, the City agrees to make five (5) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments to be made under this Agreement during the Term shall not exceed \$300,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Story County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the City will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the City, the Payments shall be made as set forth herein. For the avoidance of doubt, the Admin Withholding Amount shall not be considered a Payment for purposes of computing the Maximum Payment Total.

Each Payment shall not exceed an amount which represents the then-current Annual Percentage multiplied by the Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

It is assumed that the new valuation from the Project will go on the property tax rolls as of January 1, 2027. Accordingly, the Payments will be made on June 1 of each fiscal year, beginning on June 1, 2029 and continuing to, and including, June 1, 2033, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. **Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2027, the City Council shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2033.

3. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2029, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2027) provided, however, that no Payment shall exceed an amount which represents the Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Story County Treasurer attributable to the taxable incremental valuation of the Property in the twelve (12) months immediately preceding each Payment date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Story County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF NEVADA, IOWA

By: _____
Mayor Ryan Condon

Attest:

City Clerk

MID-STATES MATERIAL HANDLING &
FABRICATION, INC.

By: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Nevada, Story County, State of Iowa bearing Story County Property Tax Parcel Identification Number 1108350180.

EXHIBIT B

SITE PLAN

EXHIBIT C
IEDA CONTRACT

EXHIBIT D

**ANNUAL TIF WORKSHEET
COMPANY'S ESTIMATE**

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) TIF Estimate (\$_____ x Annual Percentage = Annual Percentage Estimate (\$_____).

Fiscal Year of City	Annual Percentage
First Payment Year	75%
Second Payment Year	60%
Third Payment Year	50%
Fourth Payment Year	50%
Fifth Payment Year	50%

- (8) Subtract anticipated property tax credits from the Annual Percentage Estimate = \$_____ (the "Company's Estimate")

NEVADA CITY COUNCIL – MONDAY, NOVEMBER 24, 2025 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, November 24, 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: Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: Luke Spence.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Devin Cornish, Joe Mousel, Ray Reynolds, Amanda Brewer, Rhonda Maier, Chris Brandes, Ryan Hutton.

Also in attendance were: Brenda Dyer, Chad Climann, Ben Dubois, Marilyn Condon, Tiffany Vargas, Rolando Vargas, Jim Samuelson, Mike Sauer, Andy Kelly, Shane Heintz, Jane Heintz, Sue Vandekamp, Emily Schaack, Riley Schaack, Brian Hanson, Gavin Stone, Mark Peebler, Carl Arends, Belinda Scavone-Martin.

3. APPROVAL OF AGENDA

Motion by Dane Nealson, seconded by Sandy Ehrig, to approve the agenda with the removal of Item 4I from the Consent Agenda for separate consideration. After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Corbin, Sampson, Skaggs. 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 Jason Sampson, seconded by Henry Corbin, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on November 10, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 89256-89337 and Electronic Numbers 4329-4414 (Inclusive) Totaling \$1,505,442.52 (See attached list)
- C. Approve Financial Reports for Month of October, 2025
- D. Approve Renewal of Class "C" Retail Alcohol License for MI CASITA INC d/b/a/ MI CASITA, 1115 6th Street, Effective December 15, 2025
- E. Approve Renewal of Class "C" Retail Alcohol License for Deniz Gracy LLC d/b/a/ El Mezcalito, 1210 6th Street, Effective November 18, 2025 (timely filed)
- F. Accept and File the Annual Financial Report for FY24/25
- G. Accept and File City Street Finance Report for FY24/25
- H. Resolution No. 027 (2025/2026): A Resolution Accepting Plat of Survey for Rossi-Stefani Subdivision, Nevada, Story County, Iowa
- I. ~~Resolution No. 028 (2025/2026): A Resolution Approving an Agreement with Safe Building Services for Inspections and Plan Reviews~~ **Removed for separate consideration**

J. Approve 2026 Meeting Dates

K. Approve Pay Request No. 5, Nevada Housing Rehab Program, Contract 2024-06 in the amount of \$8,200.00 to Wirtzy Construction for property at 137 N Ave, after receipt of funds from SCHAT

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

- 4l. Resolution No. 028 (2025/2026): A Resolution Approving an Agreement with Safe Building Services for Inspections and Plan Reviews

Motion by Dane Nealson, seconded by Jason Sampson, to **adopt Resolution No. 028 (2025/2026) adding language that specifies "only the services requested by the city".**

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

5. PUBLIC FORUM:

Brenda Dryer announced the official ground breaking for the Sierra Heights Project and added that Nevada has been selected for a 2025 Alliance Community Impact Award for the Oak Park Estates Trail Project.

Main Street Nevada Director Emily Schaack thanked the Council for all they do for the City and other organizations and spoke about many of the positive things happening in the Nevada Community.

6. Resolution No. 029 (2025/2026): A Resolution Accepting the Wastewater Treatment Facility – Phase 4, Project as Complete

Motion by Jason Sampson, seconded by Steve Skaggs, to **adopt Resolution No. 029 (2025/2026).** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Corbin, Nealson. Nay: None. The Mayor declared the motion carried.

7. Approve Pay Request No. 20 for WWTF Improvements-Phase 4 from OnTrack Construction in the amount of \$7,280.05

Motion by Henry Corbin, seconded by Dane Nealson, to **approve Pay Request No. 20 for WWTF Improvements-Phase 4 from OnTrack Construction in the amount of \$7,280.05.**

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

8. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, second reading

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Ordinance, No. 1070 (2025/2026), second reading.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

9. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a Fire Hazard, second reading

Motion by Henry Corbin, seconded by Sandy Ehrig, to **approve Ordinance, No. 1071 (2025/2026), second reading.** After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

10. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, second reading

Motion by Dane Nealson, seconded by Steve Skaggs, to **approve Ordinance, No. 1072 (2025/2026), second reading.** After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

11. Ordinance No. 1074 (2025/2026): An Ordinance Amending the Code of Ordinances of the City of Nevada, Iowa, 2006, by Amending Provisions Pertaining to Sewer use Charges, second reading

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve Ordinance, No. 1074 (2025/2026), second reading.** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

12. Ordinance No. 1075 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Off-Street Parking Requirements, first reading

Motion by Jason Sampson, seconded by Steve Skaggs, to **approve Ordinance, No. 1075 (2025/2026), first reading.** After due consideration and discussion the roll was called. Aye: Sampson, Skaggs, Ehrig, Nealson. Nay: Corbin. The Mayor declared the motion carried.

13. Discussion and Appropriate Follow up Regarding Resource Recovery Plant

The City received an updated 28E Agreement for the new Resource Recovery Center that the City of Ames will be building. Gavin Stone with Pratt Sanitation and Mark Peebler with the City of Ames both spoke regarding the updates in regulations and the changes coming ahead for trash collection and hauling. City Administrator Cook will look into options outside of Ames for the City.

14. Resolution No. 030 (2025/2026): Resolution Setting a Date of Meeting at which it is Proposed to Approve a Development Agreement with Mid-States Material Handling & Fabrication, Inc., Including Annual Appropriation Tax Increment Payments

Motion by Steve Skaggs, seconded by Dane Nealson, to **adopt Resolution No. 030 (2025/2026).** After due consideration and discussion the roll was called. Aye: Skaggs, Nealson, Sampson, Ehrig, 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 Jason Sampson, 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: _____

Item # 7B
Date: 12/8/25

CITY OF NEVADA CLAIMS 12/8/25

PAYEE	DESCRIPTION	AMOUNT	CHECK#
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 11/23/2025	30,007.08	4484
IPERS	IPERS IPERS COUNCIL Pay Period: 11/09/2025	41,939.02	4485
RELiance STANDARD	RELiance RELiance Pay Period: 11/23/2025	992.70	4486
TREASURER STATE OF IA	STATE WITHHOLDING TAX Pay Period: 11/09/2025	6,617.42	4487
CORNISH, DEVIN	HSA Pay Period: 11/23/2025	50.00	4488
HUTTON, RYAN	HSA Pay Period: 11/23/2026	320.84	4489
SYDNES, KELLAN	HSA Pay Period: 11/23/2027	50.00	4490
WAGeworks/HEALTH EQUITY	FSA 2024 PMTS	360.00	4491
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	841.72	4492
WAGeworks/HEALTH EQUITY	FSA 2025 10% PREFUND	3,761.95	4493
WAGeworks/HEALTH EQUITY	FSA 2024 PMTS	3.91	4494
TREASURER STATE OF IA	SALES TAX 11/2025	11,980.11	4495
TREASURER STATE OF IA	WET 11/2025	10,090.09	4496
WAGeworks/HEALTH EQUITY	VOID	-220.05	89335
DELTA DENTAL OF IA	DENTAL 12/2025	4,102.82	89338
FIDELITY SECURITY LIFE	VISION 12/2025	1,044.75	89339
WELLMARK	HEALTH 12/2025	47,500.65	89340
AFLAC	AFLAC AFTER TAX Pay Period: 11/09/2025	696.21	89341
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 11/23/2025	122.02	89342
MISSION SQUARE 303097	DEFERRED COMPENSATION Pay Period: 11/23/2025	575.00	89343
ALLIANT	ALL-UTILITIES	8,851.88	89344
NEVADA POSTMASTER	UTILITY BILLING POSTAGE	1,118.63	89345
ON TRACK CONST	WWTF PH4-PR#20, FINAL	7,280.05	89346
WAGeworks/HEALTH EQUITY	PR-FLEX BENEFIT FEE	204.25	89347
WIRTZY CONSTRUCTION	SCHTF-JUNKER/BANK 137 N AVE	8,200.00	89348
ACCESS SYSTEMS INC	MXC407P CITY CLERK	683.94	89349
ACME TOOLS	FD- TOOLS	1,587.99	89350
ALLIANT UTILITIES	ALL-UTILITIES	20,292.27	89351
AMAZON CAPITAL SERVICES	ALL-SUPPLIES	560.15	89352
ARNOLD MOTOR SUPPLY	STS/WWT/STS-SUPPLIES	485.65	89353
BEATY, RAY	PD-CPR KODER	298.00	89354
BIG 8 TYRE CENTER	PKM/WTR/PD-RPR	478.05	89355
CAPITAL SANITARY SUPPLY	FH-SUPPLIES	366.64	89356
CASTELLUM HOLDINGS LLC	INS-REMB-1115M	30,748.17	89357
CENTRAL IA BROADBAND	FH-INTERNET	750.00	89358
COMPUTER RES SPECIALIST	ALL-IT SVCS	7,002.42	89359
CURTIS ARCHITECTURE & DESIGN	DT NEVADA DTR CDBG FACADE IMP PROJ	11,106.19	89360
DAKOTA SUPPLY GROUP	STS LOCATOR	14.15	89361
DANKO	FD-BOOTS	370.06	89362
DRAINTECH	STS SEWER	460.00	89363
ELECTRIC PUMP	WTR-PROCESS EQUIP>REPAIR	710.75	89364
EMERGENCY TECHNICAL DEC	FD-BUNKER COAT REPAIR	113.00	89365
EMERY, BRENDA	SNR CTR-REFUND	150.00	89366
ESRI INC	GIS ANNUAL SUBSCRIPTION	5,025.00	89367
FAREWAY	REC-SNR THANKSGIVING	111.76	89368
FIRSTNET	PD-1ST RESP NETWORK	412.70	89369
GLOBAL MUSIC RIGHTS	ED-MUSIC RIGHTS	850.00	89370
GRAINGER	WTR-SAFETY GLASSES	55.08	89371
HACH	WTR-LAB SUPPLIES	623.77	89372
HARBOR FREIGHT	STS SNOWPLOW RPR	34.97	89373
HAWKINS INC	WTR-CHEMICALS	5,056.16	89374
HETZLER & RHODES	STS-PATCH1737 6TH ST	1,990.51	89375
HOKEL	WWT/ED/STS-SUPPLIES	106.79	89376
HR GREEN, INC	ENG	25,788.50	89377

IA ONE CALL	ONE CALLS	145.30	89378
IA POLICE CHIEFS ASSOC	PD-BRANDES MEMB	125.00	89379
IAFC MEMBERSHIP	FD-IAFC MEMBERSHIP	122.50	89380
LEXIPOL LLC	EMS-TRNG PLATFORM	381.50	89381
MADISON NATIONAL LIFE INS	WWTA-LIFE INS	489.17	89382
MARSHALLTOWN ALARM	WWT-YRLY ALARM MONITORING	1,481.70	89383
MENARDS	FD/ED- OUTDOOR LIGHT	84.94	89384
MNG, INC	REC-SHIRTS	252.00	89385
MOTOROLA	PD-EVIDENCE SOFTWARE	2,559.34	89386
NEVADA COMMUNITY SCHOOL	WWT,FUEL	3,977.66	89387
NEVADA MONUMENT	CEM-POST DAMEION GLOCK	75.00	89388
NEVADA SENIORS	WTR/WWT-UTILTIY BILLS	225.00	89389
NUCARA	FD- MEDICATION OUTDATES	1,097.86	89390
REACH MEDIA NETWORK	FH-REACH 2026	717.50	89391
ROBBS TREE & STUMP SERV	STS TREE REMOVAL	3,000.00	89392
SALTECH SYSTEMS	ADM-WEB HOSTING	153.70	89393
SCHULING HITCH	ED/WWT-SUPPLIES	469.20	89394
SIGLER CO	OUR NEVADA	2,602.68	89395
THE CTK GROUP	PD-HUTTON TRAINING	500.00	89396
T-MOBILE	ALL-GEO TABS	125.10	89397
VAN WALL	FD-VEHICLE PARTS VEH 1 UHP VALVE	50.30	89398
WHKS & CO.	WWT-GEN ENG	21,740.50	89399
WINDSTREAM	ALL-UTILITIES	281.95	89400
ZIMCO	PKM-GRASS SEED	1,108.00	89401
	PAYROLL EFT (4415-4483)	94,611.58	
	ACCOUNTS PAYABLE TOTAL	439,101.20	

Vendor # 1170

20251201

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 12/8/2025 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
10/29/2025	Delta	CA-Travel	35.00	62365218945	0016136240
10/29/2025	DSM Parking	CA-Travel	70.00	20103671	0016136240
11/1/2025	Go Daddy	ADM, Website/Emails	22.97	3936776005	121-613-6431
11/12/2025	Sangoma	Water Plant	31.19	0896202	600-811-6373
		Wastewater Pl	31.19		610-816-6373
		Library	31.19		001-410-6373
		Fire Dept	31.20		001-150-6373
		Police Dept	31.20		001-110-6373
		ST Dept	31.20		110-210-6373
		City Hall	31.20		001-620-6373
		Cemetery	31.20		001-450-6373
		Parks Mnt	31.20		001-431-6373
11/14/2025	IA Dept of Agriculture	PKS, Pesticide Lic Renewal - Kingsbury	15.00	IOWAGR016485006	001-431-6479
11/14/2025	IA Dept of Agriculture	STS, Pest Lic Renew-Harrison, Tendall, Holl, Doug	60.00	IOWAGR016485006	110-210-6240
11/19/2025	Zoom	ADM, Website	76.78	INV330476401	121-613-6431
11/21/2025	Neogov	ADM, Finance Dir Job Posting	199	000ARh	001-620-6491
10/29/2025	Action Targets	PSD, Targets	482.91	W367087	001-110-6559
10/30/2025	IA DNR Fees	WWT, Permit	180.91	40347-39968	616-817-6474
11/5/2025	Employercentral	ADM, Finance Dir Job Posting	100.00	EC30252	600-814-6240
11/5/2025	Employercentral	ADM, Finance Dir Job Posting	99.00	EC30252	610-818-6240
11/5/2025	IAMU	WTR-Water/WWTR Conf-Ludwig & Hovick	737.50	200013526	600-811-6240
11/6/2025	IA DNR Fees	WWT, Permit	88.66	2253990	610-816-6474
11/13/2025	Automotive Lift Service	PKS, Parts	550.00	5882	001-431-6341
11/14/2025	IA DNR Fees	WRT, Hovick Op3	83.54	22595886	600-811-6479
11/17/2025	Twilio	ADM, Notifications	18.34	20251116	121-613-6431
10/30/2025	Facebook	LIB, ads	9.00	20251030	001-410-6402
11/1/2025	Facebook	LIB, ads	1.54	20251101	001-410-6402
11/6/2025	USPS	LIB, postage	4.96	9555 1120 1066 5310 4458 87	001-410-6508
11/12/2025	Microsoft	LIB, software	42	E0700Y5H8W	001-410-6420
11/17/2025	USPS	LIB, postage	12.97	60232C	001-410-6508
11/19/2025	Walmart	LIB, Supplies	59.27	2000138-89799434	169-413-6750
10/27/2025	SP Nays	REC, Manuals	109.35	3250	001-442-6599
11/7/2025	Americinn Cedar Rapids	REC, Training	434.56	8511EE033047	001-435-6240
11/8/2025	Nevada Boosters	REC, Tournament Registration	200.00	65314C	001-471-6599
11/9/2025	Kwik Star	REC, Conf Fuel	32.24	10339233	001-435-6240
11/12/2025	SP Outdoorsness	Rotary Gazebo	1,657.11	IN24-11887	121-431-6464
11/12/2025	Dog Waste Depot	Rotary Gazebo	337.97	790914	121-431-6464
10/19/2025	Returned Check Fee-Credit		-29.00		001-620-6499
			5,972.35		

POSTING & PAYMENT DATE:

December 19, 2025

City Administrator

Vendor #1403

20251204

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 12/8/2025 W/CLAIMS

<u>Tran Date</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
11/17/2025	REC, Supplies	338.13	P92800A201JR58HP	001-443-6599
11/18/2025	REC, Thanksgiving Luncheon	231.94	P92800A301JXR94N	001-431-6599
11/18/2025	STS, Supplies	62.72	P92800A301A3DY0N	110-210-6599

632.79

POSTING & PAYMENT DATE:

December 22, 2025

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\Sam's Club

Exhibit B
PAYMENT REQUEST FORM

Name and Address: City of Nevada

Contract Number: 2024-06

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of February 20, 2024 (the "Agreement"), between the SCHAT and the City of Nevada (the "Grantee"), the SCHAT is hereby requested to pay to the Grantee the sum of **\$4,193** for reimbursement (include invoices corresponding to, supporting, and documenting the request).

Such amount represents payments for: (please include project description and location):

IT IS HEREBY CERTIFIED THAT: 725 F Ave – 4 window replacement

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

AUTHORIZED GRANTEE REPRESENTATIVE:

Date: November 25, 2025

Signature

Brenda S. Dwyer – Project Advisor

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

Exhibit B
PAYMENT REQUEST FORM

Name and Address: City of Nevada

Contract Number: 2024-06

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of February 20, 2024 (the "Agreement"), between the SCHAT and the City of Nevada (the "Grantee"), the SCHAT is hereby requested to pay to the Grantee the sum of **\$10,000** for reimbursement (include invoices corresponding to, supporting, and documenting the request).

Such amount represents payments for: (please include project description and location):

IT IS HEREBY CERTIFIED THAT: **bathroom and plumbing improvements - 1338 7th St Nevada**

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

AUTHORIZED GRANTEE REPRESENTATIVE:

Date: December 1, 2025

Signature

Brenda S. Dryer — Project Advisor

Send requests to Lucas Young at: lyoung@mid-iowaplanning.org

Invoice



Ullmann Construction LLC
639 N Avenue
Nevada, Iowa 50201
641.251.1438
Ullmannconstruction@gmail.com

DATE
11/30/2025
Invoice no.
1

Presented To:
Barb Charlson
1338 7th street Nevada Iowa 50201
Bathroom Quote
515.322.0070

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Custom 60" x 32" Onyx Shower base with drain right , surrond, and corner caddy with standard delta shower wand			\$3,250.00
Paint and flooring			\$275.00
Sliding shower door kit black trim			\$850.00
Plumbing Budget			\$1,500.00
2 Walk doors primed/ready to stain and casing			\$750.00
Labor to demo shower and install onyx shower system and doors and trim			\$3,500.00

Comments:

This price includes all the labor and the materials to: completely demo the existing tub shower and install an onyx shower system and a delta sliding glass door. Price also includes the demo and installation of the two doors as discussed and installation of 2 doors that are ready to finish.

SUBTOTAL	\$10,125.00
DISCOUNT	0.00
TAX RATE	0.00%
TOTAL TAX	0.00

Balance Due \$ 10,125.00

Make Checks Payable to Ullmann Construction LLC
Payment Due Upon recieving invoice

Exhibit B
PAYMENT REQUEST FORM

Name and Address: City of Nevada

Contract Number: 2024-06

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of February 20, 2024 (the "Agreement"), between the SCHAT and the City of Nevada (the "Grantee"), the SCHAT is hereby requested to pay to the Grantee the sum of **\$7,162.66** for reimbursement (include invoices corresponding to, supporting, and documenting the request).

Such amount represents payments for: (please include project description and location):

IT IS HEREBY CERTIFIED THAT: deck repairs - safety - 520 E Ave Nevada

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

AUTHORIZED GRANTEE REPRESENTATIVE:

Date: December 1, 2025

Signature

Brenda S. Dryer - Project Advisor

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

JOHNSON



Statement

Date: 12/2/2025

Statement # 1

Chad Johnson
2870 W 3rd Street
Nevada, IA 50201
(515) 231-7388

BILL
TO

Joan Heintz
520 E AVE
Nevada, IA 50201

Description					Amount	
Labor to build new deck on eastside of the home.					\$4,755.00	
Materials used on project.					\$2,407.66	
	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due		Amount Due
						\$7,162.66

Remittance	
Statement#	1
Date	
Amount Due	
Amount Enclosed	0

Please make all checks payable to **Chad Johnson**.

Thank you for your business!

Exhibit B
PAYMENT REQUEST FORM

Name and Address: City of Nevada

Contract Number: 2024-06

Pursuant to, and in accordance with, the provisions of the Grant Agreement dated as of February 20, 2024 (the "Agreement"), between the SCHAT and the City of Nevada (the "Grantee"), the SCHAT is hereby requested to pay to the Grantee the sum of **\$4,900** for reimbursement (include invoices corresponding to, supporting, and documenting the request).

Such amount represents payments for: (please include project description and location):

IT IS HEREBY CERTIFIED THAT: window replacement

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

AUTHORIZED GRANTEE REPRESENTATIVE:

Date: December 4, 2025

Signature

Brenda S. Dwyer — Project Advisor

Send requests to Lucas Young at: lyoung@mid-iowaplanning.org



Mad City Windows & Baths, LLC
4916 E Broadway
Madison, WI 53716

Vicki Sparks
725 F Avenue
Nevada, IA 50201

Account Description

Provide, install or replace the following products per your contract
Windows 9,800.00

There will be late fees of 1.5% on any balance due over the date of completion \$9,800.00



Mad City Windows & Baths, LLC
4916 E Broadway
Madison, WI 53716

Mad City Windows & Baths, LLC

Invoice Number: MC91181DM
Statement Date: 12/04/25

P.O. No.
Terms

MC91181DM
Cash

The invoice includes supplements, upgrades, and discounts. If you have any questions, please call the production office at 1-800-709-2110. Please remit payment so we can close your account and issue your warranty. Any repairs on your project will be covered under your warranty. We cannot issue your warranty or perform any repair work until your accounts are paid in full. An intent to lien will be filed for accounts 30 days past due.

THANK YOU FOR YOUR BUSINESS!!

Cash or balance due upon completion

Detach and retain the payment stub with your payment. Do not send back. Please write in black or blue ink.

Invoice Number: MC91181DM

Total Due \$4,900.00

Thank you for your business

\$ 4,900.00

Amount Enclosed Please make check payable to Mad City Windows & Baths, LLC

Item # 79
Date: 12/8/25

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____ RENEWAL X

I/We, Arendts Sanitation Inc address 1608 4th St - Nevada
do hereby, this 1st day of December, 2025 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2026 to December 31, 2026. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 125⁰⁰ (\$25 per vehicle – list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed
By Charlotte Arendts

- Vehicles:
1. 2009 Freightliner
 2. 2010 Freightliner
 3. 2014 Freightliner
 4. 2017 International
 5. 2022 International

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest: _____
City Clerk, City Administrator

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. ☒ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.

2. ☒ A complete and accurate listing of the number and type of collection and transportation equipment to be used;

'07 Freightliner - trash only

'10 Freightliner - trash only

'14 International - trash only

'17 International - trash only

'22 International - trash only

For the month of November only: Yard Waste may be picked up using one of the trucks listed.

3. ☒ A complete description of the frequency, routes and method of collection and transportation to be used;

Pick up in Nevada is on Wednesday for residential customers - Thursday is a holiday so on a Wednesday. Commercial customers are Monday thru Saturdays

Yard Waste is on Mondays - one of the above listed trucks may be used.

4. ☒ A statement as to the precise location and method of disposal or processing facilities to be used;

All trash goes to the Ames Resource Recovery Plant or the Boone County Landfill when the plant is closed & they divert it there. All yard waste is taken to the yard waste site on Fred Drive.

5. ☒ A certificate or affidavit of my insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and Should already have on file.

6. ☒ If a corporation, the names and addresses of the officers thereof.

Carl Arends - President

Charlotte Arends - Vice President

Address: 1704 5th St / Nevada

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____ RENEWAL X

I/We, Aspen Waste Systems address 1800 E Enclid Ave, Des Moines, IA 50313
do hereby, this 4th day of November, 2025 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2026 to December 31, 2026. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 450.00 (\$25 per vehicle – list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed

By 

Vehicles:

1. See attached sheet
2. _____
3. _____
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest: _____

City Clerk,

City Administrator



ASPEN WASTE SYSTEMS INC.

Aspen Waste Systems of Iowa, Inc
1800 East Euclid Ave
Des Moines, Iowa 50313

Phone: 515-974-1400
Fax: 515-974-1727

1. Employer ID #: 27-2160572
2. Frequency of routes: Monday thru Saturday
3. Trucks to be used: Mack & International Side Load, Front Load, Rear Load, Roll-off, and ASL.
4. Location of Disposal: Boone County Landfill
1268 – 224th Lane
Boone, IA 50036

Resource Recovery
110 Center Ave
Ames, IA 50010

Aspen Waste Systems of Iowa - Ames
Truck List

Truck #	Make	Year	Body/Hoist	Vin#	License #
305	Intl	2021	Side Load	3HAEKTAT1ML862464	KDT094
307	Intl	2017	Side Load	3HAWGTAT1KL374408	OLL026
308	Intl	2020	Side Load	3HTEKTAT3MN356825	OLL027
410	Mack	2021	Front Load	1M2TE1GC6MM005525	KDS234
412	Mack	2022	Front Load	1M2TE1GC2NM006950	LKN844
416	Mack	2024	Front Load	1M2TE2GC4RM010736	OAL873
419	Mack	2025	Front Load	1M2TE2GC5SM012744	PGS891
502	Intl	2021	Rear Load	3HAEKTAT4NL877266	LTP005
505	Intl	2023	Rear Load	3HAEKTAT9PL524704	NTV236
506	Mack	2024	Rear Load	1M2LR2GC5RM009633	OPW537
509	Mack	2024	Rear Load	1M2LR2GCXRM009580	OPT738
604	Mack	2012	Rolloff	1M2AX04C3CM011829	HHJ554
606	Mack	2016	Rolloff	1M2AX04C2GM027820	LKN294
609	Mack	2018	Rolloff	1M2AX04COJM038421	MHB397
617	Mack	2025	Rolloff	1M2GR2GC0SM048878	PWJ928
700	Mack	2025	ASL	1M2LR2GC4SM010312	OYT577
701	Mack	2025	ASL	1M2LR2GC9SM010452	PGN725
702	Mack	2025	ASL	1M2LR2GC7SM010451	PGR050

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____

RENEWAL X

I/We, Pratt Sanitation Inc address 60800 LINCOLN HWY
do hereby, this 21st day of _____, 2025 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2026 to December 31, 2026. **I have attached the following documents to this application:** 1) a Certificate of Satisfactory Inspection issued by the City of Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of the number and type of collection and transportation equipment to be used; 3) a complete description of the frequency, routes and method of collection and transportation to be used; 4) a statement as to the precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6) if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 200 (\$25 per vehicle – list below) is attached to this application. I further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its requirements and will conduct myself and my equipment accordingly.

Signed

By

Gavin Stone, President

Vehicles:

1. SEE ATTACHED
2. _____
3. _____
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest:

City Clerk,

City Administrator

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. _____ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.
WILL PROVIDE WHEN RECEIVED
2. _____ A complete and accurate listing of the number and type of collection and transportation equipment to be used;

See attached

3. _____ A complete description of the frequency, routes and method of collection and transportation to be used;

*Residential collection 1x/wk in rear load packer trucks
Commercial collection as needed in rear load packer trucks
C&D WASTE collected in roll off containers*

4. _____ A statement as to the precise location and method of disposal or processing facilities to be used;

*MSW to City of Ames Resource Recovery
C&D to BOONE COUNTY LANDFILL*

5. _____ A certificate or affidavit of my insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and

WILL PROVIDE WHEN NEW INSURANCE RENEWS IN MAY

6. _____ If a corporation, the names and addresses of the officers thereof.

Gavin Stone, President 3326 Park Side Dr Des Moines IA 50317

<u>TRUCK #</u>	<u>MAKE/MODEL</u>	<u>LICENSE PLATE</u>	<u>VIN</u>	
1407	2010 International	HQF127	1HTWCAAR3AJ240470	ROLL OFF
1409	1999 International	IL8571	1HTTGAET4XJ003217	ROLL OFF
1410	2007 Sterling	JWT791	2FZHAZCV27AX99289	ROLL OFF
1411	2022 Peterbilt	LHY953	2NP2HJ7X4NM773339	PACKER
1412	2022 Freightliner	MEI879	3ALACXFE6NDNK3873	PACKER
1413	2005 International	GRT492	1HTMMAAN75H136501	PACKER
1414	2014 Freightliner	PDM689	1FVHG5BS2EHFJ0571	ROLL OFF
1415	2007 Freightliner	QGI952	1FVACXCS17HX29433	PACKER

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____

RENEWAL ✓

PO Box 622

I/We, Garbage Guys address 52160 320TH St, Slater IA 50244
do hereby, this 20TH day of NOV., 2025 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2026 to December 31, 2026. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 50 (\$25 per vehicle - list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

*Ames does not do annual
inspections any longer.
All garbage is transported to Ames
Resource Recovery
We service Nevada primarily on*

Signed

By Paula Eschberg

Vehicles:

1. _____
2. _____
3. _____
4. _____
5. _____

*Thursday, but may need to come on other days for commercial accounts
and special pick-ups Insurance renews on Dec. 10, 2025.*

*See Attached New documents will be sent as
soon as we receive them.*

*Thank-You
Paula*

515-238-4590

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest:

City Clerk,

City Administrator

*Company Offices/Owners
Taylor Eschberg - 7322 NW 18TH St - Anthony Iowa
Clinton Eschberg - 608 11TH Ave - Slater IA
Paula Eschberg - 52160 320TH St - Slater IA*

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. _____ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106. *Ames no longer does yearly inspections*
2. _____ A complete and accurate listing of the number and type of collection and transportation equipment to be used; *see attached*

see attached

3. _____ A complete description of the frequency, routes and method of collection and transportation to be used;

see front

4. _____ A statement as to the precise location and method of disposal or processing facilities to be used;

see front

5. _____ A certificate or affidavit of my insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and

6. _____ If a corporation, the names and addresses of the officers thereof.

see front

Nevada

Highlighted vehicles are the trucks we typically use in Nevada.

GARBAGE GUYS TRUCK LIST - 10/10/25

Date
Acquired

LD/FILL#/OWNER	VIN #	MAKE	MODEL	YEAR	REG. MONTH	LICENSE #	STYLE	TONS
#1 GGUYS	3ALACXFC7JDJN7771	FREIGHTLINER	M2	2018	December	NPP391	REAR LOAD	21
#2 GGUYS	1GBM8C1C56F420383	CHEVY	C8C042	2006	August	MXU355	REAR LOAD	21
#4 GGUYS	2NP2HJ7X9KM626087	PETERBILT	337 R/OFF	2019	December	JDL356	REAR LOAD	20
#5 GGUYS	1FVHC3ES3CHBP3499	FREIGHTLINER	M2	2012	December	MEK983	REAR LOAD	24
#6 GRAND CAP.	1HTEJTXNHNH121127	INTERNATIONAL	HV607	2022	June	LBN168	REAR LOAD	22
#12 GGUYS	3ALACXFE8JDJN8526	FREIGHTLINER	M2	2018	December	LQM121	REAR LOAD	17
#23 GRAND CAP.	3BPZLJOX5FF299724	PETERBILT	SIDE LOAD	2015	November	MLQ338	SIDE LOAD	16
#16 GGUYS	1M2AUO4C1EM008746	MACK	LEU613 SIDE LOAD	2014	December	MEK984	SIDE LOAD	26
#15 GRAND CAP.	1M2AUO2COCM005787	MACK	SIDE LOAD	2012	November	MLQ339	SIDE LOAD	19
#17 GGUYS	1FVHC5CV47HH39404	FREIGHTLINER	M2 ROLL OFF	2007	June	MRA353	ROLL OFF	27
#21 GGUYS	1M2AT04C17M003150	MACK	CTP713 ROLL OFF	2007	December	LVG612	ROLL OFF	27
#18 GGUYS	1M2P267C3SMO22920	MACK	600 ROLL OFF	1995	June	LVG613	ROLL OFF	27
#19 GGUYS	1NKDX4TX6DJ341799	KENWORTH	T800 ROLL OFF	2013	December	NPP389	ROLL OFF	26
#20 GGUYS	1M2AX13C99M009342	MACK	GU712 ROLL OFF	2009	October	JWT897	ROLL OFF	26
#3 GGUYS	1M1BD02Y7AM001138	MACK	700 TITAN R/OFF	2010	December	JHX980	ROLL OFF	25
#22 GGUYS	1HTWNAZR5AJ208411	INTERNATIONAL	WORK STAR R/OFF	2010	April	NEY938	ROLL OFF	27
#13 GRAND CAP.	2NPILLD9X45M858893	PETERBILT	335 ROLL OFF	2005	December	LKJ752	ROLL OFF	19
#9 GGUYS	1FVHCYDC86HW02236	FREIGHTLINER	M2	2006	December	LVG505	REAR LOAD	26
#14 GRAND CAP.	3ALHCYFE5RDUMW3157	FREIGHTLINER	M2	2024	November	OEL549	REAR LOAD	26
#10 GRAND CAP.	3ALACXFE8RDUR6648	FREIGHTLINER	M2	2024	August	NMH826	REAR LOAD	14
#25 GRAND CAP.	3BPZLJOX8GF107083	PETERBILT	MODEL 320	2016	November	OEG675	SIDE LOAD	26
#11 GRAND CAP.	2FZMAZCVX5AU00950	STERLING	LT9500	2005	August	NMH825	ROLL OFF	20
CUBE VAN	1FDWE3FL1FDA13948	FORD	E350 SUPER DUTY	2015	June	KWW263	REPAIR/TIRE	5

#7

1FVHC3BS3841Z86152

Freightliner

M2106

2008

Oct

REAR LOAD

32

**APPLICATION
FOR
GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE**

UNDER PROVISIONS OF TITLE III - CHAPTER 106
OF THE CITY CODE OF NEVADA, IOWA.

NEW _____ RENEWAL ✓

I/We, Walters Sanitary Ser. Inc. address 1424 W - Marrie Eisenhower Hq. Boone, IA
do hereby, this 7 day of November, 2015 make application for a License/Renewal from the
City of Nevada, Iowa, pursuant to Chapter 106 of the City Code of Ordinances of Nevada, Iowa, to pick
up and haul garbage or refuse within the aforesaid City.

This License/Renewal to run from January 1, 2026 to December 31, 2026. I have attached the
following documents to this application: 1) a Certificate of Satisfactory Inspection issued by the City of
Ames that my equipment meets the requirements of Chapter 106; 2) A complete and accurate listing of
the number and type of collection and transportation equipment to be used; 3) a complete description of
the frequency, routes and method of collection and transportation to be used; 4) a statement as to the
precise location and method of disposal or processing facilities to be used; 5) a certificate or affidavit of
my Insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and 6)
if a corporation, the names and addresses of the officers thereof.

My License/Renewal fee of \$ 50.00 (\$25 per vehicle - list below) is attached to this application. I
further state that I have been issued a copy of Chapter 106 and that I am thoroughly familiar with all of its
requirements and will conduct myself and my equipment accordingly.

Signed

By Daniel E. Walters

Vehicles:

1. 2018 - International
2. 2021 - International Roll off
3. _____
4. _____
5. _____

For Official Use Only

Date Application received _____

Date Approved by Nevada City Council on _____

Attest:

City Clerk, _____

City Administrator _____

CHECK LIST OF ATTACHMENTS TO BE SENT ALONG WITH CHECK AND COMPLETED APPLICATION FOR GARBAGE AND SOLID WASTE HANDLERS AND HAULERS LICENSE

1. _____ Certificate of Satisfactory inspection issued by the City of Ames that my equipment meets the requirements of Nevada City Code, Chapter 106.

2. _____ A complete and accurate listing of the number and type of collection and transportation equipment to be used;

2018- International garbage truck and ten plus trucks
as back ups

2021- International roll off, we have five back ups

3. _____ A complete description of the frequency, routes and method of collection and transportation to be used;

Commercial only Tuesdays & Fridays garbage truck

Roll off boxes roll off truck

4. _____ A statement as to the precise location and method of disposal or processing facilities to be used;

Ames Resource Recovery Plant
110 - Center Ave
Ames, IA 50010

5. ☒ A certificate or affidavit of my insurance necessary under Chapter 106, meeting the minimum requirements of said Ordinance, and

6. _____ If a corporation, the names and addresses of the officers thereof.

James A. Walters 690 - Nature Rd. Boone, IA
Jason Engnell 1810 - Cinn St. Boone, IA

Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
Jones	Troy and Ester		403 Maple Ave (New Garage)
Wise	Janette	BP-2025-252	712 Academy Circle (New Home)
Dobbin	Thomas & JoAnn	BP-2025-250	621 Academy Circle (New Home)
Allen	Judith	BP-2025-251	710 Academy Circle (New Home)
Hess	Steven and Michele	BP-2025-253	757 Academy Circle (New Home)

Item # 9
Date: 12/8/25



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

HRGREEN.COM

December 3, 2025

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

Re: Oak Park Estates Trail
Change Order No. 3

Dear Jordan:

Attached is Change Order #3 for the Oak Park Estates Trail Project. The change order decreases the cost for a water valve extension, due to being able to adjust the existing valve to grade without an extension.

The total request for Change Order No. 3 is a reduction of \$150.00. We have reviewed and recommend approving the attached change order. Please execute the change order and distribute copies to all parties.

Sincerely,
HR Green, Inc.

A handwritten signature in blue ink, appearing to read 'BLM', written over a horizontal line.

Brandon L. Mickelson, P.E.
Project Manager

Cc: File

Enclosures

CHANGE ORDER

Distribution:

Owner	X
Contractor	X
HRG	X
Field	
Other	

PROJECT: Oak Park Estates Trail Nevada, Iowa	Charge Order No.	Change Order 3
	Date	December 3, 2025
To Contractor: MidState Solution, LLC PO Box 594 Baxter, IA 50028	Project No.	HRG 2502027
	Original Contract Date	July 28, 2025
<p>The contract is changed as follows: Make the following construction changes:</p> <ul style="list-style-type: none"> Water valve extension not required. Water valve adjustment performed. <p>Deduct from Contract (as shown on attached): -\$ 150.00</p>		
Original Contract Sum		\$ 220,950.00
Net change by previously authorized Change Orders		\$ 9,300.00
The Contract Sum prior to this Change Order was		\$ 230,250.00
The Contract Sum will be decreased by this Change Order in the amount of		\$ 150.00
The new Contract Sum including this Change order will be		\$ 230,100.00
The Contract Time will be increased by		0 Days
The date of Final Completion as of the date of this Change Order (With exception of utility conflict location) therefore is		October 30, 2025

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER

Engineer HR Green, Inc.	Contractor MidState Solution, LLC	Owner City of Nevada, IA
By	By	By
Date: 11/25/2025	Date: 11/28/25	Date:

Item # 10
Date: 12/8/25



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

HRGREEN.COM

December 3, 2025

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

Re: Oak Park Estates Trail
Contractor's Application for Payment No. 3

Dear Jordan:

Attached is an electronic copy of Payment Application No. 3 from MidState Solution LLC. for the Oak Park Estates Trail project. Items included in this application include topsoil, valve box adjustment, portion of asphalt trail, portion of seeding for winter stabilization, portion of railing due to it being built/stored and payment for change order number 2.

The total request for Payment Application No. 3 is \$57,229.03, or approximately 24.9% of the total contract. We have reviewed and recommend full partial payment of Payment Application No. 3 as submitted by MidState Solution LLC and updated/corrected by HRG. 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\3\ltr-20251203-NevadaOakParkEstatesTrail_Pay Request 3.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER

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

PROJECT

Oak Park Estates Trail

APPLICATION NO:

3

DISTRIBUTION TO:

OWNER
ENGINEER
CONTRACTOR

PERIOD TO:

11/30/25

FROM CONTRACTOR:

MidState Solution LLC
107 Harrison Dr
Baxter, IA 50028

Engineer:

H.R. Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404

PROJECT NO:

2502027

CONTRACT DATE:

7/28/2025

CONTRACT FOR: Oak Park Estates Trail

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER			
TOTAL		\$9,300.00	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
3.	12/8/2025		-\$150.00
TOTALS		\$9,300.00	-\$150.00
Net change by Change Orders		\$9,150.00	

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: MidState Solution LLC

By: *Spencer Myer* DATE: 12/11/25

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)

\$57,229.03

By: *Blair* Date: 11/30/2025

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.

1. ORIGINAL CONTRACT SUM \$220,950.00
2. Net change by Change Orders \$9,150.00
3. CONTRACT SUM TO DATE \$230,100.00
4. TOTAL COMPLETED & STORED TO DATE \$190,790.00

(Column G on G703)

5. RETAINAGE:

- a. 3% of completed work \$5,723.70
(Column D + E on G703)
- b. 3% of stored material \$0.00
(Column F on G703)

6. TOTAL EARNED LESS RETAINAGE \$185,066.30

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR

PAYMENT (Line 6 from prior Certificate)

\$127,837.27

8. CURRENT PAYMENT DUE

\$57,229.03

9. BALANCE TO FINISH, PLUS RETAINAGE

\$45,033.70

(Line 3 less Line 6)

Contractor's Monthly Payment Estimate

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

Estimate No. 3 Date: 11/30/2025

Period Ending: 11/30/2025

NO.	ITEM	CONTRACT			WORK COMPLETED							3% RETAINAGE
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	
1	CLEARING AND GRUBBING	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 2,500.00	\$ 75.00
2	TOPSOIL, ON-SITE	CY	552	\$ 18.00	\$ 9,936.00	276.00	\$ 4,968.00	200.00	\$ 3,600.00	476.00	\$ 8,568.00	\$ 257.04
3	EXCAVATION, CLASS 10	CY	237	\$ 15.00	\$ 3,555.00	237.00	\$ 3,555.00	0.00	\$ -	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	1,262.00	\$ 17,688.00	0.00	\$ -	1,262.00	\$ 17,688.00	\$ 530.04
6	VALVE BOX ADJUSTMENT (CON#3)	EA	1	\$ 100.00	\$ 100.00	0.00	\$ -	1.00	\$ 100.00	1.00	\$ 100.00	\$ 3.00
7	GURB AND GUTTER REMOVAL AND REPLACEMENT	LF	40	\$ 93.00	\$ 3,720.00	40.00	\$ 3,720.00	0.00	\$ -	40.00	\$ 3,720.00	\$ 111.60
8	SHARED USE PATH, HMA, 6"	SY	1083	\$ 48.00	\$ 52,464.00	0.00	\$ -	803.00	\$ 38,544.00	803.00	\$ 38,544.00	\$ 1,156.32
9	SPECIAL SUBGRADE PREPARATION FOR SHARED	SY	1435	\$ 6.00	\$ 8,610.00	1,435.00	\$ 8,610.00	0.00	\$ -	1,435.00	\$ 8,610.00	\$ 258.30
10	SEWALK, PCC, 6"	SY	103	\$ 90.00	\$ 9,270.00	92.00	\$ 8,280.00	0.00	\$ -	92.00	\$ 8,280.00	\$ 248.40
11	DETECTABLE WARNING	SF	87	\$ 35.00	\$ 3,045.00	79.00	\$ 2,765.00	0.00	\$ -	79.00	\$ 2,765.00	\$ 82.95
12	FULL DEPTH PATCHES, PCC, 7"	SY	40	\$ 131.00	\$ 5,240.00	40.00	\$ 5,240.00	0.00	\$ -	40.00	\$ 5,240.00	\$ 157.20
13	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 5,990.00	\$ 5,990.00	1.00	\$ 5,990.00	0.00	\$ -	1.00	\$ 5,990.00	\$ 179.70
14	CONVENTIONAL SEEDING, SEEDING, FERTILIZING	AC	0.5	\$ 4,300.00	\$ 2,150.00	0.00	\$ -	0.25	\$ 1,075.00	0.25	\$ 1,075.00	\$ 32.25
15	WATTLIES, 12", INSTALLATION	LF	2300	\$ 2.25	\$ 5,175.00	2,300.00	\$ 5,175.00	0.00	\$ -	2,300.00	\$ 5,175.00	\$ 155.25
16	WATTLIES, 12", REMOVAL	LF	2300	\$ 0.25	\$ 575.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
17	SEGMENTAL BLOCK RETAINING WALL, ROSETTA	SF	605	\$ 74.00	\$ 44,770.00	605.00	\$ 44,770.00	0.00	\$ -	605.00	\$ 44,770.00	\$ 1,343.10
18	SAFETY RAIL, POWDER COATED BLACK	LF	105	\$ 232.00	\$ 24,360.00	0.00	\$ -	52.50	\$ 12,180.00	52.50	\$ 12,180.00	\$ 365.40
19	CONSTRUCTION SURVEY	LS	1	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00	0.00	\$ -	1.00	\$ 5,250.00	\$ 157.50
20	MOBILIZATION	LS	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00	0.00	\$ -	1.00	\$ 7,500.00	\$ 225.00
21	CON#1 Additional Excavation and Embankment	LS	1	\$ 5,800.00	\$ 5,800.00	1.00	\$ 5,800.00	0.00	\$ -	1.00	\$ 5,800.00	\$ 174.00
22	CON#2 Remedialization and Traffic Control - Utility Conflict	LS	1	\$ 3,500.00	\$ 3,500.00	0.00	\$ -	1.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ 105.00
TOTAL					\$ 230,100.00		\$ 131,781.50		\$ 55,999.00		\$ 190,780.50	\$ 5,723.70
												#REF!

ORDINANCE NO. 1070 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 50 OF THE NEVADA MUNICIPAL CODE (NUISANCE ABATEMENT PROCEDURE) TO DECLARE STORAGE USES ON THE FIRST FLOOR OF MULTI-STORY BUILDINGS IN THE DOWNTOWN CORRIDOR DISTRICT A PUBLIC NUISANCE

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 50 (Nuisance Abatement Procedure); Section 50.02(12) titled Visible Interior Storage in Downtown Corridor, is hereby adopted to read as follows:

50.02(12) Visible Interior Storage in Downtown Corridor.

(A) The use of first-floor space in multi-story buildings within the Downtown Corridor (DC) District for excessive or unmanaged storage, where such storage is visible from the public right-of-way and detracts from the appearance, safety, or economic vitality of the district, is hereby declared a public nuisance.

(B) This provision applies only to buildings that are more than one story in height.

(C) For the purposes of this section, "storage" means the accumulation of goods, materials, boxes, furnishings, or other items in a manner that is not part of an active commercial display or permitted use; obstructs visibility into or out of the premises; creates a cluttered, disorganized, or unsafe appearance; or is excessive in volume or duration relative to the intended use of the space.

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. 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 1st Reading on this 10th day of November, 2025.

Passed and approved 2nd Reading on this 24th day of November, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1071 (2025/2026)
AN ORDINANCE AMENDING CHAPTER 145 OF THE NEVADA MUNICIPAL CODE
(DANGEROUS BUILDINGS) WITH REGARD TO STORAGE USES WHICH MAY CREATE A
FIRE HAZARD

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

SECTION 1. SECTION AMENDED. The Codes of Ordinances of the City of Nevada is amended by adding the following underlined language to Chapter 145 (Dangerous Buildings); Section 145.03(4) titled Fire Hazard, to read as follows:

4. Fire Hazard. Whenever any building or structure, because of dilapidated condition, deterioration, damage, or other cause, is determined by the Fire Marshal or Fire Chief to be a fire hazard.

The accumulation of excessive or unmanaged storage may be determined by the Fire Marshal or Fire Chief to be a fire hazard, in the event such storage of combustible materials such as papers, cartons, magazines, paints, sprays, old clothing, furniture or similar materials have the potential to create a fire hazard.

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. 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 1st Reading on this 10th day of November, 2025.

Passed and approved 2nd Reading on this 24th day of November, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1072 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 165 OF THE NEVADA MUNICIPAL CODE (LAND DEVELOPMENT – ZONING REGULATIONS) TO PROHIBIT STORAGE USES ON THE FIRST FLOOR OF MULTI-STORY BUILDINGS IN THE DOWNTOWN CORRIDOR DISTRICT

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 165 (Land Development – Zoning Regulations); Section 165.16(4) titled Storage Use Restrictions in the DC District, is hereby adopted to read as follows:

165.16 Supplemental Use Regulations: Storage Use Restrictions in the DC District.

- A. In the Downtown Corridor (DC) District, the use of the first floor of any building with more than one story for storage purposes is prohibited, except where such storage is clearly incidental and accessory to a permitted principal use on the same floor.
- B. This restriction shall not apply to buildings that are one story in height.
- C. For the purposes of this section, “storage” shall mean the use of space for the keeping of goods, materials, equipment, or personal property not intended for immediate sale, display, or active use.

SECTION 2. REPEALER. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed.

SECTION 3. SEVERABILITY. 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 1st Reading on this 10th day of November, 2025.

Passed and approved 2nd Reading on this 24th day of November, 2025.

Passed and approved 3rd and final Reading on this ____th day of _____, 2025.

Ryan Condon, Mayor

Kerin Wright, City Clerk

ORDINANCE NO. 1074 (2025/2026)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NEVADA, IOWA, 2006, BY AMENDING PROVISIONS PERTAINING TO SEWER USE CHARGES (CHAPTER 99)

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

SECTION 1. SECTION MODIFIED. Chapter 99 (Sewer Use Charges of the Code of Ordinances of the City of Nevada, Iowa, 2006, is amended to read as follows:

CHAPTER 99: SEWER USE CHARGES

99.01 PURPOSE.

It is determined and declared to be necessary and conducive to the protection of the public health, safety, welfare and convenience of the City to collect charges from all users. The proceeds of such charges so derived will be used for the purpose of operating, maintaining and retiring the debt for such public wastewater treatment works.

99.02 DEFINITIONS. For use in this chapter, the following terms are defined:

1. "BOD" (denoting Biological Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees (20°) C, expressed in milligrams per liter or parts per million.
2. "COD" (denoting Chemical Oxygen Demand) means the amount of the oxidant consumed is experimentally measured to calculate the equivalent amount of oxygen required by the wastewater for the degradation of the pollutants.
3. City of Nevada Industrial and Commercial Pretreatment Manual This manual sets forth uniform requirements for Users of the Publicly Owned Treatment Works for the City of Nevada [the City] and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403).
4. "Service Charges" are for debt retirement of any existing or future bonded indebtedness which include a minimum monthly charge and a usage charge per 1000 gallon.
5. "Normal domestic wastewater" means wastewater that has a BOD₅ concentration of not more than 200 mg/l, a total suspended solids concentration of not more than 200 mg/l and an ammonia nitrogen concentration of not more than 35 mg/l.
6. "Operation and maintenance" mean all expenditures during the useful life of the wastewater treatment works for materials, labor, utilities and other items which are necessary for managing and maintaining the sewage works to achieve the capacity and performance for which such works were designed and constructed.
7. "Penalty Charge" means those charges assessed a major contributing industry when violations of a Participant's Capacity per the NPDES Permit through the City's permit are billed. These are in addition to any surcharges that have been assessed.
8. "pH" = -log[H⁺]: where [H⁺] denotes the molar hydrogen ion concentration
9. "Replacement" means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.
10. "Residential contributor" means any contributor to the City's treatment works whose lot, parcel of real estate or building is used for domestic dwelling purposes only.
11. "Surcharges" are assessed for discharges of a monitored contributors Industrial Waste with concentrations in excess of normal domestic strength sewage and represents the cost of treatment of the load.

12. "TKN" means the Total Kjeldahl Nitrogen is the sum of the organic nitrogen and ammonia nitrogen, concentration expressed in mg/l as determined using EPA approved methods.

13. Total Nitrogen (TN) The sum of the TKN, Nitrate and Nitrite in the sample using EPA approved methods.

14. Total Phosphorous (TP) total phosphorus is the sum of all the forms of phosphorus in the sample: orthophosphate, condensed phosphate, and organic phosphate using EPA approved methods.

15. "Total Suspended Solids (TSS)" A well-mixed sample is filtered through a weighed standard glass-fiber filter and the residue retained on the filter is dried to a constant weight at 103 to 105°C. The increase in weight of the filter represents the total suspended solids using EPA approved methods.

16. "Treatment works" means any devices and systems used for the storage, treatment, recycling and reclamation of municipal sewage, domestic sewage or liquid industrial wastes. These include intercepting sewers, outfall sewers, sewage collection systems, individual systems, pumping, power and other equipment and their appurtenances; extensions, improvement, remodeling, additions and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and any works, including site acquisition of the land, that will be an integral part of the treatment process or used for ultimate disposal of residues resulting from such treatment (including land used for composting sludge, temporary storage of such compost, and land used for the storage of treated wastewater in land treatment systems before land application); or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of municipal waste or industrial waste, including waste in combined storm water and sanitary sewer systems.

17. "Useful life" means the estimated period during which a treatment works will be operated.

18. "User charge" means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the treatment works.

19. "Water meter" means a water volume measuring and recording device, furnished and/or installed by the City or furnished and/or installed by a user and approved by the City, as further defined in Chapter 90 through 92 of this Code of Ordinances.

99.03 ANNUAL REVENUE REQUIRED. The user charge system shall generate adequate annual revenues to pay costs of annual operation and maintenance including replacement and costs associated with debt retirement of bonded capital associated with financing the treatment works which the City may by ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including repair, expansion or replacement of the collection system, pumping stations and treatment works shall be established by this chapter.

99.04 WATER METERS. Each user shall pay for the services provided by the City based on said user's use of the treatment works as determined by water meters acceptable to the City, and as further defined in Chapter 90 through 92 of this Code of Ordinances.

99.05 CHARGES BASED ON USAGE. For residential contributors, monthly user charges will be based on actual water usage for that month as evidenced by meter readings. For industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water at the contributor's expense, and in a manner acceptable to the City.

99.06 DOMESTIC, COMMERCIAL AND INDUSTRIAL CLASSIFICATION SYSTEM. The City of Nevada evaluates sewer use charges for domestic, commercial and industrial dischargers based on a flow charge that includes the treatment of: Flow, BOD, COD, TSS, TKN, Total Nitrogen, Total Phosphorous, Oil/Grease and any other requirements based on the City's NPDES permit. The universal flow-based rate is applied to all dischargers. Additional surcharges for excessive discharges of the conventional pollutants listed above are applied through the City's NPDES Treatment Agreements, sewer discharge monitoring and the Commercial-Industrial Classification

System. Sewer use charges will address the discharges as to the type of discharge and with uniform surcharge rates for monitored industrial dischargers. Classifications will be: Residential; Single family domestic sewage discharger; Commercial; Industrial; Industrial-Monitored.

99.07 CLASSIFICATION DEFINITIONS. The universal flow-based rate is applied to all dischargers to the City of Nevada Wastewater Treatment Facility. Additional surcharges for excessive discharges of the conventional pollutants listed are applied through the City's NPDES Treatment Agreements, sewer discharge monitoring and the Commercial-Industrial Classification System

2. Industrial-Monitored: An industrial discharger that:

A. Monitors and records the flow from their discharge to the sanitary sewer with a Flow Paced or Time Paced Sampler and pH Recording Sampler five (5) days a week.

B. Determines the concentration of the following conventional pollutants utilizing the approved methods in 40 CFR part 136 and under the requirements of the Sufficiently Sensitive Method requirements in 40 CFR part 122.44. BOD, COD, CBOD, TSS, TKN, Total Nitrogen, Total Phosphorous, Total Oil and Grease (HEM), and Silica Gel Treated Oil and Grease (HEM-SGT).

C. Determines the concentration of the following inorganic and organic pollutants utilizing the approved methods in 40 CFR part 136 under the requirements of the Sufficiently Sensitive Method requirements in 40 CFR part 122.44. 40 CFR Part 503 Sludge Metals, 40 CFR Part 433 Categorical Pollutants, Other Pollutants of Concern Determined by the City of Nevada.

99.08 USER CHARGES. User charge means that portion of the total wastewater service charge which is levied in a proportional and adequate manner for the cost of operation, maintenance and replacement of the treatment works.

1. Minimum User Charge. The minimum User Charge per month per account shall be:

METER READING DATE	MONTHLY USER FEE
June, 2024 All Users	\$20.00
June, 2025 All Users	\$ 20.00
December, 2025 All Users	\$8.90
June, 2026 All Users	\$9.17

*A 3% annual increase shall apply to the monthly User Charge starting June, 2027 and each year thereafter.

2. Quantity User Charge. In addition to the minimum monthly charge, each contributor shall pay a User Charge rate per 1000 gallons for operation and maintenance (including replacement), or construction of reasonable and necessary improvements:

METER READING DATE	USER CHARGE PER 1000 GALLONS OR PRO RATA PART THEREOF
June, 2022	\$6.26
December, 2022	\$10.00 Ord 1030
December 2025	\$6.05
June 2026	\$6.23
June 2027	\$6.42

*A 3% annual increase shall apply to the monthly User Charge starting June, 2028 and each year thereafter.

99.09 SERVICE CHARGE

In addition to the above two User Charges, each user shall be assessed an additional Service Charge per month for payment of debt retirement of any existing or future bonded indebtedness. Service Charges will replace the previous Sewer Construction Charge. Service Charges not applicable to any user who contributes upfront toward the debt or has an agreement in place for their cost share of the City's debt service.

1. Minimum Service Charge. Except for industries which have an agreement to establish separate debt repayment obligations, the minimum Service Charge per month per account shall be:

METER READING DATE	MONTHLY SERVICE FEE
Dec, 2025 All Users, excluding all Burke Marketing Corp. accts	\$19.25
Burke Marketing Corp, (1 acct only) From Effective Date of Allocated Capacity Agreement for Wastewater Services:	**Pursuant to Schedule G of the Allocated Capacity Agreement for Wastewater Services:
Year 1	\$94,211.65
Year 2-20	\$162,235.07

*Rates shall be adjusted annually if necessary for any fluctuation in bond payment schedules.
**Burke rate shall be adjusted based on Final Cost of wastewater facility construction.

2. Quantity Service Charge. Except for industries which have an agreement to establish separate debt repayment obligations, in addition to the Service Charge minimum monthly charge, each contributor shall pay a Quantity Service Charge rate for debt retirement of any existing or future bonded indebtedness:

METER READING DATE	SERVICE CHARGE PER 1000 GALLONS OR PRO RATA PART THEREOF
December, 2025, excluding all Burke Marketing Corporation accounts	\$6.10

*Rates shall be adjusted for any fluctuation in bond payment schedules.

In addition, each monitored Industrial contributor will be charged a \$100.00 per month Billing Fee in recognition of the additional administrative costs associated with the billing of monitored Industrial contributors.

99.10 SURCHARGE. A Surcharge for discharge of Industrial Waste with concentrations in excess of normal domestic strength sewage and represents the cost of treatment of the load. For those monitored contributors who contribute wastewater the strength of which is greater than the limits set out below, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement is:

1. Biological Oxygen Demand (BOD) per pound over 200 mg/l

July 2025	July 2026	July 2027
0.472	0.501	0.516

*A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

**BOD surcharges shall apply to all Burke Marketing Corporation accounts.

OR

Chemical Oxygen Demand (COD) per pound over 360 mg/l

July 2025	July 2026	July 2027
0.262	0.270	0.278

* A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

2. Total Suspended Solids (TSS) per pound in excess of 200 mg/l

July 2025	July 2026	July 2027
\$1.12	1.15	1.19

* A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

3. Total Kjeldahl Nitrogen (TKN) per pound in excess of 35 mg/l

July 2025	July 2026	July 2027
\$1.50	1.55	1.59

* A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

4. Total Phosphorous Surcharge per pound in excess of 30 mg/l

July 2025	July 2026	July 2027
\$1.00	1.03	1.06

* A 3% annual increase shall apply to the surcharge starting July 2028 and each year thereafter.

5. Oil and Grease:

- A. \$.50 per pound in excess of 100 mg/l and an additional
- B. \$1.00 per pound in excess of 200 mg/l

99.11 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 OCCURRENCE (determined based on number of consecutive sampling days with a daily maximum violation):

1. First Day: \$250.00 x (actual/pollutant limit)
Example: Actual BOD is 680 pounds per day, limit is 500 pounds per day. Fine would be: \$250.00 x (680/500) = \$340.00
2. Second Day: \$500.00 x (actual/pollutant limit)
3. Third Day: \$750.00 x (actual/pollutant limit)
4. Fourth and additional Days: \$1,000.00 x (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 x (actual/pollutant limit) (if there has 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 x (680/500) = \$1,360.00
2. Second Month: \$2,000.00 x (actual/pollutant limit)
3. Third Month: \$3,000.00 x (actual/pollutant limit)
4. Fourth and additional Month: \$4,000.00 x (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.*

99.12. CUSTOMER SEWER DEPOSITS. Customer sewer deposits, waivers and additional deposits shall be as set forth in this section.

1. Before sewer service is provided to any customer, a deposit is required to the City Clerk equal to three months' average use based on past usage during the most recent period of continuous occupancy, but not less than seventy-five dollars (\$75.00). The deposit may be refunded or credited to the customer's account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.
2. The deposit requirement may be waived by the City Administrator if the customer is the owner of property upon which the sewer service is located and the customer has previously established a record of prompt payment of sewer bills due the City.
3. Any customer who does not presently have a deposit on file, or in cases where a deposit is on file with the City, and who has been assessed more than two (2) late

penalties within a twelve (12) month period, shall be required to pay a deposit in an amount equal to three months average use based on past usage during the most recent period of continuous occupancy, but not less than \$75.00. In these cases, a "Notice of Required Deposit" shall be mailed by ordinary U.S. mail to the customer. In addition to notifying the customer that they must remit the deposit and the reason for its requirement, the Notice shall also state that if the deposit is not paid within 30 days from the date of the Notice, the sewer service may be discontinued. Any deposit required under this subsection may be refunded or credited to the customer's account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.

4. In cases where a deposit is on file with the City, but the customer has been assessed two (2) or more late payment penalties within a twelve (12) month period, the City may, in its sole discretion, require an additional deposit of \$75.00 in addition to the existing deposit. However, the total deposit shall not exceed an amount that is equal to three months' average use based on past usage during the most recent period of continuous occupancy. In these cases, a "Notices of Additional Deposit" shall be mailed by ordinary U.S. mail to the customer. In addition to notifying the customer that they must remit the additional deposit and the reason for its requirement, the Notice shall also state that if the additional deposit is not paid within 30 days from the date of the Notice, sewer service may be disconnected pursuant to the same procedures in section 92.06 of this Code. Any deposit required under this subsection may be refunded or credited to the customer's account after a period of twenty-four (24) months during which time not more than one late payment penalty has been assessed.

5. The Wastewater Superintendent is authorized to terminate sewer service to any customer who does not timely remit the deposit or additional deposit set forth in this section.

6. Service Fee. A Monthly Service Fee may be added to any customer that requires a special meter read.

99.13 RECOVERY OF INCREASED TREATMENT COSTS.

Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works or any user which discharges any substance which singly or by interaction with other substances causes treatment works shall pay for such increased costs. The charge to each such user shall be as determined by the responsible plant operating personnel and approved by the Council.

99.14 UTILITY BILL ADJUSTMENT POLICY. To establish a consistent framework for adjustments to the wastewater portion on a customer's utility bill that is reasonable and bill caused by a leak on the customer's side of the meter or increased usage due to reasons listed in the Utility Bill Adjustment Policy. Customer's may submit a Utility Adjustment Request Form and required documents to the City Administrator's office for consideration.

99.15 APPLICABILITY. All sewer service charges are due and payable under the same terms and conditions provided for payment for a combined service account as contained in Section 92.05 of this Code of Ordinances. Sewer service may be discontinued in accordance with the provisions contained in Section 92.06 if the combined account becomes delinquent, and the provisions contained in Section 92.09 relating to lien notices shall also apply in the event of a delinquent account.

99.16 LIEN FOR NONPAYMENT. Unpaid charges, fines and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of five percent (5%) of the unpaid balance. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for sewer service charges to the premises. Sewer service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified to the County Treasurer for collection in the same manner as property taxes. Unless stated otherwise in a binding agreement.

99.17. RATES REVIEWED. The City shall review the user charge system at least annually in accordance with the Financial Policy of the City and revise user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and any debt retirement of any existing or future bonded indebtedness and that the system

continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

99.18 NOTICE TO USERS. The City will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation and maintenance including replacement of the treatment works.

99.19 USER CHARGE ORDINANCE. The user charge ordinance shall take precedence over any terms or conditions of agreements or contracts which are inconsistent with the requirements of Section 204(b)(1)(A) of the Federal Clean Water Act and 40 CFR Part 35.2140 per current edition.

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

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

SECTION 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved first reading by the Nevada City Council this 10th day of November, 2025.
Passed and approved second reading by Nevada City Council this 24th day of November, 2025.
Passed and approved third reading by the Nevada City Council this _ day of _, 2025.

ATTEST:

Ryan Condon, Mayor

Kerin Wright, City Clerk

1st Reading – November 10, 2025

Motion by Council Member Steve Skaggs, seconded by Council Member Dane Nealson, to adopt the first reading of Ordinance No. 1074 (2025/2026).

AYES: Skaggs, Nealson, Sampson, Ehrig, Spence, Corbin

NAYS: None

ABSENT: None

2nd Reading – November 24, 2025

Motion by Council Member Jason Sampson, seconded Council Member by Sandy Ehrig, to approve the second reading of Ordinance No. 1074 (2025/2026).

AYES: Sampson, Ehrig, Corbin, Nealson, Skaggs

NAYS: None

ABSENT: Spence

3rd Reading – December 8, 2025

Motion by Council Member __, seconded by Council Member __, to approve the third reading of Ordinance No. 1074 (2025/2026).

AYES: _

NAYS: _

ABSENT: _

The Mayor declared Ordinance No. 1074 (2025/2026) adopted.

I certify that the foregoing was published as Ordinance No. 1074 (2025/2026) on the 8th day of December, 2025.

Kerin Wright, City Clerk

ORDINANCE NO. 1075 (2025/2026)

AN ORDINANCE AMENDING CHAPTER 165 (LAND DEVELOPMENT-ZONING REGULATIONS) OF THE CITY CODE TO UPDATE OFF-STREET PARKING REQUIREMENTS

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

SECTION 1. SECTION MODIFIED. Chapter 165 (Land Development – Zoning Regulations), Section 165.19 (Off-Street Parking) is hereby amended by updating the **highlighted, bold underlined** language:

165.19 OFF-STREET PARKING.

The Off-Street Parking Regulations require that developments provide parking in proportion to the need created by each use. The regulations further establish standards for the functional design of parking facilities. These regulations are intended to accommodate vehicles in a functionally satisfactory manner and to minimize external effects on neighboring properties.

1. General Applications and Exemptions. Off-street parking shall be provided for any new building constructed, for new uses or conversions of existing buildings, or for enlargements of existing structures. Any use within the DC Downtown Commercial District other than Downtown Residential is exempt from the off-street parking requirements provided by subsection 2 below. Any off-street parking facility constructed in the DC District after the effective date of the Zoning Ordinance must comply with the design standards set forth in this section.

2. Schedule of Off-Street Parking Requirements. Parking facilities for each use shall be provided in accord with the minimum requirements set forth in Table 165.19-1.

A. When a computation of required parking results in a fraction of 0.5 or greater, the requirement shall be rounded up to the next whole number.

B. Unless otherwise indicated, parking requirements are based on gross floor area. Gross floor areas for the purpose of this calculation exclude any interior space used for the parking or loading of vehicles.

C. When parking requirements are computed on the basis of capacity, capacity shall be determined by the building code or other official determinations of occupancy in effect for the City of Nevada at the time the use is established.

TABLE 165.19-1: Minimum Off-Street Parking Requirements	
Agricultural Use Types	
Horticulture	1 space per 4,000 1,500 square feet of sales area
Crop/Animal Production	No requirement
Residential Use Types	
Single-Family Residential	3 4 spaces per dwelling unit
Duplex Residential	2.5 3 spaces per dwelling unit

Townhouse Residential	2.5 3 spaces per dwelling unit
Multi-Family Residential	2.5 spaces per dwelling unit 1 Space per Studio; 1.5 Spaces per bed, 2.5 spaces per 2 bed, 3.5 spaces per 3 bed
Downtown Residential	2 spaces per dwelling unit
Group Residential	1 space for each resident
Mobile Home Residential	2 2.5 spaces per dwelling unit
Retirement Residence	2 spaces per independent living unit; 1.5 spaces per assisted living unit, plus one space per employee of the largest shift
Civic Use Types	
Administration	1 space for 300 square feet of gross floor area
Cemetery	No requirement
Clubs	1 space per 4 5-person capacity
College/University	1 space per three students
Convalescent Services	1 space for 4 beds
Cultural Services	1 space per 500 750 square feet of gross floor area
Day Care Services	1 space per 5 6 -person capacity + 1 space per employee of largest shift.
Group Care Facility	1 space per 4-person capacity + 1 space per employee of largest shift
Group Home	1 space per 4-person capacity + 1 space per employee of largest shift
Guidance Services	1 space per 300 square feet
Health Care	1 space per 300 square feet + 1 space per employee of largest shift
Hospitals	1 space per 2 beds
Maintenance Facilities	See Schedule A
Parks and Recreation	No requirement
Postal Facilities	See Schedule A
Primary Education	1 space per employee of largest shift + 10 stalls for visitors
Public Assembly	1 space per 4 5 -person capacity
Religious Assembly	1 space per 4-person capacity in largest assembly area
Safety Services	1 space per employee of maximum shift + 1 stall per 4,000 1,500 sq. ft
Secondary Education	1 space per employee of max shift + 1 space for each 3 11th and 12th grade students

Utilities	1 space per employee of maximum shift
Commercial Use Types	
Agricultural Sales/Service	See Schedule A
Auto Rental and Sales	See Schedule A
Auto Service *	4 times service capacity
Body Repair *	5 7 spaces per repair stall
Business Support Services	1 space per 500 750 square feet
Campground	1 space per camping unit
Cocktail Lounge	1 space per 200 400 square feet
Commercial Recreation	1 space per 4-person capacity
Communication Services	1 space per 500 750 square feet
Construction Sales	See Schedule A
Consumer Services	1 space per 200 750 square feet
Convenience Storage	1 space per 20 storage units **
Equipment Sales/Service	See Schedule A
Food Sales (All Types)	1 space per 200 400 square feet
General Retail Services	1 space per 200 400 square feet
Liquor Sales	1 space per 200 400 square feet
Lodging	1 space per unit
Personal Improvement	1 space per 200 300 square feet
Personal Services	1 space per 300 400 square feet
Pet Services	1 space per 500 400 square feet
Restaurants (Drive-in)	1 space per 50 150 square feet of customer service area
Restaurants (General)	1 space per 3 4-person capacity in dining area
Stables/Kennels	1 space per employee + 1 stall per 5,000 sq. ft. of site area
Surplus Sales	See Schedule A
Trade Services	1 space per 500 square feet
Veterinary Services	1 space per 500 square feet
Office Use Types	

Corporate Offices	1 space per 300 500 square feet
General Offices	1 space per 300 500 square feet
Financial Services	1 space per 300 500 square feet
Medical Offices	3 spaces per staff doctor or dentist
Miscellaneous Use Types	
Broadcasting Tower	See Schedule A
Non-Putrescible Landfill	See Schedule A
All Landfills	See Schedule A
Industrial Use Types	
Agricultural Industries	See Schedule A
Light Industry	See Schedule A
General Industry	See Schedule A
Heavy Industry	See Schedule A
Railroad Facilities	See Schedule A
Resource Extraction	1 space per employee on largest shift
Salvage Services	See Schedule A
Warehousing	See Schedule A
Construction Yards	See Schedule A
<p>* Auto Service and Body Repair subject to other restrictions applicable under this chapter: See Section 4: Use Types - "Vehicle Storage"; also Section 6: Supplemental Use Regulations, "Outdoor Storage."</p> <p>** This standard may be reduced by up to 20% at the discretion of the Building Official, if site plan review demonstrates that circulation and loading patterns accommodate adequate space for queuing and temporary parking by users during the peak hours of operation.</p>	
Schedule A	
This schedule sets forth minimum off-street parking requirements for uses with elements that have different functions and operating characteristics	
Function of Element	Requirement
Office or Administration	1 space per 300 500 square feet
Indoor Sales, Display or Service Area	1 space per 500 750 square feet

Outdoor Sales, Display or Service Area	1 space per 2,000 3,000 square feet
Equipment Servicing or Manufacturing	1 space per 1,000 square feet
Indoor or Outdoor Storage or Warehousing	1 space per 5,000 square feet

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 1st Reading on this 24th day of November, 2025.

Passed and approved 2nd Reading on this ___ day of __, 20__.

Passed and approved 3rd and final Reading on this ___ day of __, 20__.

Ryan Condon, Mayor

ATTEST:

Kerin Wright, City Clerk

1st Reading – November 24, 2025

Motion by Council Member Jason Sampson, seconded by Council Member Steve Skaggs, to adopt the first reading of Ordinance No. 1075 (2025/2026).

AYES: Sampson, Skaggs, Ehrig, Nealson

NAYS: Corbin

ABSENT: Spence

2nd Reading – __, 2025

Motion by Council Member __, seconded Council Member by __, to adopt the second reading of Ordinance No. 1075 (2025/2026).

AYES: __

NAYS: __

ABSENT: __

3rd Reading – __, 2025

Motion by Council Member __, seconded by Council Member __, to adopt the third and final reading of Ordinance No. 1075 (2025/2026).

AYES: __

NAYS: __

ABSENT: __

The Mayor declared Ordinance No. 1075 (2025/2026) adopted.

I certify that the foregoing was published as Ordinance No. 1075 (2025/2026) on the __ day of __, 20__.

Kerin Wright, City Clerk

RESOLUTION NO. 032 (2025/2026)**A RESOLUTION APPROVING CONTRACT WITH ENVIRONET FOR
PROFESSIONAL ENVIRONMENTAL SERVICES LEAD BASED PAINT
INSPECTIONS AND ASBESTOS INSPECTIONS**

WHEREAS, the City of Nevada ("City") desires to enter into a contract with EnviroNET, Inc. (EnviroNET) to fulfill environmental and revitalization objectives for downtown community facades in Nevada, Iowa; and

WHEREAS, the City is in the midst of a Community Development Block Grant Downtown Façade Project; and

WHEREAS, EnviroNET, as Consultant, is a licensed professional environmental engineering consulting firm certified to perform professional services; and

WHEREAS, the Nevada City Council believes it is the best interest of the City to enter into the Contract for Professional Environmental Services with EnviroNET and pay the compensation and payment as outlined in Exhibit A; and

NOW THEREFORE, BE IT RESOLVED; that the City Council of the City of Nevada, Iowa, hereby:

- Approves the Contract for Professional Environmental Services with EnviroNET and pay the compensation and payment per the attached Exhibit A.
- Authorizes the Mayor and/or City Clerk to sign the Contract and any other documents necessary to continue the license as long as necessary on behalf of the City.

Passed and approved this 8th day of December, 2025.

Ryan Condon, Mayor

ATTEST:

City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 032 (2025/2026) be adopted:

AYES: _____
NAYS: _____
ABSENT: _____

The Mayor declared Resolution No. 032 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 032 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of December, 2025.

City Clerk

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EnviroNET, Inc.
Professional Environmental Services
1225 East River Drive #101
Davenport, IA 52803-5752

WOSB & SBA Certified; Iowa TSB Certified
Phone: 563-323-2262
www.vironetmidwest.com

November 19, 2025

Transmitted via email

City of Nevada
c/o Mid-Iowa Planning Alliance for Community Development
939 Office Park Road, Suite 306
West Des Moines, IA 50265

ATTN: **ZHI CHEN, AICP, SENIOR PLANNER** zchen@mid-iowaplanning.org
JORDAN COOK, CITY OF NEVADA, IA jcook@cityofnevada-iowa.org

SUBJECT: CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES
LEAD BASED PAINT INSPECTIONS
ASBESTOS INSPECTIONS
6th STREET AND K AVENUE, NEVADA, IOWA 50201

EnviroNET, Inc. (EnviroNET or Consultant) is pleased to provide this Contract for Professional Environmental Services to improve community facades in Nevada, Iowa, as provided in the Request for Proposal (RFP) dated August 22 with subsequent clarification and addenda. We look forward to working with the City of Nevada (CLIENT) and the Architect to fulfill environmental and revitalization objectives for downtown Nevada. One copy of the fully executed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

State of Iowa Economic Development Authority has granted and renewed several times the status of Iowa Targeted Small Business (TSB) to EnviroNET, which was incorporated in Iowa in 1999 as a woman-owned business. EnviroNET qualifies as a TSB with credibility, integrity, and qualifications to serve as a steward to optimize opportunities for improvements for public-private partnerships and utilization of CDBG funds.

EnviroNET, as Consultant, is a licensed professional environmental engineering consulting firm certified to perform professional services on behalf of the City of Nevada, Mid-Iowa Planning Alliance for Community Development, and the State of Iowa. Our inspection reports are routinely utilized to develop a scope of work for hazard abatement. We also develop engineering plans and specifications, as may be indicated, for licensed contractors to perform remediation and abatement services.

PROJECT UNDERSTANDING AND BASIC SERVICES

Consultant will provide labor and equipment necessary to complete lead-based paint (LBP) and Asbestos Containing Material (ACM) inspections of eight individual structural facades as included in the Nevada

Façade Improvement program RFP, with the CLIENT providing access to facilities including elevations not accessible by existing stairs or existing safe and reasonable means.

Consultant understands each façade listed below will require a separate LBP and ACM inspection report, and thirty days is allotted for completion of this task. We also understand an unaffiliated licensed and qualified hazard abatement contractor will be hired separately by the CLIENT to remove hazards for each façade addresses:

- 1122 6th St.,
- 1110 6th St.,
- 1104 6th St.,
- 1038 6th St.,
- 1032 6th St.,
- 1028 6th St.,
- 532 K Ave., and
- 526 K Ave.

Service 1: Lead-based paint (LBP) inspection

EnviroNET will utilize accredited lead inspectors to complete an inspection of the property limited to interior and exterior of facades as called out in the RFP, architectural drawings and development plans. EnviroNET will identify the occurrence and concentration of regulated lead-based paint. Assessment will include quantitative sampling using XRF instrumentation together with the collection of paint chips and/or dust wipes if indicated. Exterior and interior inspection will include painted, shellacked, and varnished surfaces and a determination of condition and options to mitigate exposure to hazardous LBP.

LBP inspection protocols will follow HUD guidance specific to testing and reporting, components of windows, doors, walls, stairs, ceilings, floors, siding, soffits, fascia, downspouts, and other architectural elements. Soil will not be tested based. With this regard, Consultant's LBP inspection reports will not be comprehensive as required for occupied, regulated child-inhabited facilities but will identify locations and conditions of LBP in accessible locations using HUD protocols in advance of renovation work for residential use. Reports by EnviroNET will include the elements required by US Department of Housing and Urban Development Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, 2012 Revision, Chapter 7.

We understand that hazard abatement and façade improvements will take place as governed under EPA's Renovation, Repair, and Painting Rule (RRP) following inspections. Renovation work will be completed by a "Contractor" and EnviroNET is not the contractor. See Service 3 below for closure sampling and closure report responsibilities of Consultant.

For the LBP report, if access is not granted to targeted locations including access to test exterior elements of the facades, reports will be written with limitations specific to the areas not accessed or not tested.

Service 2: Asbestos Inspection

Utilize accredited asbestos building inspectors to collect samples of suspect ACM from the property facades indoors and out for areas included in RFP as clarified and described above. Destructive sampling

methods will be utilized to collect plaster, glazing, caulk, drywall, and other suspect ACM. Analysis will be completed by an accredited laboratory using polarized light microscopy (PLM) to determine if suspect material contains more than 1% asbestos.

The ACM inspection will be performed consistent with federal statutes, specifically the National Emissions Standard for Hazardous Air Pollutants (NESHAPS). Enviro**NET** will provide a report with description and photographs of site sampling activities, a laboratory analytical report, and estimations of ACM quantities and conditions for materials with regulated quantities of asbestos. We understand Consultant's inspection report will be utilized to obtain competitive quotes for hazard abatement.

For the ACM report, if access is not granted to targeted locations including access to test exterior elements of the facades, reports will be written with limitations specific to the areas not accessed or not tested.

Service 3: Lead-based paint (LBP) Clearance Inspection

Consultant will return to re-test surfaces that tested positive for LBP to determine if the hazard for LBP has been removed. Horizontal surfaces will also be evaluated using dust wipes for clearance evaluation with comparison of results to State of Iowa and EPA thresholds for clearance. A closure/ clearance report will be provided with results as determined during Service 3.

In the event results of closure testing are not satisfactory, additional services will apply to remobilize and retest for satisfactory results.

SCHEDULE; TERMS AND CONDITIONS:

1. Consultant will begin work on Services 1 and 2 at a mutually agreeable time and day. CLIENT is responsible to coordinate and provide access on that given day during normal business hours for each location to be tested.
2. Turn-around time on samples is approximately 4 business days, with report to follow 5-10 business days after results are received. Completion of Services 1 and 2 will be completed within 30 calendar days following Notice to Proceed. The stipulated timeline does not include holidays such as Thanksgiving, Christmas Eve, Christmas Day or New Years' Day.
3. Completion of Service 3 is dependent on completion of contractor tasks unaffiliated with Consultant's contract; therefore, mobilization for clearance testing will be scheduled with three weeks' notice by CLIENT that hazard abatement services are underway and slated for completion by a targeted date.
4. Consultant is not responsible to evaluate latent or hidden materials, or for inspecting materials not accessible during initial mobilization for inspections.
5. Consultant will identify limitations to inspections, if any, in the written reports.

6. CLIENT is to provide lift equipment with operator, if necessary, to access painted surfaces and suspect ACM located on elevated exterior architectural features if not accessible using an 8 foot ladder and other available means.
7. CLIENT understands that limitations of the inspections, if any regarding interior or exterior surfaces, are not the responsibility of the Consultant.
8. The attached Terms and Conditions dated January 3, 2025 apply to this contract.
9. Attachment with CDBG required language is attached as it pertains to this project.

COMPENSATION AND PAYMENT

1. For Basic Services 1 through 3 as listed above, EnviroNET shall be compensated **FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800)** on a lump sum basis for the inspections and reports.
2. Invoices will be provided monthly, and for purposes of billing, investigation work shall be considered 65 % of the contract value, with reports being 25%, and final closure inspection report at 10% of original contract amount.
3. Additional Services, if agreed to by Consultant and Client, shall be added as an addendum to this Contract.
4. Consultant is not responsible to issue or evaluate Bid Documents for hazard abatement services.
5. Consultant is not responsible to coordinate with or provide oversight for services of hazard abatement contractor(s).
6. Scheduling the site visit to complete the closure inspection shall be made with a minimum of 30 days' notice.
7. Payment to Consultant shall be made within 15 days of the date of invoice not be contingent on performance of abatement contractor(s) or reimbursement to CLIENT from local, state or federal authorities, firms, individuals, private or public funding sources.
8. Consultant is not responsible for performance by or payment to Contractor.
9. Consultant shall be compensated and additional \$1500.00 for each return mobilization required, including re-mobilization, if necessary following contractor's failure to meet clearance requirements during abatement services.

EnviroNET is a qualified and licensed woman owned business ready to work for you.

ENVIRONET, INC.



Molly E. Arp Newell, PG, CHMM
President
LIRA Licensed State of IA
ACM Licensed Inspector State of IA

Client Contact Information: City of Nevada, Jordan Cook, Administrator
515.382.5466
jcook@cityofnevadaiaowa.org

Attachments:
T&C EnviroNET dated Jan 3, 2025

CDGB contract language and full execution of contract documents on page ____.

STANDARD TERMS AND CONDITIONS

<p>1. STANDARD OF CARE. EnviroNET's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and EnviroNET does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon EnviroNET.</p>	<p>13. INDEMNIFICATION. EnviroNET shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of EnviroNET, its agents, or employees.</p>
<p>2. CHANGE OF SCOPE. The scope of services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. EnviroNET will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by owner.</p>	<p>To the fullest extent permitted by law, Owner shall defend, indemnify and save harmless EnviroNET, its agents, employees, and representatives from and against loss, liability, claims, and damages (including reasonable attorneys' and consultants' fees) arising from or relating to the Project in any way, except to the extent that such loss, liability, claims or damages are caused by the willful misconduct or negligence of EnviroNET, its agents or employees. Owner also agrees to require its construction contractor, if any, to include EnviroNET as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.</p>
<p>3. WARRANTS FOR ADDITIONAL SERVICES. EnviroNET's scope of services may include specific areas of Environmental compliance to be addressed; however, it does not imply to identify all violations and deficiencies, nor does it provide for total compliance with all regulatory deficiencies. Additional services for regulatory compliance with deficiencies or violations outside the specific scope of services set forth in the Agreement shall be by written amendment only, or considered in its entirety outside the project's scope of services.</p>	<p>To the fullest extent permitted by law, EnviroNET shall indemnify, defend, and hold harmless EnviroNET, its employees, agents, and representatives, and EnviroNET's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of EnviroNET, its agents or employees.</p>
<p>4. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (or proposal text) of this Agreement, EnviroNET's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those are defined in pertinent federal, and local laws. If EnviroNET encounters a Hazardous Environmental Condition, it shall immediately notify Owner. EnviroNET shall suspend performance only as directed by Owner; except that EnviroNET may suspend performance of services to the extent necessary to protect potential bodily injury or property damage and comply with any applicable environmental or health or safety laws.</p>	<p>14. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of EnviroNET shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.</p> <p>Owner agrees that, to the fullest extent permitted by law, EnviroNET's total aggregate liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, EnviroNET's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the contractual amount of the fee paid to EnviroNET by Owner.</p>
<p>5. SAFETY. EnviroNET shall establish and maintain programs and procedures for the safety of its employees. EnviroNET shall also comply with specific owner-mandated safety programs and procedures governing the Project site. However, EnviroNET specifically disclaims any authority or responsibility for general job site safety or the safety of persons, other than EnviroNET's employees, or property.</p>	<p>In no event and under no circumstances shall EnviroNET be liable to Owner for consequential, incidental, indirect, special or punitive damages, contract damages, or damages to third party beneficiaries.</p>
<p>6. DELAYS. If performance of EnviroNET's Services is delayed through no fault of EnviroNET, EnviroNET shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.</p>	<p>15. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of EnviroNET in connection with this Agreement are instruments of service, and EnviroNET shall hold the copyright to and all other ownership and property interests in such instruments of service. Owner shall not reuse any such documents or deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by EnviroNET for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk: Owner agrees to defend, indemnify, and hold harmless EnviroNET from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.</p>
<p>7. TERMINATION/SUSPENSION. Either party may terminate this Agreement for convenience upon 30 days written notice to the other party. Owner shall pay EnviroNET for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.</p> <p>If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.</p>	<p>16. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and/or sealed by EnviroNET. Files or information in electronic media are furnished by EnviroNET to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.</p> <p>Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. EnviroNET will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.</p>
<p>EnviroNET may terminate this Agreement upon seven days written notice if: a) EnviroNET believes that EnviroNET is being requested by Owner to perform services contrary to law or EnviroNET's responsibilities as a licensed professional; or b) EnviroNET's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to EnviroNET's performance of Services; or c) Owner has failed to pay any amount due and owing to EnviroNET for a period of at least 60 days. EnviroNET shall have no liability to Owner on account of such termination.</p>	<p>17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.</p>
<p>8. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by EnviroNET is supplied for the general guidance of the Owner only. Since EnviroNET has no control over competitive bidding or market conditions, EnviroNET cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.</p>	<p>18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and EnviroNET.</p> <p>The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.</p>
<p>9. RELATIONSHIP TO CONTRACTORS. EnviroNET shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. EnviroNET specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. EnviroNET neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.</p>	<p>19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of any third party, including Owner's construction contractors, if any.</p>
<p>10. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Owner agrees to hold EnviroNET harmless from any claims resulting from performance of construction-related professional services by persons other than EnviroNET.</p>	<p>20. STATUTE OF LIMITATIONS. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.</p>
<p>11. INSURANCE. EnviroNET will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and EnviroNET's business requirements. EnviroNET shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect EnviroNET's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include EnviroNET as an additional insured on Contractor's policies relating to the Project. EnviroNET's coverages referenced above shall, in such case, be excess over contractor's primary coverage.</p>	<p>21. DISPUTE RESOLUTION. Owner and EnviroNET shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and EnviroNET agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and EnviroNET may agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.</p>
<p>12. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.</p>	<p>22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.</p> <p>23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.</p> <p>24. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.</p> <p>25. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.</p>

EnviroNET, as Consultant, understands that our firm is required to comply with applicable laws while performing professional services to minimize potential for subsequent litigation against the Grantee.

Addendums and notations provided below are brought forward from Iowa Economic Development templates, and pertain to this Contract.

1. **Addendum I:** Contract language has been developed to accomplish objective of the Grantee (CLIENT) with consideration of funding sources, applicable regulatory requirements and the safety of inspectors.
2. **Addendum II:** Regulations and citations applicable to this contract include:
 - a. HUD (LBP) 24CFR Part 35 Subpart R and HUD Guidelines for the Evaluation and Control of LBP Hazards in Housing Chapter 7, revision 2012.
 - b. RRP (LBP) EPA's Lead Renovation, Repair, and Painting Rule applies to Consultant limited to Clearance Testing and releasing the hazard Abatement Contractor from additional remediation work to meet CLIENT project objectives.
 - c. NESHAPs (ACM) 40CFR Part 61 Subpart M
 - d. OSHA (SAFETY) 29CFR Part 1910.1001 and 29CFR Part 1926.1101
3. **Addendum III:** Not Applicable
4. **Addendum IV:** Not Applicable
5. **Addendum V:** Not Applicable

Termination of contract may be requested by the CLIENT or by EnviroNET/Consultant with written notification delivered by certified mail to the designated point of contact identified in final contract. Causes for termination are limited to lack of performance, inability to perform, lack of payment for services given terms of payment as established, change of scope of work without mutual agreement between CLIENT and Consultant, or negligence.

Regarding the limited interval of time to complete project tasks, it is plausible but not anticipated that a delay of unforeseen circumstances could occur. Such an occurrence may require discussion and adjustment to project timeline. Reasonable causes for delay in contract services may include:

- unavoidable delay related to weather, or conditions for travel
- lack of accessibility to building interior or building exterior
- laboratory analytical ACM results not available after 4 days
- hidden or latent conditions not apparent or detectable prior to or during the initial inspection which require additional services or additional time to meet project objectives
- delay or miscalculation by the independent abatement contractor(s) regarding completion of hazard abatement services, thereby requiring more than one mobilization as described under Service 3.
- Unsafe or unforeseen working conditions that impede site inspection or site closure certification.

EnviroNET enters into this contract with full intension of meeting CLIENT expectations and contract terms. Extensions of time, if requested by EnviroNET, will not be unreasonably withheld and will be evaluated on the merits of the request.

The time frame required between the notice of termination and its effective date is five days after receipt, ending with an accounting of work completed to date and justification for final bill. The method used to compute the final payment(s) shall include time and materials accounting together with the percentage of task complete. Investigation field work shall

be considered 65 % of the contract value, with reports being 25%, and final closure inspection final 10%. Payment shall not be contingent on performance of abatement contractor(s).

Liquidated Damages / Time is of the essence in the performance of this Contract. EnviroNET acknowledges that the timely completion of the Project is a material term of this Agreement and that delays in the completion of the Project may result in substantial damages to the Owner, including but not limited to potential loss of CDBG funds, delays in project utilization, and additional administrative costs.

- The parties agree that actual damages for delay would be difficult to determine with certainty and that the amount set forth herein represents a reasonable estimate of such damages and is not intended as a penalty.
- Therefore, if Consultant fails to complete the work required under this Agreement/ contract by the completion date as calculated at time of full contract execution, specified in the contract including any extension thereof approved in writing by the Owner, liquidated damages shall be assessed at a rate of Twenty-Five Dollars (\$25.00) for each calendar day beyond the completion date that the work remains incomplete.
- These liquidated damages shall be deducted from any payments due or to become due to the Contractor, or, if such payments are insufficient, shall be immediately due and payable by the Consultant to the Owner upon demand.
- Nothing in this provision shall be construed to limit any other rights or remedies available to the Owner or Consultant under this Agreement, at law, or in equity.

Or Equal Clause Pursuant to federal procurement requirements applicable to CDBG-funded projects, no specification shall be written in such a manner as to unduly restrict competition. References to brand names or specific products are for descriptive purposes only. Products of equal or greater quality and performance will be accepted, subject to review and approval. EnviroNET shall not be limited to brand names specified, provided the proposed substitute meets or exceeds the required standards.

Wherever a specific brand name, make, or model is specified in the contract documents, it is intended to establish a standard of quality, function, and performance. Unless stated otherwise, the phrase 'or equal' shall be implied. EnviroNET may propose substitute products that are equal in quality, design, performance, and durability, subject to approval by the CLIENT.

ADDENDUM II – STATE OF IOWA AND FEDERAL PROGRAM LANGUAGE

❖ Access to Maintenance of Records

The Consultant must maintain records, including supporting documentation, for the greater of three years after the contract State CDBG contract has been closed with HUD.

At any time during normal business hours and as frequently as is deemed necessary, the Consultant shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract.

❖ Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting The Consultant must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

❖ Certification regarding government-wide restriction on lobbying:

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly."

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

❖ Clean Air and Water Acts: (for all contracts < \$100,000) ○ Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

○ Section 508 of the Clean Water Act (33 U.S.C. 1368).

- Executive Order 11738 (Providing administration of the Clean Air & Water Acts)

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

"During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Consultant agrees to comply with all the requirements of Section 114 of the Clean Air

Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- (3) The Consultant agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The Consultant agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

❖ **Federal Executive Orders 11246 & 11375 (For all contracts < \$10,000)**

"During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

❖ **Federal Labor Standards (For all contracts < \$2,000)**

“During the execution of this agreement, the Consultant agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:”.

- o Davis-Bacon and Related Acts, as amended;
- o Contract Work Hours and Safety Standard Act, as amended;
- o Copeland Anti-kickback Act, as amended;
- o Fair Labor Standards Act, as amended.

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

❖ **Build America, Buy America Requirements**

“This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider’s scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

- A. “The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The Consultant agrees to post copies of a notice advising workers of the Consultant’s commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Consultant agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The Consultant agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.

- F. The Consultant agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The Consultant agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The Consultant agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 75.
- J. The Consultant will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

Section 3 Business Concerns are encouraged to respond to this proposal.

A Section 3 Business Concern is one that satisfies one of the following requirements:

- 1. It is at least 51 percent owned and controlled by low- or very low-income persons; 2. Over 75 percent of the labor hours performed for the business over the prior three month period are performed by Section 3 Workers*; or
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- 1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
- 2. The worker is employed by a Section 3 business concern; or
- 3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

❖ **Recycled Materials**

"The Consultant agrees to comply with all the requirements of Code of Iowa chapter 8A.315317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- When appropriate, specifications shall include requirements for the use of recovered materials and products;
- The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"

❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**

“The Consultant agrees to comply with the provisions of **Executive Order 11063**, as amended by **Executive Order 12259**, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.

The Consultant shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.

The Consultant further agrees to:

- Include this provision in all subcontracts or agreements related to this federally assisted construction project;
- Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;
- Maintain and provide records as required to demonstrate compliance with applicable federal requirements.
- Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation.”

- ❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):** “The Consultant agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Consultant shall:

- Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;
- Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;
- Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;
- Maintain and furnish records as necessary to demonstrate compliance;”

- ❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

“The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Consultant shall:

1. Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.
2. Include this clause in every subcontract or purchase order involving the use of federal funds.
3. Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).
4. Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI.”

- ❖ **Title VIII of the Civil Rights Act of 1968 (aka ‘Fair Housing Act’):**

“The Consultant shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Consultant agrees to:

1. Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.

2. Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.
3. Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.
4. Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity.”

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 USC 794):**

“The Consultant agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Consultant shall:

1. Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.
2. Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).
3. Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.
4. Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.
5. Include this provision in all applicable subcontracts and agreements.”

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq):**

“The Consultant agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Accordingly, the Consultant shall:

1. Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.
2. Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.
3. Include this clause in all subcontracts or agreements involving federal funds under this project.
4. Cooperate fully with any compliance review or investigation conducted pursuant to this Act.
5. Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act.”

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

“The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- Excluded from participation in,
- Denied the benefits of, or
- Subjected to discrimination in any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Consultant shall:

1. Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.

2. Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.
3. Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.
4. Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.
5. Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule) Applies to pre-1978 residential structures receiving CDBG or other HUD funding Types of projects:** o Rehabilitation o Acquisition o Leasing o Supportive housing o Tenant-based rental assistance and Hazard Abatement Contractors #2-#6.

"The contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. **Identify and evaluate lead-based paint hazards** in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;
2. **Control or eliminate lead-based paint hazards** through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;
3. **Ensure that all work involving lead-based paint** is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;
4. **Provide residents with proper notices** and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;
5. **Follow clearance procedures** after hazard control work, including proper testing by certified risk assessors or clearance technicians;
6. **Keep and submit records and reports** demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

"The Consultant agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on: Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Consultant shall:

1. Not discriminate in hiring, promotion, layoff, termination, or other employment practices;
2. Provide equal access to housing, services, and facilities without regard to protected characteristics;
3. Make reasonable accommodations for persons with disabilities;
4. Include this clause in all applicable subcontracts and agreements under this contract;
5. Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Consultant shall:

1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed
2. Include this nondiscrimination provision in all subcontracts and procurement agreements;
3. Make good faith efforts to encourage the participation of minority-owned and womenowned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting; NOTE: The Consultant is a Woman-Owned Business Enterprise;
4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.

❖ **Sales and Use Taxes (for municipalities only)**

"Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid."

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:

_____ Consultant Signature	_____ Date
_____ Consultant Printed Name	_____ Title
_____ Owner/ CLIENT Signature	_____ Date
_____ Owner/CLIENT Printed Name	_____ Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

RESOLUTION NO. 033 (2025/2026)

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

WHEREAS, the City of Nevada, with the assistance of HR Green, Inc. has developed a GIS Mapping System for the use and management of City infrastructure; and

WHEREAS, the City utilizes a GIS database for the management of GIS data; and

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

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

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

PASSED AND APPROVED this 8th day of December, 2025.

Ryan Condon, Mayor

ATTEST:

City Clerk



MASTER PROFESSIONAL SERVICES AGREEMENT

For

GIS Services

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

Michael Liska, GIS Manager
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
HR Green Project Number: 2503814

November 26, 2025



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

1.0 Project Understanding

1.1 General Understanding

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

1.2 Design Criteria/Assumptions

This agreement does not require any design criteria/assumptions.

2.0 Scope of Services

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

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

3.0 Deliverables and Schedules Included in this Agreement

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

4.0 Items not included in Agreement

Not applicable.

5.0 Services by Others

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

6.0 Client Responsibilities

Any client responsibilities will be detailed in subsequent Work Orders.



7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

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

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

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



8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

This Agreement must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced upon receipt of this signed Agreement and Work Order(s). This Agreement shall expire on December 31, 2030, or the completion date of Work Order(s) executed before then, whichever is later.

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

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



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

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

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



8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

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

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

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



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

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

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



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

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

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

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.26 DGPS Signal Accuracy

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

8.27 Intellectual Property Ownership of Tendered Materials

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



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

8.28 Data Access

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

8.29 Data Backup and Recovery

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

8.30 Annual Maintenance Renewal Agreement:

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

8.31 Municipal Advisor

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



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

Sincerely,

HR GREEN, INC.

Michael Liska

Michael Liska, GISP

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

City of Nevada

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

ATTACHMENT A
SAMPLE WORK ORDER

(see next page)



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

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

Project No: [00000000]
Phase No(s): [xxx]
Date: [MM/DD/YYYY]

Client Contact _____
HR Green Project Manager: _____

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

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

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

Lump Sum in the amount of \$ [xxxxxxxxxxxx]

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

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

☐ Reimbursable Expenses Included

☐ Sub-Consultant Services Included

Copy To:

☒ Accounting

☐ _____

Attachments:

☐ None

☐ Exhibit(s) (copy attached)



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

HR GREEN, INC.

City of Nevada, IA

Authorized
Signer: _____

Accepted by: _____

Printed/
Typed Name: _____

Printed/
Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 034 (2025/2026)

**A RESOLUTION ACCEPTING DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT
AND ACCEPTING TEMPORARY ACCESS EASEMENT BETWEEN THE CITY OF NEVADA,
IOWA AND CLEM ACRES L.L.C.**

WHEREAS, the City of Nevada, Iowa ("City"), and West Indian Research Acres, LLC ("Company") previously entered in a Real Property Charitable Agreement per Resolution No. 020 (2025/2026) dated September 22, 2025, Attachment #1; and

WHEREAS, the gift of Parcel L was conditioned on the City's execution of the Drainage Maintenance and Easement Agreement, which requires the City to undertake certain repair and maintenance obligations to the drainage tile system under a portion of Parcel L which benefits the adjoining Parcel M, owned by Clem Acres, LLC; and

WHEREAS, the Drainage Maintenance and Easement Agreement by and between the City and Clem Acres, LLC, ("Owner") is set forth in Attachment #2; and

WHEREAS, the previously executed Real Property Charitable Agreement also requires Clem Acres, LLC to grant the City a Temporary Access Easement per Attachment #3 for the purpose of ingress and egress to W. T Avenue to allow the City time to construct a separate access drive between Parcel L and W. T Avenue; and

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

1. The Drainage Maintenance and Easement Agreement, Attachment #2 herein, between the City of Nevada and Clem Acres LLC, in which City agrees to keep the drainage improvements in good repair and condition in a manner permitting unobstructed flow of surface and storm water from Parcel M through and within said Drainage Improvements into abutting outlets, pursuant to Attachment #2, is hereby approved.
2. The City of Nevada, Iowa, hereby accepts the Temporary Access Easement granted by Clem Acres LLC to the City, in the form hereto as Attachment #3.
3. The Mayor and City Clerk are authorized to execute the Drainage Maintenance and Easement Agreement and Temporary Access Easement.
4. Upon receipt of the executed Drainage Maintenance and Easement Agreement and Temporary Access Easement, City Staff is hereby authorized to record the Agreement and Easement with the Story County Recorder, and take such any other actions necessary to accept the land donation and effectuate the terms of the Real Property Charitable Agreement dated September 22, 2025.

PASSED AND APPROVED this 8th day of December, 2025.

Ryan Condon, Mayor

ATTEST:

, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 034 (2024/2025) be adopted.

AYES: __

NAYS: __

ABSENT: __

The Mayor declared Resolution No. 034 (2024/2025) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 034 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8th day of December, 2025.

Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2025-2026\034-Clem Acres Drainage-Easement Agm, temp ease.doc

Attachment # 1

Item # 13
Date: 9/22/25

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

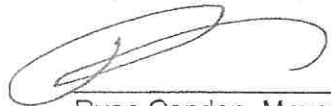
WHEREAS, City and Company agree that fair market value of the Real Property is \$458,000.00, based on a qualifying appraisal of the Real Property; and

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

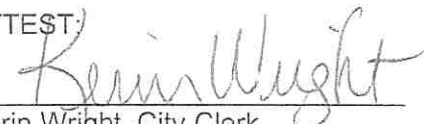
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Real Property Charitable Agreement with West Indian Research Acres, LLC, per attached Exhibit B. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of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

PASSED AND APPROVED this 22nd day of September, 2025.



Ryan Condon, Mayor

ATTEST

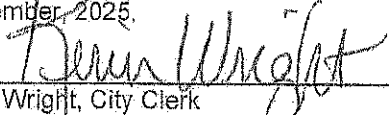

Kerin Wright, City Clerk

Moved by Council Member Jason Sampson, seconded by Council Member Dane Nealson, that Resolution No. 020 (2025/2026) be adopted.

AYES: Sampson, Nealson, Ehrig, Spence
NAYS: None
ABSENT: Corbin
ABSTAIN: Skaggs

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 22nd day of September, 2025.


Kerin Wright, City Clerk

F:\Official Council Resolutions\2024-2025\040-Venture Wastewater Agreement.doc

REAL PROPERTY CHARITABLE DONATION AGREEMENT

This Real Property Charitable Donation Agreement (this "Agreement") is made and entered into as of November 14, 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.¹

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

¹ 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 it 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

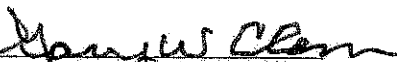
CITY'S PRIOR USE OF A PORTION OF THE REAL PROPERTY, AND ARE IN PARTIAL CONSIDERATION OF THE COMPANY'S AGREEMENT TO ENTER INTO THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE SETTLEMENT AND DELIVERY OF THE DEED.

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. Clain, Manager

City of Nevada, Iowa

By: 

Name: Ryan Condon, Mayor

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: _____

Prepared by/Return to: Karen L. Karr, 666 Grand Ave., Suite 2000, Des Moines, Iowa 50309: (515) 242-2400

DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT

THIS DRAINAGE MAINTENANCE AND EASEMENT AGREEMENT (this "Agreement") is dated effective as of December ____, 2025 (the "Effective Date") and is entered into by and between the City of Nevada, Iowa (the "City"), in the first part, and Clem Acres, LLC, an Iowa limited liability company ("Owner"), in the second part. City and Owner are each a "Party" and together, the "Parties".

RECITALS:

WHEREAS, Owner is the current owner of land legally described on Exhibit "A", attached hereto and hereby made a part hereof ("Parcel M");

WHEREAS, the City is the current owner of land legally described on Exhibit "B", attached hereto and hereby made a part of ("Parcel L"), which Parcel L the City received as a charitable donation from West Indian Research Acres, LLC;

WHEREAS, a drainage tile and related drainage improvements (as may be repaired, replaced, or otherwise improved hereunder, collectively, the "Drainage Improvements" and each, a "Drainage Improvement") are located on Parcel L and provide drainage from Parcel M to abutting outlets;

WHEREAS, the gift of Parcel L was conditioned on the City's execution and delivery of this Agreement; and

WHEREAS, the City desires to undertake certain repair and maintenance obligations, and to grant an easement in favor of Owner and its successors and assigns, as owner of Parcel M, all on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. **Recitals.** Terms used in the above Recitals are made a part hereof by this reference.
2. **Maintenance and Use.** City will constantly keep the Drainage Improvements now or hereafter located on Parcel L in (i) good repair and condition, consistent with similarly situated and used Drainage Improvements; (ii) compliance with all applicable law, and (iii) a manner that permits the unobstructed flow of surface and storm water from Parcel M through and within said Drainage Improvements into abutting outlets. Further, the City will not (nor allow any employee, agent, licensee,

contractor, subcontractor, or tenant to: (i) use or improve Parcel L in a way that obstructs the flow of surface and storm water from Parcel M through and within the Drainage Improvements now or hereafter located on Parcel L or Owner's use and enjoyment of its rights under this Agreement or (ii) without the Owner's advance, written consent, which consent Owner may not unreasonably withhold, condition, or delay, remove, relocate, or change the drop or elevation of any of the Drainage Improvements now or hereafter located on Parcel L.

If any of the Drainage Improvements now or hereafter located on Parcel L are hereafter damaged or otherwise in need of repair or replacement, as applicable, to comply with the terms of this Agreement, then, in any such case, the City will promptly repair or replace, as necessary and applicable, or cause such repair or replacement of, any so damaged or outworn Drainage Improvements, such repairs and replacement, and all related work, to be completed, at the City's sole cost and expense without reimbursement of any kind from Owner, free of liens and encumbrances, and, otherwise in a good and workmanlike manner, in accordance with all applicable law, and as expeditiously as possible. All such repairs, replacements, and work shall result in the Drainage Improvements, as repaired or replaced hereunder, being in a condition required by this Agreement (including, without limitation, in a condition that permits the unobstructed flow of surface and storm water from Parcel M as above required) and consistent with similarly used and located Drainage Improvements (and in no worse of a condition than existing on the Effective Date). If the City fails to maintain the Drainage Improvements now or hereafter located on Parcel L in the manner required by this Agreement, and such failure continues for more than 30 days after Owner or its tenant provides written notice to the City, then Owner and/or its tenant, directly or through any of its agents, employees, or contractor (or such contractor's subcontractors), may thereafter make such repairs and replacements as are necessary to restore the applicable Drainage Improvements to the condition required by this Agreement; provided, that, in the case of an emergency, Owner or its tenant may exercise its rights immediately upon the discovery of the related damage or needed repair or replacement and without first providing the City with 30 days to make such repairs or replacements. If Owner or its tenant undertakes any repair or replacement hereunder, the City will, within 30 days after receipt of Owner's or its tenant's written demand and supporting invoices, reimburse any such party for all reasonable costs incurred by such party in connection with such repair and/or replacement and the exercise of rights hereunder.

An emergency shall be deemed to exist hereunder when entry is reasonably necessary to protect against immediate and irreversible damage to Parcel M, or any part thereof, including without limitation, backflow onto or flooding of Parcel M.

3. **Easements.** City hereby grants, bargains, and conveys unto (i) Owner and its tenants, successors, and assigns, and their respective employees, consultants, contractors and contractor's subcontractors, from time to time, a perpetual, non-exclusive easement on, over, across, in, and through Parcel L to inspect the condition of the Drainage Improvements now or hereafter located on Parcel L and to exercise its rights under this Agreement including, without limitation, the repair and replacement rights under Section 2 of this Agreement, and in connection with the exercise of any or all such rights, the right to install, uninstall, reinstall, construct, reconstruct, replace, inspect, maintain, and repair any or all Drainage Improvements now or hereafter located on Parcel L and other necessary drainage improvements, including, without limitation, tile, drainage, and/or storm/surface water outlet terraces, inlets, lines, facilities, meters, valves, support brackets, piping, wiring, and other necessary equipment and appurtenances; and (ii) Owner and its tenants, successors, and assigns a perpetual, non-exclusive easement on, over, across, in, and through Parcel L to drain and discharge storm and surface water from Parcel M into and through the Drainage Improvements now or hereafter located on or under Parcel L (collectively, the "Easements" and each, an "Easement"), together with all rights of access, ingress, and egress reasonably necessary for the use and enjoyment of each Easement and enjoyment of Owner's (and its tenants, their respective contractors and subcontractors, and its successors and assigns) rights under this Agreement.

4. **Obstructions and Changes in Grade Prohibited.** Without Owner's advance, written consent, the City will not (i) place or allow obstructions to be placed in, on, over, under, across, or through ~~the Drainage Improvements now or hereafter located on Parcel L or any inlet or drain thereto;~~ (ii) change or permit another person or entity to change the grade or contour of Parcel L; or (iii) take or permit any other action; in each case, to the extent such obstructions, change, or action would unreasonably interfere with Owner's or its tenant's use and enjoyment of any Easement or rights afforded to it under this Agreement. Owner and any tenant of Owner has the right (but not duty), to enter upon Parcel L to remove any obstruction prohibited hereunder.

5. **Limitation of Liability.** Each Party is responsible for its and its Related Parties' actions and negligence. Each Party will, to the fullest extent permitted by applicable law, indemnify and hold harmless the other Party and its Related Parties and successors harmless from and against any and all third party claims, damages, expenses (including, without limitation, reasonable attorneys' fees and court costs), and losses (collectively, "Claims" and each, a "Claim") to the extent arising from or related to the indemnifying Party's or any of its Related Parties' gross negligence, willful misconduct, or breach of this Agreement. Such indemnification will survive any termination of this Agreement. A Party's "Related Parties" means its agents, employees, contractors (including, without limitation, such contractor's employees, and subcontractors) mortgagees (including, without limitation, such mortgagee's employees and agents), tenants, guests, invitees, and licensees. For purposes of this Section, a Party and its Related Parties are not a Related Party of the other Party.

6. **Runs With Land.** This Agreement (including, without limitation, the Easements and the Parties' respective rights and obligations contemplated in this Agreement) runs with the land, is binding on the City and Parcel L, and beneficial to Parcel M and Owner, and the terms of this Agreement, including the obligations imposed on the City hereunder, will inure to the benefit of, and extend to and be binding on, each Party's successors and assigns, including, without limitation, any future owner of any part of Parcel L or Parcel M, as applicable, as if such owner was an original signatory to this Agreement; provided, that, nothing in this Section will be construed to supersede any requirement, under this Agreement, to obtain a Party's consent to an assignment of this Agreement.

7. **Remedies; Injunctive Relief.** In the case of a Party's default of its obligations under this Agreement, the non-defaulting Party may pursue all rights available to it under this Agreement, at law, or in equity, including, without limitation, the right to seek injunctive relief, a decree of specific performance, or similar relief, to require the defaulting Party to cure the default or otherwise enjoin the action giving rise to the default (the Parties acknowledging that a default may cause irreparable harm for which monetary damages are inadequate); provided, that, in no case will a default of a Party entitle the other Party to this Agreement to termination of this Agreement. A Party's rights and remedies are cumulative and not exclusive. Any amount remaining unpaid after the date due hereunder will accrue interest at a rate of 10% per annum or the highest rate allowed by law, whichever is less.

8. **Notices.** All notices under this Agreement must be in writing and sent by U.S. certified or registered mail, postage prepaid, return receipt requested, or by overnight courier addressed as follows: (i) for so long as the City of Nevada, Iowa is a party hereto, any notice sent to the City shall be sent to Nevada City Hall; and (ii) for any other Party, to the address on file with the Story County, Iowa Treasurer for delivery of real estate tax statements to such Party in connection with its ownership of Parcel M or Parcel L, as applicable. Any notice or document required or permitted to be delivered to a Party hereunder will be deemed delivered (i) 48 hours after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (ii) one (1) Business Day after being deposited with an overnight courier, in each case, if addressed to a Party in accordance with this Agreement. A Party may change its

representative for personal delivery or its mailing or email address for notices by delivering written notice to the other Party.

9. **Warranties.** The City represents, warrants, and covenants to Owner that the City holds and owns fee title to Parcel L; that the City has good and lawful authority to execute, deliver, and perform under this Agreement; that Parcel L is free and clear of all liens, encumbrances, and adverse claims, other than those appearing of record as of the Effective Date; and that the City will warrant and defend each Easement and Owner's rights under this Agreement against the lawful claims of all persons. No consent or approval from any third party is required to be obtained in connection with the City's execution and delivery of and performance of this Agreement.

10. **Attorneys' Fees.** If a Party brings a legal action or proceeding against the other to enforce any covenant or provision under this Agreement, the prevailing Party in such action or proceeding is entitled to recover, in addition to other damages or remedies available at law or in equity, its reasonable costs of bringing and prosecuting such action or proceeding including, but not limited to, court costs, expert witness fees, and reasonable attorneys' fees.

11. **Waiver.** A Party's failure to insist in any one or more instances upon performance of any term or condition of this Agreement will not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligation of such Party with respect thereto will continue in full force and effect.

12. **Governing Law.** This Agreement will be construed and governed in accordance with the laws of the State of Iowa, without regard to its choice of law principles.

13. **No Joint Venture.** Nothing in this Agreement is deemed to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between or amongst the Parties.

14. **Assignment.** No Party will assign its rights and obligations under this Agreement without the prior, written consent of the other Party; provided, that, consent of a Party is not required for a Party to sell all or any part of Parcel L or Parcel M; provided, further, a Party's engagement of a third party to complete work for which it responsible hereunder shall not require the consent of the other Party.

15. **Miscellaneous.** Time is of the essence as to this Agreement. This Agreement, including, without limitation, the exhibits attached hereto, represents the entire agreement of the Parties as to the subject matter hereof and supersedes all prior negotiations, and agreements related to such subject matter. No amendment of this Agreement will be binding unless set forth in a writing, duly executed by the Parties. If any term hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such term will be of no force and effect, but the illegality, voidability, and unenforceability will neither affect nor impair the enforceability of any other term of this Agreement. Words and phrases herein will be construed as in the singular or plural number, and as masculine, feminine, or neutered gender, according to the context. This Agreement will not be construed more strictly against a Party merely because it may have been drafted or prepared by such Party or its legal counsel, it being recognized that this Agreement is the product of negotiation. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original for all purposes and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

[Signature Pages Follow]

CITY:¹

CITY OF NEVADA, IOWA

By: _____
Ryan Condon, Mayor

Attest:

Approved as to form:

By: _____
Print Name: _____: Kerin Wright
Erin Clanton, City Attorney

Title: City Clerk: _____

STATE OF IOWA)
) ss.
COUNTY OF STORY)

This record was acknowledged before me on _____, 2025 by Ryan Condon and [INSERT], as Mayor and Kerin Wright [INSERT], as City Clerk [INSERT], respectively, of the City of Nevada, Iowa, an Iowa municipal corporation by authority of its City Council, as contained in Resolution and Roll Call No. [INSERT] adopted by the City Council on _____, 2025.

NOTARY PUBLIC IN AND FOR SAID STATE
MY COMMISSION EXPIRES: _____

¹ NTD: Does City have a seal we need to call out?

By: Gary W. Clem, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

NOTARY PUBLIC IN AND FOR SAID STATE
MY COMMISSION EXPIRES:

Exhibit "A"
[Parcel M]

That 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, being more particularly described as follows: Commencing at the Center of said Section 1; thence S88°31'41"E, 942.89 feet along the north line of said Southeast Quarter to the point of beginning; thence continuing S88°31'41"E, 1621.42 feet; thence S00°18'52"W, 83.00 feet; thence S88°31'41"E, 90.00 feet to the east line of said Section 1; thence S00°18'52"W, 738.94 feet along said line to the Northeast Corner of Parcel G in the East Half of said Southeast Quarter; thence N88°31'03"W, 659.90 feet to the Northwest Corner thereof; thence S00°18'45"W, 617.48 feet to the Southwest Corner thereof and the north line of the Chicago & Northwestern Railroad (U.P.R.R.); thence N85°53'48"W, 762.55 feet along said line; thence N00°19'05"W, 604.68 feet; thence N88°31'41"W, 275.00 feet; thence N00°19'05"W, 800.00 feet to the point of beginning, containing 42.41 acres, which includes 1.91 acres of existing public right of way. The foregoing is Parcel M on that certain Plat of Survey recorded with the Recorder in and for Story County, Iowa on August 13, 2024, as Instrument Number 2024-05745.

Exhibit "B"
[Parcel L]

~~That 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, being more particularly described as follows: Commencing at the Center of said Section 1; thence S88°31'41"E, 530.36 feet along the north line of said Southeast Quarter to the Northwest Corner of the East 40 Acres of the North 50 Acres of said Southeast Quarter and the point of beginning; thence continuing S88°31'41"E, 412.53 feet; thence S00°19'05"E, 800.00 feet; thence S88°31'41"E, 275.00 feet; thence S00°19'05"E, 604.68 feet to the north line of the Chicago & Northwestern Railroad (U.P.R.R.); thence following said line N85°53'48"W, 362.93 feet; thence N16°19'05"W, 53.35 feet; thence N85°53'48"W, 843.25 feet to the west line of said Southeast Quarter; thence N00°19'05"W, 476.77 feet along said line to the Southwest Corner of said North 50 Acres; thence S88°31'03"E, 530.36 feet along said line to the Southwest Corner of said East 40 Acres of the North 50 Acres; thence N00°19'05"W, 821.78 feet to the point of beginning, containing 22.45 acres, which includes 0.31 acres of existing public right of way. The foregoing is Parcel L on that certain Plat of Survey recorded with the Recorder in and for Story County, Iowa on August 13, 2024, as Instrument Number 2024-05745.~~

Attachment #3

PREPARED BY/ RETURN TO:

Erin Clanton, Brick Gentry, P.C. 6701 Westown Parkway, Ste 100, West Des Moines, Iowa 50266 (515) 274-1450
Previously Recorded Instrument: 2024-05745

TEMPORARY ACCESS EASEMENT

That the undersigned, Clem Acres, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Nevada, Iowa, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto the City of Nevada, Iowa, a municipal corporation, in the County of Story, State of Iowa, hereinafter referred to as "Grantee" or "City", for the Term (defined below), a non-exclusive temporary access easement (this or the "Temporary Access Easement") over and across the following described real estate (the "Easement Area"):

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 above-described Temporary Access Easement is granted unto the City of Nevada, Iowa subject to the terms and conditions set forth below.

1. Term of Temporary Access Easement. The Temporary Access Easement shall be for the purpose of ingress and egress between W. T Avenue and the City's property legally described on Exhibit "A", attached hereto and hereby made a part hereof ("Parcel L") and may be used, subject to the other terms of this instrument, by the City until the earlier of: (i) one year after the date of recording of the Temporary Access Easement; or (ii) the date the City constructs a separate access drive providing direct access between Parcel L and W. T Avenue (the "Term"). If the Temporary Access Easement terminates under subsection (ii) of this Section, the City will promptly execute and deliver a recordable termination of this instrument and the Temporary Access Easement, such obligation to survive any such termination. Otherwise, the Temporary Access Easement shall immediately and automatically, without further notice or action on the part of either party hereto, terminate at 11:59 p.m. on the date that is immediately before the one-year anniversary of the recording date hereof, at which point this instrument, other than the terms that expressly survive termination hereof, shall be null and void.

As of termination of the Temporary Access Easement, the City shall have no further rights under this instrument or the Temporary Access Easement and the easement reserved on the Plat of Survey, filed of record in the Office of the Story County Recorder, as Instrument No. 2024-05745, shall forever and immediately terminate and be of no further force and effect.

2. No Obligation to Maintain. Grantor, and its successors and assigns, shall have no obligation to construct, maintain or improve the dirt path currently located within the Temporary Access Easement and the City accepts the Easement Area in its current, "as is" condition, without any representation or warranty of any kind as to the Easement Area or the Temporary Access Easement. Except as provided in Section 6, below, the City shall not improve the Easement Area without the advance, written consent of Grantor. The City shall keep the Easement Area lien free.
3. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Neither Grantor nor the City shall erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the other party, nor shall Grantor or the City cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Temporary Access Easement without obtaining the prior written consent of the other party. The City acknowledges that the Easement Area and, therefore, the Temporary Access Easement are subject to easements, covenants, restrictions, and other matters of record and that the Temporary Access Easement is non-exclusive, with Grantor retaining rights, for itself and its tenants (and their respective successors and assigns) to use the Easement Area in any way that does not materially interfere with the City's access over the Easement Area and to and from Parcel L during the Term.
4. Change of Grade Prohibited. During the Term, neither Grantor nor the City shall change the grade, elevation or contour of any part of the Temporary Access Easement without obtaining the prior written consent of the other party, which consent Grantor may withhold in its sole discretion. During the Term, either party shall have the right to restore any changes in grade, elevation or contour made by the other party without prior written consent of the other party.
5. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress thereto as reasonably necessary for the use and enjoyment of the Temporary Access Easement from Parcel L. The City's and its employee's, agent's, contractor's, and representative's, access and use of the Temporary Access Easement shall be at the City's and such parties' own risk.
6. Property to be Restored. The City shall, at Grantor's election, restore the Easement Area after exercising its rights hereunder to the condition existing on the date of first entry made pursuant to the Temporary Access Easement, including, without limitation, as necessary, filling in of ruts and re-rocking any gravel portions or reimburse Grantor for costs incurred by Grantor to so restore the Easement Area. The City shall, before the expiration of the Term, remove, from the Easement Area, all materials and equipment placed within the Easement Area by or for the City.
7. Liability. Except as may be (and then only to the extent) caused by the negligent acts of the Grantor, its tenants, employees, agents or representatives, the Grantor shall not be liable for injury or property damage to City, including its employees, agents, and representatives, or the property of the City or any such parties, occurring in or to the Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Temporary Access Easement. To the fullest extent permitted under law, the City shall indemnify and hold harmless Grantor and its agents, tenants, successors, and assigns from and against any damages, claims, and/or suits, and related expenses and costs (including, without limitation, reasonable attorneys' fees, court costs, expert fees, and remediation costs), arising out of or related to the City's and/or any of the City's agent's, contractor's, employee's, or representative's exercise of the rights granted in this instrument or use of the Easement Area, except to the extent caused by the negligent acts of Grantor or its tenants, employees, agents or representatives, and/or breach of the Temporary Access Easement or

the terms of this instrument. The foregoing indemnity shall survive termination of the Temporary Access Easement.

During the Term and continuing until its actual vacation from the Easement Area, the City shall not use, and shall ensure that its agents, contractors, representatives, and employees do not use, generate, place, store, release, or otherwise dispose of hazardous substances or materials on, at, or under the Easement Area, except in strict conformity with applicable law, including, without limitation, environmental law. Hazardous substance or materials shall include, without limitation, any material, substance, product, or waste declared hazardous or toxic, or requiring special handling, storage, investigation, notification, monitoring, or remediation, under applicable law, including, without limitation, any environmental law. An environmental law includes any federal, state, or local environmental or health and safety related law, order, ordinance, rule, or regulation, whether existing as of the date hereof, previously enforced, or subsequently enacted, relating to (i) emissions, discharges, spills, releases or threatened releases of hazardous substances or materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems; (ii) the use, treatments, storage, disposal, handling, manufacturing, transportation, or shipment of hazardous substances or materials; or (iii) the protection of human health or the environment, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Federal Clean Water Act, the Safe Drinking Water Act, and the Federal Water Pollution Control Act, as each may be amended. In the event of a breach of the foregoing, the City shall, unless otherwise directed by Grantor, immediately undertake or cause to be undertaken remediation or removal according to all applicable law, including, without limitation, any applicable environmental law, such obligation to survive any termination of this Temporary Access Easement.

8. Insurance. During the Term and continuing until its actual vacation of the Easement Area, the City shall carry property insurance on its easement interest and its personal property and, with respect to the Temporary Access Easement, liability insurance, in amounts customary for similarly used and located easements. To the fullest extent permitted by applicable law, the City waives damages covered by the insurance required hereby, and shall require any third parties carrying insurance for its benefit to include similar waivers.

Easement Benefit. This Temporary Access Easement shall be for the benefit of the City and its agents, employees, representatives, and contractors during the Term, which agents, employees, representatives, and contractors shall use the Easement Area and Temporary Access Easement subject to the terms of this instrument. Neither the Temporary Access Easement nor the City's rights under this instrument are assignable without the advance, written consent of Grantor. Nothing in this instrument shall be construed as a public dedication of the Easement Area.

9. Easement Runs with Land for the Term. This Temporary Access Easement shall run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns only during the Term.
10. Acceptance. This instrument and the Temporary Access Easement shall not be binding on the parties hereto until the City has approved and accepted the same, which approval and acceptance shall be noted below by the City Clerk.
11. Miscellaneous. The invalidity or unenforceability of any covenant, condition, term, or provision in this instrument shall not affect the validity and enforceability of any other covenant, condition, term or provision herein. The conditions, terms, and provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Iowa. The section headings are included only for convenience and shall not be construed to modify or affect the covenants, terms or provisions of any section. Nothing in this instrument shall be deemed or construed by a party hereto or by any third person to create the relationship of principal and agent or of limited or general partners or of joint

venturers or of any other association between Grantor and the City. The failure of either party to insist in any one or more instances upon performance of any term or condition of this instrument shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligation of such party with respect thereto will continue in full force and effect. This instrument, including, without limitation, the exhibits attached hereto, represents the entire agreement of the parties hereto as to the subject matter hereof and supersedes all prior negotiations and agreements. This instrument and any acceptance hereof may be executed in one or more counterparts, each of which shall be deemed to be an original for all purposes and all of which together shall constitute one and the same instrument.

The Grantor does hereby covenant with the said Grantee, that said Grantor holds the Easement Area by title and fee simple, subject to easements, covenants, restrictions, and other matters of record and an unrecorded farm lease; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be stated in this instrument and except for easements, covenants, restrictions, and other matters of record and an unrecorded farm lease; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Signature Page to Follow

GRANTOR:
CLEM ACRES, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

NOTARY PUBLIC IN AND FOR SAID STATE
MY COMMISSION EXPIRES:

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF STORY)

I, Kerin Wright, City Clerk of the City of Nevada, Iowa, do hereby certify that the within and foregoing Temporary Access Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of December, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of December, 2025.

City Clerk of the City of Nevada, Iowa

Exhibit "A"
[Legal Description of Parcel L]

That 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, being more particularly described as follows: Commencing at the Center of said Section 1; thence S88°31'41"E, 530.36 feet along the north line of said Southeast Quarter to the Northwest Corner of the East 40 Acres of the North 50 Acres of said Southeast Quarter and the point of beginning; thence continuing S88°31'41"E, 412.53 feet; thence S00°19'05"E, 800.00 feet; thence S88°31'41"E, 275.00 feet; thence S00°19'05"E, 604.68 feet to the north line of the Chicago & Northwestern Railroad (U.P.R.R.); thence following said line N85°53'48"W, 362.93 feet; thence N16°19'05"W, 53.35 feet; thence N85°53'48"W, 843.25 feet to the west line of said Southeast Quarter; thence N00°19'05"W, 476.77 feet along said line to the Southwest Corner of said North 50 Acres; thence S88°31'03"E, 530.36 feet along said line to the Southwest Corner of said East 40 Acres of the North 50 Acres; thence N00°19'05"W, 821.78 feet to the point of beginning, containing 22.45 acres, which includes 0.31 acres of existing public right of way. The foregoing is Parcel L on that certain Plat of Survey recorded with the Recorder in and for Story County, Iowa on August 13, 2024, as Instrument Number 2024-05745.

City Administrators Report

November 20-December 4, 2025

PFAS

You will notice that the agenda includes a discussion regarding PFAS litigation, and I would like the Council to consider whether the City wishes to participate in this opportunity. I have asked Erin to review the agreement to ensure there are no legal or procedural issues we might be overlooking before making a final recommendation. Based on preliminary information, if the City were to qualify and ultimately receive compensation, the estimated award would likely fall in the range of \$100,000 to \$150,000. However, as I mentioned in my November report, it is unclear whether we would meet the eligibility criteria for participation. When our wells were previously tested, our PFAS levels were extremely low, far below the thresholds typically associated with this litigation, which may prevent us from qualifying for any settlement funds. It is important to note that if the City were to receive compensation, the agreement requires that one-third of the award be paid to the attorneys as reimbursement for their work on the case. This fee would only apply if a settlement is awarded. If the City does choose to opt into the program, the legal firm managing the case would arrange for a third-party company to conduct new PFAS testing on all of our wells at no cost to the City. These updated results would determine our eligibility and whether participation in the lawsuit would be beneficial. I look forward to discussing this further with the Council and receiving direction on how to proceed.

Trunk Line Stilling Structure

We have recently received several complaints regarding an odor coming from the stilling structure along S-14. In response, we are actively working with our engineering team to identify the underlying cause and develop a long-term solution to eliminate the smell.

In the meantime, Devin has been flushing the lines more frequently in that area, which we hope will help reduce or eliminate the odor that residents have been noticing. We will continue monitoring the situation closely and will update the Council as we make progress toward a permanent fix.

Access Control

We are currently researching options and obtaining quotes from several companies for the replacement of our access control system at City Hall, the Police Station, and the Water Plant. Our existing system, Brivo, has been in place since City Hall was constructed in 2008 and is managed through Johnson Controls. We were recently informed that this system will no longer be supported starting in February, and we have already begun experiencing operational issues, making replacement a priority. To ensure we select the best solution for the City's long-term needs, we have engaged with multiple vendors. We have reviewed a proposal from a company based in Marshalltown, and we are currently meeting with both Astra and Verkada. We have worked with all three companies in various capacities in the past, and each has provided reliable service. Ultimately, the decision will come down to the features and capabilities each system offers, including integration potential, security enhancements, management tools, and ongoing support. Once we have full proposals in hand, we will be able to compare the systems more thoroughly and determine which option best meets the City's operational and security needs.

CDBG

We recently held our quarterly meeting with the State regarding the Downtown Façade Improvement Program funded through the Community Development Block Grant (CDBG). The

meeting went very well, and the State confirmed that the project remains on schedule and in full compliance with program requirements. These quarterly check-ins are designed to review progress, confirm documentation, and ensure that all components of the project continue moving forward as planned. At this stage, we are preparing to release construction bid documents in February, with the goal of selecting contractors shortly thereafter. This timeline will allow renovation work to begin as soon as weather conditions permit, ensuring that the project maintains momentum and stays aligned with the overall construction schedule.

Kading Groundbreaking

We held the groundbreaking ceremony for the Kading property development on December 3rd, and the event was well attended by community members, project partners, and local officials. Following the ceremony, we traveled to Boone to tour Kading's development there, where several units have already been completed. The finished homes were impressive, well-designed, efficient, and thoughtfully constructed, providing a clear sense of the quality we can expect here in Nevada. This project represents a significant investment in our community, and based on what we observed in Boone, it will be a tremendous asset once completed. The development will contribute positively to Nevada's housing options and overall growth, and we are excited to see progress continue in the coming months.

GIS Training

WHKS visited City Hall this week to provide staff training on our Geographic Information System (GIS) program and to demonstrate the extensive capabilities the system offers. The training highlighted just how powerful GIS can be in helping us manage, visualize, and share data across multiple departments. Staff were highly engaged throughout the session and are enthusiastic about the opportunities GIS presents, especially the ability to generate customized maps for a wide variety of uses. At this time, we have already mapped a significant portion of our community assets, including all major infrastructure, grave sites, trees, and traffic and street signs. As we continue to build out the system, the ability to create additional layers and specialized maps will greatly improve internal efficiency and data accessibility. One of the most exciting future benefits will be the option to make certain GIS maps available online for public access, allowing residents to easily view information such as infrastructure locations, cemetery plots, and other relevant community assets. This will enhance transparency and provide a valuable resource for both staff and citizens.

Ames Resource Recovery

At our last council meeting, I was asked to contact Marshall County and Hardin County to inquire about their pricing and to determine whether they would allow the City to discharge our waste at their facilities should the Council decide to pursue that option. I have reached out to both counties, and their primary question at this stage is the tonnage they would be receiving from the City. Because I do not have those figures readily available, I have been in communication with our seven licensed haulers to gather accurate tonnage data. This information is essential for the counties to calculate fees and determine capacity. As expected, the process is taking some time due to the number of haulers involved. At this point, I have received responses from three of the seven, and I am still awaiting information from the remaining four. Once all tonnage data has been collected, I will follow up with both counties and bring updated information to the Council for further discussion.

Monthly Meetings

Rotary
Design Committee
Alliance
Senior Thanksgiving
Leadership
Foundation



STAFF MEETING AGENDA

Monday, December 1, 2025 @ 9:00 A.M.

- i. CDBG- Historian/Lead/Asbestos
- ii. GIS Training-Dec. 2nd
- iii. Decommission
- iv. Dye Testing- Trunk Plan
- v. Oak Park Trail
- vi. Sierra Heights- Groundbreaking Dec. 3
- vii. Land Discussion
- viii. Resource Recovery Center
- ix. Northview
- x. Capstone
- xi. Keystone
- xii. WWTP



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

To: Mayor and City Council
From: Chris Brandes, Public Safety Director/Chief of Police
Date: Tuesday, December 2, 2025
Ref: Report for City Council Meeting for Monday, December 8, 2025

Staffing

No changes to staffing numbers at this time.

Activity

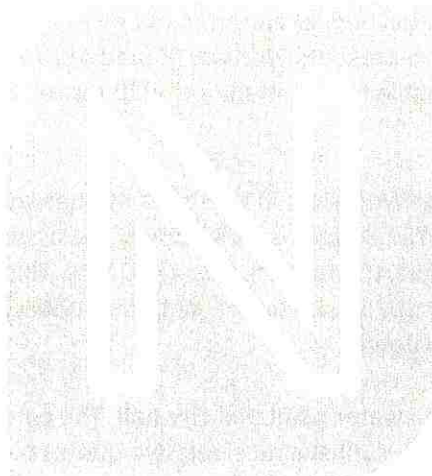
The police department has either responded to or self-initiated 575 calls for service in the month of November.

Highest number of calls listed below:

Traffic Stops: 202
General Info: 60
Medical Assists: 37
Animal Call: 30
Suspicious Person: 21
Reckless Driving: 18
Motorist Assists: 18
Welfare Checks: 15

Respectfully submitted,

Chris Brandes
Public Safety Director
Chief of Police



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

December 2, 2025

TO: Mayor - City Council Members
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

With the cancellation of the second meeting in December a small claims list will be sent out electronically to Mayor and Council for review on Friday, December 19th. Please review the list and let us know if there are any invoices that you have questions. We can hold that check for the next regular council meeting in January. Let us know by Tuesday, December 23rd. Please don't respond all when replying. Thank you!

Attached is an updated FY27 Budget Timeline. The Council Budget Committee will be meeting immediately following the regular council meeting on December 8th to review the budget worksheets. Those worksheets will be presented to the full council for review and approval on January 12, 2026. The Budget Workshop is scheduled for Monday, February 9, 2026, after the regular council meeting. The February 23rd meeting Council will approve the maximum levy numbers to submit to the County for the letters that go out to all property owners. The first public hearing (separate meeting) on the levy numbers will be held March 23rd and the final public hearing for the actual budget adoption will be held on April 13th. The two dates that are very important all council members are present: February 9th and April 13th. The other dates are equally important, however, if someone is unable to attend the other dates the budget could be reviewed individually on a different day.

Erin Mousel and I attended the Budget Workshop in West Des Moines last month. Key takeaways – The rollback for Residential property for FY27 Budget is 44.5345% of the assessed value given by Story County Assessor's office. Last year, FY26 Budget, the rollback was 47.4316%. This is an assessment year so most property will have an increase in their 2025 assessment. With the rollback being less than the previous year it will help bring the taxable valuation down.

Staff is looking at security access to the water plant and city hall. The current system is outdated and will no longer be available after February 2026. We have received two quotes to date and are waiting on a couple more with the goal of bringing this to Council in January.

Kerin Wright
City Clerk/Finance Director



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

TO: Chris Brandes, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: December 2, 2025

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

Calls to date in Nov. 2025: 669
Calls to date same time last year (2024): 648

Fires for Nov. 2025: 1
EMS for Nov. 2025: 52
Good intent for Nov. 2025: 19
Community events for Nov. 2025: 6

Membership:

Current roster number of members: 41

No change within membership however 5 people have requested to be considered as non-resident members to the department. They will undergo our processes for consideration and be evaluated for on-boarding at the December 3rd business meeting.

Delay or Minimal Staffing on Calls

11/11/25 07:36 am **two-vehicle motor vehicle crash with entrapment with 3 patients and 1 extrication needed** (1 F/T and 3 volunteers responded)

11/19/25 07:19 am **two-vehicle motor vehicle crash with entrapment** (1 F/T and 3 volunteers responded)

*Daytime responses continues to be an area where we lack enough responders to handle complex calls like these two-vehicle accidents with entrapment. You can see both major accidents were handled with 4 firefighter staff.

Call Volumes

The statewide National Fire Incident Reporting System (NFIRS) run numbers from January to November 1 for the departments who report are in.

Nevada remains the 2nd busiest volunteer department in Iowa with 669 calls.

We are also the 2nd busiest in Story County as Ames (a full-time career department) logged 5223 calls.

Eldridge FD leads the volunteer departments with 670 runs.

FEMA AFG

NFD was awarded the 2024 AFG grant for \$20,000. This grant covers new fire hose, couplings, appliances, and nozzles for the new fire engine arriving within the next 30 days. Below are two pallets of fire hose for the new engine.



New Fire Engine

The new large capacity fire engine is nearing completion. It is getting the decals and being put through final pump testing. I anticipate arrival within 30 days. As this engine arrives, the old engine will transition out to the industrial site at Verbio-Lincolnway Energy. We also plan to transition a water tender (tanker) over to the street department for flushing storm mains.

December 2025



To: Mayor and City Council

From: Rhonda Maier, Director of Parks and Recreation

Re: Monthly Information Report

- Completed Work/Accomplishments
 - General Fund budget
 - Meeting with DASH Sports in regards to summer day camps
 - Senior Thanksgiving Luncheon
 - Legends Basketball team development
 - Lifeguard Training certification (Zach)
 - Lifeguard Instructor certification (Sarah)
 - General CIRL basketball games and practices
 - Various equipment repairs
 - Aerated all various park grounds and all athletic fields
 - Seeded Billy Sunday east and west, Kiwanis and Harrington soccer fields, Mardean
 - Winterization of cemetery and park facilities, including aquatic center
 - Leaf pick up in parks and cemetery
 - Lateral and media replaced in filters, still awaiting new filter tank
 - Planted trees for Rotary gazebo along 19th street
 - Cemetery spot spraying for creeping chalie
 - New plow (cemetery) and cutting edges purchased and installed (cemetery and parks)
- Items Currently Working On/Gathering Information
 - GIS iPad for Cemetery and Parks
 - GIS training
 - Legends fundraising
 - Harrington Park Master Plan
 - Pool vacuum purchase
 - Grant funding for Splash Pad Project & Harrington Park
 - Winter, spring and summer programs, events and activities.
 - Tennis court future (meeting with school)
 - Edging and clean-up of infields at SCORE
 - Adopt a flower bed/community beautification program
 - Trail signage update
- Staff, City Council, tennis court, Splashpad, GIS meetings

If you have any questions, please feel free to contact me directly at 515-382-4352 or by email at nevadarecreation@gmail.com. Thank you for your continued support of Nevada Parks and Recreation.

