



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, JANUARY 26, 2026 – 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=LzJOV0F2aEtoOEZxSkY4VGVTdHBpdz09>

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, January 26, 2026

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on January 12, 2026
 - B. Approve Payment of Cash Disbursements, including Check Numbers 89560-89621 and Electronic Numbers 4764-4846 (Inclusive) Totaling \$688,529.37 (See attached list)
 - C. Approve Provider Agreements for 2026 with NEDC, Main Street Nevada, Nevada Community School District, Story County Medical Center, and Story County for the "Our Nevada" Newsletter
 - D. Accept FY2024/2025 Nevada Annual Audit Report
 - E. Approve Renewal of Class "B" Retail Alcohol License for DOLGENCORP d/b/a/ DOLLAR GENERAL #1536, 1705 S B Avenue, Effective March 1, 2026

F. Approve Renewal of Class "E" Retail Alcohol License for FAREWAY STORES INC
d/b/a/ FAREWAY STORES, INC. #426, 1505 S B Avenue, Effective March 1, 2026

G. Approve Tax Abatement (Any tax abatements the council would like to know what it is
for)

a. BP2024-0033: 2024 5th Street, New Home

b. BP2025-109: 1107 Nevada Street, New Home

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

A. Library Annual Report Presentation

6. Approve Change Order No. 2 for Tributary to West Indian Creek – SRF Project B from Construct Inc. in the amount of \$6,585.00
7. Approve Lime Lagoon Dredging
8. Discussion and Appropriate Follow up Regarding Resource Recovery Center
9. Resolution No. 040 (2025/2026): Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder
10. Resolution No. 041 (2025/2026): A Resolution Accepting and Approving the Plat of Survey for Evergreen Memorial Garden Cemetery – A Plat within the City's Two-Mile Corporate Limits, Story County, Iowa

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

12. ADJOURN

The agenda was posted on the official bulletin board on January 22, 2026, 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, JANUARY 26, 2026 – 6:00 P.M.**

6. Approve Change Order No. 2 for Tributary to West Indian Creek – SRF Project B from Construct Inc. in the amount of \$6,585.00
Enclosed you shall find a brief explanation from the engineer and the second change order.
7. Approve Lime Lagoon Dredging
Enclosed you shall find an action form as well as two bids for the Lagoon at the Water Plant.
8. Discussion and Appropriate Follow up Regarding Resource Recovery Center
City Administrator Cook will provide an update regarding the prior discussions related to the eventual closing of the Ames Resource Recovery Center.
9. Resolution No. 040 (2025/2026): Resolution setting the date for a public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder
Enclosed you shall find the resolution to set the date to hold a public hearing to enter into a loan agreement.
10. Resolution No. 041 (2025/2026): A Resolution Accepting and Approving the Plat of Survey for Evergreen Memorial Garden Cemetery – A Plat within the City's Two-Mile Corporate Limits, Story County, Iowa
Enclosed you shall find the plat of survey for Evergreen Cemetery north of town for approval.

NEVADA CITY COUNCIL – MONDAY, JANUARY 12, 2026 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, January 12, 2026, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Luke Spence, Henry Corbin, Charlie Good, Jason Sampson, Andy Kelly, Sandy Ehrig. Absent: None.

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

Also in attendance were: Dane Nealson, Melissa Muschick, Al Kockler, Mike Sauer, Jane Heintz, Kirk & Julie Pederson, Audra Poterucha, Jim Samuelson, Michael Fulker, Brenda Dryer, Denise Coberley, Shane Heintz, Kathy Solko, Steve Manternach, Balinda Scavone-Martin, Tim Robinson, Julie Kieffer, Elizabeth Gindt

3. APPROVAL OF AGENDA

Motion by Jason Sampson, seconded by Henry Corbin, to approve the agenda. After due consideration and discussion, the roll was called. Aye: Sampson, Corbin, Good, Kelly, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

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

Motion by Luke Spence, seconded by Sandy Ehrig, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on December 8, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 89402-89559 and Electronic Numbers 4497-4763 (Inclusive) Totaling \$1,275,399.60 (See attached list); the First Interstate Card Purchases for the January 19, 2026 Statement, total \$6,616.88; and Sam's Club Card Purchases for January 22, 2026 Statement, total \$241.59
- C. Approve Financial Reports for Month of November, 2025
- D. Resolution No. 035 (2025/2026): A Resolution Appointing Jordan Cook CIRTPA (Central Iowa Regional Transportation Planning Alliance) TPC (Transportation Policy Committee) and TTC (Transportation Technical Committee) Primary Representative and Lucas Battani as CIRTPA TPC and TTC Alternate Representative
- E. Approve Renewal of Class E Retail Alcohol License for H&S STORES LLC d/b/a/ SUNDOWN LIQUOR & GROCERIES, 731 LINCOLN HWY, Effective January 17, 2026

- F. Approve Renewal of Class C Retail Alcohol License for NEVADA AMERICAN LEGION POST 48 d/b/a WILLIAM F BALL POST NO 48, AMERICAN LEGION IOWA, 1331 6th Street, Effective January 10, 2026
- G. Probationary Firefighters: Bella Maser, Quinn Miller, Devin Ikeda, Phoenix Gryp
- H. Approve Tax Abatement
 - 1. 633 Academy Circle, New Home
 - 2. 1105 Nevada St, New Home
- I. Approval of Garbage Licenses for 2026
 - 1. Waste Management of Iowa
 - 2. Jerry's Sanitation

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

5. PUBLIC FORUM:

- A. The Annual Library Presentation was postponed to a later date.
- B. Elizabeth Gindt and Julie Kieffer, operators of Harmony Clothing Closet, provided Council with an update; talking about donations, those they serve, and how they're able to sustain their operations.
- C. Board Member Audra Poterucha gave Council an overview of the happenings with the Camelot Theater Foundation. They've had many accomplishments and hosted a number of events for the Community and beyond.
- D. NEDC Director Brenda Dryer shared a recap of 2024-2025 Major Repair Grant Program, talking about the funds that went back to the community helping to support repairs focused on the safety and stability of folks who own their homes in the community.

- 6. Approve Pay Request No. 3 for Tributary to West Indian Creek – SRF Project B from Con-Struct Inc. in the amount of \$497.55

Motion by Jason Sampson, seconded by Luke Spence, to **approve Pay Request No. 3 for Tributary to West Indian Creek – SRF Project B from Con-Struct Inc. in the amount of \$497.55.** After due consideration and discussion, the roll was called. Aye: Sampson, Spence, Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

- 7. Approve Change Order No. 3 for WWTF Improvements – Phase 3 from Boomerang Corp for a total reduction of (\$92.42)

Motion by Jason Sampson, seconded by Henry Corbin, to **approve Change Order No. 3 for WWTF Improvements – Phase 3 from Boomerang Corp for a total reduction of (\$92.42).** After due consideration and discussion, the roll was called. Aye: Sampson, Corbin, Good, Kelly, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

- 8. Approve Pay Request No. 43 for WWTF Improvements – Phase 3 from Boomerang Corp in the amount of \$0.00

Motion by Jason Sampson, seconded by Andy Kelly, to **approve Pay Request No. 43 for WWTF Improvements – Phase 3 from Boomerang Corp in the amount of \$0.00.** After

due consideration and discussion, the roll was called. Aye: Sampson, Kelly, Ehrig, Spence, Corbin, Good. Nay: None. The Mayor declared the motion carried.

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

Motion by Andy Kelly, seconded by Jason Sampson, to approve Ordinance No. 1075 (2025/2026), third and final reading. Amended motion by Andy Kelly, seconded by Jason Sampson to approve Ordinance No. 1075, third and final reading, leaving body repair at 5 spaces. After due consideration and discussion, the roll was called. Aye: Kelly, Sampson, Ehrig, Spence, Corbin, Good. Nay: None. The Mayor declared the motion carried.

10. Approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF, and Transfer Worksheets for the FY25/26 Budget

Motion by Sandy Ehrig, seconded by Luke Spence, to approve LOT, Capital Equipment Revolving, Hotel/Motel, TIF, and Transfer Worksheets for the FY25/26 Budget. After due consideration and discussion, the roll was called. Aye: Ehrig, Spence, Corbin, Good, Sampson, Kelly. Nay: None. The Mayor declared the motion carried.

11. Approval of Change of Title/Job Description for Ellsworth

Motion by Jason Sampson, seconded by Andy Kelly, to approve Change of Title/Job Description for Ellsworth. After due consideration and discussion, the roll was called. Aye: Sampson, Kelly, Ehrig, Spence, Corbin, Good. Nay: None. The Mayor declared the motion carried.

12. Approval of Program and Facility Coordinator Positions within Parks & Recreation

Motion by Luke Spence, seconded by Henry Corbin, to approve Program and Facility Coordinator Positions within Parks & Recreation. After due consideration and discussion, the roll was called. Aye: Spence, Corbin, Good, Sampson, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

13. Discussion and Appropriate Follow up Regarding Trail Snow Removal Protocol

Motion by Henry Corbin, seconded by Sandy Ehrig, to approve Option 1: Adopt the new snow removal protocol giving staff guidance during snow-related weather events. After due consideration and discussion, the roll was called. Aye: Corbin, Ehrig, Spence, Good, Sampson, Kelly. Nay: None. The Mayor declared the motion carried.

14. Resolution No. 036 (2025/2026): A Resolution to Open an Additional Availa Account, Naming Primary Depository, Authorizing Signatures, and Reviewing Maximum Balances

Motion by Jason Sampson, seconded by Luke Spence, to adopt Resolution No. 036 (2025/2026). After due consideration and discussion, the roll was called. Aye: Sampson, Spence, Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

15. Resolution No. 037 (2025/2026): A Resolution Approving Contract for Legal Services AFFF PFAS Litigation

Motion by Luke Spence, seconded by Sandy Ehrig, to adopt Resolution No. 037 (2025/2026). After due consideration and discussion, the roll was called. Aye: Spence, Ehrig, Corbin, Good, Sampson, Kelly. Nay: None. The Mayor declared the motion carried.

16. Resolution No. 038 (2025/2026): A Resolution Approving Professional Services Agreement with Eocene for Professional Historian Architectural Survey Services

Motion by Jason Sampson, seconded by Henry Corbin, to adopt Resolution No. 038 (2025/2026). After due consideration and discussion, the roll was called. Aye: Sampson, Corbin, Good, Kelly, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

17. Resolution No. 039 (2025/2026): A Resolution Approving Confidential Settlement Agreement and Release

Motion by Luke Spence, seconded by Sandy Ehrig, to adopt Resolution No. 039 (2025/2026). After due consideration and discussion, the roll was called. Aye: Spence, Ehrig, Corbin, Good, Sampson, Kelly. Nay: None. The Mayor declared the motion carried.

18. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Henry Corbin, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 6:51 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA CLAIMS 1/26/26

PAYEE	DESCRIPTION	AMOUNT	CHECK#
TREASURER STATE OF IA	SALES TAX 12/2025	11,907.92	4764
TREASURER STATE OF IA	WET 12/2025	10,117.10	4765
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	2,103.88	4766
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	1,264.87	4767
FIRST INTERSTATE BANK	ALL-SUPPLIES	6,616.88	4768
SAMS CLUB	ALL-SUPPLIES	241.59	4769
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 01/18/2026	29,327.44	4839
IPERS	IPERS COUNCIL Pay Period: 01/04/2026	41,607.12	4840
RELIANCE STANDARD	RELIANCE Pay Period: 01/18/2026	858.40	4841
TREASURER STATE OF IA	STATE WITHHOLDING TAX Pay Period: 01/04/2026	6,384.12	4842
CORNISH, DEVIN	HSA Pay Period: 01/18/2026	50.00	4843
HUTTON, RYAN	HSA Pay Period: 01/18/2026	355.42	4844
SYDNES, KELLAN	HSA Pay Period: 01/18/2026	50.00	4845
RELIANCE STANDARD	PR2026-01 Pritchard	121.20	4846
ALLIANT	ALL-UTILITIES	5,658.82	89560
CON-STRUCT	SRF PRJT B PR#3	497.55	89561
VERIZON	WTR/WWT/LIB/CEM/PKM-SVCS	359.19	89562
WINDSTREAM	PD/CH-PHONES	111.80	89563
AFLAC	AFLAC AFTER TAX Pay Period: 01/04/2026	696.21	89564
COLLECTION SVCS CENTER	CHILD SUPPORT Pay Period: 01/18/2026	122.02	89565
MISSION SQUARE 303097	DEFERRED COMPENSATION Pay Period: 01/18/2026	390.00	89566
ALLIANT	ALL-UTILITIES	11,048.96	89567
ARNOLD	ALL-RPRS	825.95	89568
BOUND TREE MEDICAL, LLC	EMS-EQUIP/SUPPLIES	93.70	89569
BRICK GENTRY	WWT/ADM-LEGAL	13,689.84	89570
BROWN-GONNERMAN, OLIVIA	PD-COMPLIANCE CHECKS	105.00	89571
CAPITAL SANITARY SUPPLY	FH-JANITORIAL	501.51	89572
CENTRAL IA WATER	WTR-LWE RAW WATER 02/2026	480.50	89573
COCA COLA BTLG OF MID A	BB/SB-CONC	153.06	89574
CONSUMERS ENERGY	ALL-UTILITIES	23,891.95	89575
CONTINENTAL CARBON GROUP	WWTF-PH4,FILTR	2,370.00	89576
COPY SYSTEMS INC	ADM/WTR/WWT-INK CART	237.92	89577
CRYSTAL CLEAN	FH-WINDOW CLEANING	515.00	89578
DAKOTA SUPPLY GROUP	WTR/WWT-REPAIR HIT HYDRANT/ODOR VENT	7,381.33	89579
DELTA INDUSTRIES	WWT- COMPRESSOR OIL	272.18	89580
DEPT OF INSP,APPL,LIC	CH-ELV INPS	300.00	89581
FAREWAY	REC/WTR-SUPPLIES	963.68	89582
FERGUSON WATERWORKS	WTR-FROST PLATES	127.81	89583
FIRE SERVICE TRNG BUREAU	FD-TRAINING GILCHRIST	100.00	89584
FIRST RESPONDER SUPPLY	PD-CLOTHING	227.97	89585
GANNETT IOWA	PUBLIC NOTICES	807.04	89586
GRAINGER	PKM-TRAILER RPR	78.84	89587
HACH COMPANY	WTR/WWT-SUPPLIES	710.55	89588
HARBOR FREIGHT T	STS TOOLS BAT/AIR	137.98	89589
HR GREEN, INC	SRF SPSRJR, E	2,369.14	89590
IA DOT	IDOT PRJ,6TH ST/TRL6, 1/3	341,308.08	89591
IAPE	PD-MEMBERSHIP PRITCHARD	65.00	89592
IAPFC	FD- IAPFC MEMBERSHIP DUES	100.00	89593
INTERSTATE ALL BATTERY	FD/EMS- RECYCLE/SED BATTERIES	561.00	89594
JEON CONSULTING GROUP INC	POOL-SPLASH PAD	13,228.75	89595

JOHN DEERE FINAL	STS/PKM/WWT-SUPPLIES	141.93	89596
MACQUEEN EQUIP	FD- NOZZLES AFG PROJECT	2,409.82	89597
MADISON NATIONAL LIFE INS	ALL-LIFE INS	489.17	89598
MASTER MEDICAL EQUIP	EMS- O2 TANK HOLDER	40.00	89599
MCFARLAND	ADM/PD/STS-TESTS	407.00	89600
MENARDS	PKM/WWT/FH/ADM-SUPPLIES	1,180.70	89601
MIDWEST ALARM SERVICES	FH-SPRINKLER INSPECT	348.00	89602
MIDWEST BREATHING AIR L	FD-AIR COMPRESSOR MAINT	1,161.86	89603
MISSISSIPPI LIME	WTR-LIME	11,004.21	89604
NEVADA COMM SCHOOL	ALL-FUEL	4,389.42	89605
NEVADA HARDWARE	ALL-SUPPLIES	426.25	89606
NEVADA ROTARY CLUB	PD/CA/FD-BRANDES/COOK/REYNOLDS DUES	1,311.00	89607
NUCARA PHARMACY	EMS-MEDICAL SUPPLIES	40.24	89608
POLICE LEGAL SCIENCES	PD-TRAINING	1,626.00	89609
RECDESK LLC	FH-RECDESK SUBSCRIPTION	6,500.00	89610
REEVES, COURTNEY	WTR-REFUND	28.41	89611
SCHULING HITCH CO	PKM-OIL PLOW	30.96	89612
SHANK, PATRICIA	WTR-REFUND	73.12	89613
STAPLES ADVANTAGE	ADM-MANILA FOLDERS	304.20	89614
STARBUCK, CHARLIE	WTR-MILEAGE REIMB	122.53	89615
STATE HYGIENIC LAB	WTR/WWT-LAB ANALYSIS	4,825.00	89616
STORY CO ANIMAL CONTROL	PD-ANIMAL CONTROL	516.00	89617
STORY CO TREASURER	WWT/PD/WTR-DSPTCH-QTR2	12,257.25	89618
TK ELEVATOR	FH-ELEVATOR MAINT	1,302.96	89619
USA BLUEBOOK	WWT-BUFFER SOLUTION/LAB SUPPLIES	338.49	89620
VESSCO	WTR-THERMOCOUPLER	680.85	89621
	PAYROLL EFT (4770-4838)	95,079.73	
TOTAL ACCTS PAYABLE		688,529.37	

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Nevada Economic Development Council, whose mailing address and telephone number is PO Box 157, Nevada, Iowa 50201, telephone 641-420-3556, hereinafter referred to as "NEDC", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from NEDC into Provider's monthly print publication *Our Nevada*. NEDC shall be allotted one-half (1/2) page monthly, full color, with no advertising.
 - b. Print-ready files with content will come from NEDC to the Provider.
2. COMPENSATION. NEDC will pay \$2,400.00 for calendar year 2026, payable in two installments of \$1,200.00 each upon receipt of invoices from the Provider on or about January 1, 2026 and June 1, 2026, or as otherwise agreed by the Parties.
3. REQUIREMENTS. NEDC and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. NEDC and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2026 through December 31, 2026. Either party may terminate this Agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of NEDC. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of NEDC, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of NEDC. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for NEDC during the term of the Agreement.
7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties

hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

NEVADA ECONOMIC DEVELOPMENT
COUNCIL
(NEDC)

By: 

Title: Executive Director

Dated: 1/13/2024

CITY OF NEVADA, IOWA
(Provider)

By: _____

Title: City Administrator

Dated: _____

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Main Street Nevada, whose mailing address and telephone number is 1015 6th Street, Nevada, Iowa 50201, telephone 515-382-6538, hereinafter referred to as “Main Street”, and the City of Nevada, Iowa, hereinafter referred to as “Provider”, whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from Main Street into Provider’s monthly print publication *Our Nevada*. Main Street shall be allotted one (1) page monthly, full color, with no advertising.
 - b. Print-ready files with content will come from Main Street to the Provider.
2. COMPENSATION. Main Street will pay \$3,400.00 for calendar year 2026, payable in two installments of \$1,700.00 each upon receipt of invoices from the Provider on or about January 1, 2026 and June 1, 2026, or as otherwise agreed by the Parties.
3. REQUIREMENTS. Main Street and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. Main Street and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2026 through December 31, 2026. Either party may terminate this Agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of Main Street. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of Main Street, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of Main Street. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for Main Street during the term of the Agreement.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

MAIN STREET NEVADA
(Main Street)

By: Emily Schaeck
Title: Executive Director

Dated: 1.9.26

CITY OF NEVADA, IOWA
(Provider)

By: _____

Title: City Administrator

Dated: _____

Provider Agreement—Newsletter

~~THIS AGREEMENT is entered into by and between Nevada Community School District, whose mailing address and telephone number is 825 15th Street, Nevada, Iowa 50201, telephone 515-382-2783, hereinafter referred to as “District”, and the City of Nevada, Iowa, hereinafter referred to as “Provider”, whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.~~

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from the District into Provider’s monthly print publication *Our Nevada*. The District shall be allotted two (2) pages monthly, full color, with no advertising.
 - b. Print-ready files with content will come from the District to the Provider.
2. MAILING. The District shall be responsible for mailing the Provider’s completed print publication *Our Nevada* on a monthly basis. The District shall keep detailed records of the postage costs for such mailings and submit an invoice to the Provider for such costs (“Postage Costs”). The Postage Costs shall be deducted from the Compensation amounts owed from the District to the Provider.
3. COMPENSATION. The District will pay \$6,400.00, less documented Postage Costs, for calendar year 2026, payable in two installments of \$3,200.00, less documented Postage Costs, each upon receipt of invoices from the Provider on or about June 1, 2026 and December 1, 2026, or as otherwise agreed by the Parties.
4. REQUIREMENTS. The District and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. The District and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
5. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2026 through December 31, 2026. Either party may terminate this Agreement effective immediately for their convenience.
6. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
7. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the District. It is further agreed that at no time

will the Provider or the work efforts of the Provider be under the supervision or control of the District, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the District. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the District during the term of the Agreement.

8. **APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.** This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

NEVADA COMMUNITY SCHOOL DISTRICT
(District)

CITY OF NEVADA, IOWA
(Provider)

By: Carrie Hillman

By: _____

Title: Technology and Communications Specialist

Title: City Administrator

Dated: 1/12/26

Dated: _____

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Story County Medical Center, whose mailing address and telephone number is 640 S. 19th Street, Nevada, Iowa 50201, telephone 515-382-2111, hereinafter referred to as "SCMC", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 - a. Incorporate content from SCMC into Provider's monthly print publication *Our Nevada*. SCMC shall be allotted two (2) pages monthly, full color, with no advertising.
 - b. Print-ready files with content will come from SCMC to the Provider.
2. COMPENSATION. SCMC will pay \$6,400.00 for calendar year 2026, payable in two installments of \$3,200.00 each upon receipt of invoices from the Provider on or about January 1, 2026 and June 1, 2026, or as otherwise agreed by the Parties.
3. REQUIREMENTS. SCMC and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. SCMC and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the 1st day of January, 2026 through December 31, 2026. Either party may terminate this Agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of SCMC. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of SCMC, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of SCMC. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for SCMC during the term of the Agreement.
7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties

hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific service of the parties hereto and supersedes any prior agreement between the parties for this specific service.

STORY COUNTY MEDICAL CENTER
(SCMC)

By: Stephanie Marsam

Title: Director of Marketing

Dated: 1/12/20

CITY OF NEVADA, IOWA
(Provider)

By: _____

Title: City Administrator

Dated: _____

Provider Agreement—Newsletter

THIS AGREEMENT is entered into by and between Story County, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and the City of Nevada, Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 1209 6th Street, Nevada, Iowa 50201, telephone 515-382-5466.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 1. Incorporate content from Story County into Provider's monthly print publication *Our Nevada* as follows:
 - a. Monthly as a full color, one page with no advertising; and
 - b. Two times annually (April and September tentatively) the front cover along with the monthly page with no advertising.
 2. Print-ready files with content will come from the County Staff to the Provider.
2. COMPENSATION. County will pay \$2,900.00 for fiscal year 2027, payable in two installments of \$1,450.00 each upon receipt of invoices from the Provider on or about July 1, 2026 and December 1, 2026.
3. REQUIREMENTS. County and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. County and Provider assures that no person shall be on the grounds race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this Agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This Agreement is effective on the ____ day of December, 2025 through December 31, 2026. Either party may terminate this Agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the Provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that

Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this Agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and any referenced attachments constitute the entire contract for this specific project of the parties hereto and supersedes any prior agreement between the parties for this specific service.

STORY COUNTY, IOWA
(County)

By: Muhen

Title: Chair BOS

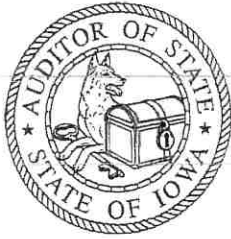
Dated: 1/20/26

CITY OF NEVADA, IOWA
(Provider)

By: J. Coole

Title: City Administrator

Dated: 1/20/26



OFFICE OF AUDITOR OF STATE
STATE OF IOWA

State Capitol Building
Des Moines, Iowa 50319-0006
Telephone (515) 281-5834

Rob Sand
Auditor of State

NEWS RELEASE

FOR RELEASE

December 18, 2025

Contact: Brian Brustkern
515/281-5834

Auditor of State Rob Sand today released an audit report on the City of Nevada, Iowa.

FINANCIAL HIGHLIGHTS:

The City's receipts totaled \$22,405,891 for the year ended June 30, 2025, a 23.3% decrease from the prior year. Disbursements for the year ended June 30, 2025, totaled \$21,531,733, a 31.9% decrease from the prior year. The significant decrease in receipts and disbursements is due primarily to the issuance of more SRF drawdowns in the prior year, and the completion of sewer and fieldhouse project during fiscal year 2024.

AUDIT FINDINGS:

Sand reported nine findings related to the receipt and disbursement of taxpayer funds. They are found on pages 68 through 75 of this report. The findings address segregation of duties, lack of independent review of bank reconciliations and use of debit cards at The Nevada Foundation, Venmo accounts at The Nevada Firefighter's, Inc., accurate information in the City's annual financial report submitted to the Iowa Department of Management and not using correct utility rates. Sand provided the City with a recommendation to address these findings.

Five of the findings discussed above are repeated from the prior year. The City Council has a fiduciary responsibility to provide oversight of the City's operations and financial transactions. Oversight is typically defined as the "watchful and responsible care" a governing body exercises in its fiduciary capacity.

A copy of the audit report is available for review on the Auditor of State's website at Audit Reports – Auditor of State.

###

Item # 4E
Date: 1/26/26

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 1/26/26 Council Agenda

Business Name Dollar General Phone Number _____

Address 1705 SB Ave

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

1/12/26
Date

DAD
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

No orders

clean & well maintained

CLASS "B" RETAIL ALCOHOL LICENSE RENEWAL

Business Information

Name of Legal Entity: DOLGENCORP LLC

FEIN: XX-XXX2764

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 370301

Premises Information

Premises DBA: DOLLAR GENERAL #1536

Premises Address: 1705 S B AVE NEVADA IA 50201-2804

Premises Type: Convenience Store

Number of Floors: 1

Control of Premises: Lease

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.
10250

Does your premises conform to all local and state health, fire and building laws and regulations?
Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?
No

Has the number of floors of the premises changed?
No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.
No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.
No

Has the square footage of the premises changed?
No

License Information

Effective Date: 01-Mar-2026

Length of License Requested: 12MONTH

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 1/26/26 Council Agenda

Business Name Fareway Phone Number _____

Address _____

Manager's Name _____ Phone Number _____

Address _____

Owners Name _____ Phone Number _____

Address _____

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

1/12/26

Date

R. J. [Signature]

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

2-b-25 midwest Sprinkler

18 inch clearance sprinkler head - cardboard Removed
Bread Racks Blocking Elec Panels - moved on scene

CLASS "E" RETAIL ALCOHOL LICENSE RENEWAL

Business Information

Name of Legal Entity: FAREWAY STORES INC

FEIN: XX-XXX0920

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 253

Premises Information

Premises DBA: FAREWAY STORES, INC. #426

Premises Address: 1505 S B AVE NEVADA IA 50201-2802

Premises Type: Grocery Store

Number of Floors: 1

Control of Premises: Own

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.
12192

Does your premises conform to all local and state health, fire and building laws and regulations?
Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?
Yes

Has the number of floors of the premises changed?
No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.
No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.
No

Has the square footage of the premises changed?
No

License Information

Effective Date: 01-Mar-2026

Length of License Requested: 12MONTH

Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
Nelson	Kyle & Katrina	BP2024-0033	2024 5 th St. (New Home)
South Glen LLC		BP-2025-109	1107 Nevada St. (New Home)



ANNUAL REPORT

FY 2025

1,293

Interlibrary
Loans Sent
to Other
Libraries

1,172

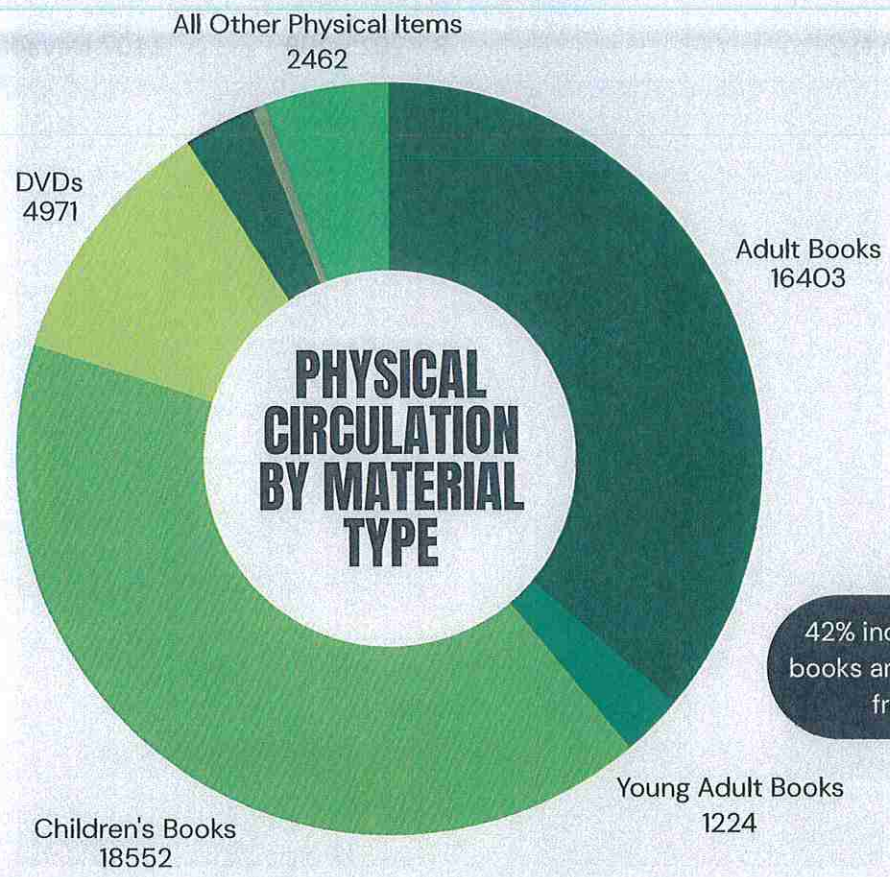
Interlibrary
Loans
Received

3,159

Items Delivered
to Patrons and
Daycare
Facilities

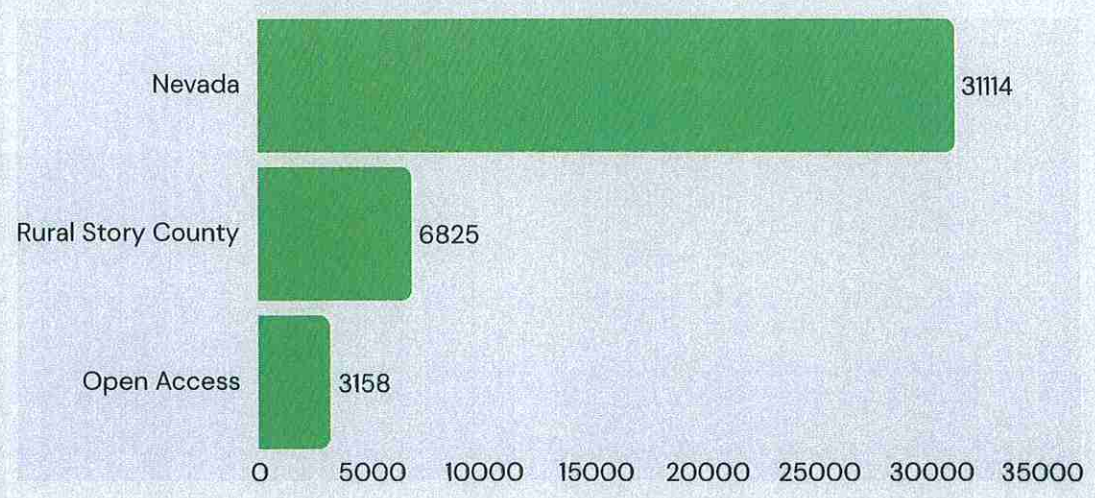
16,533

Digital Usage
including Libby,
Hoopla, and
Other
Databases



42% increase in children's books and 8% total increase from FY 2024

PHYSICAL CIRCULATION BY PATRON TYPE



Includes all renewals



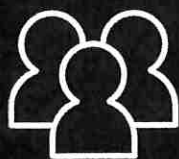
6,646
Registered
Users



1946
New
Patrons



949
Study and
Meeting
Room Uses



52,659
Annual
Door Count



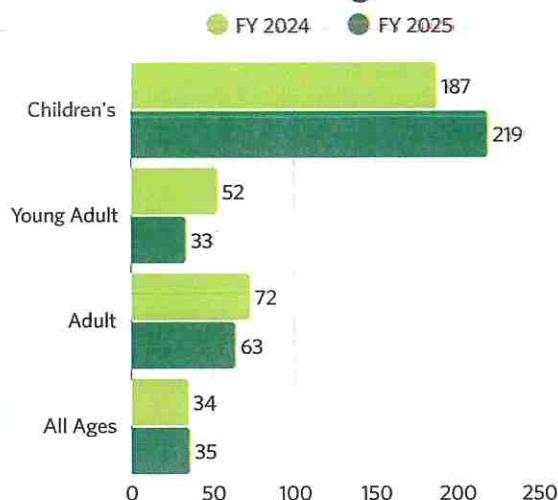
5,226
Computer
Uses



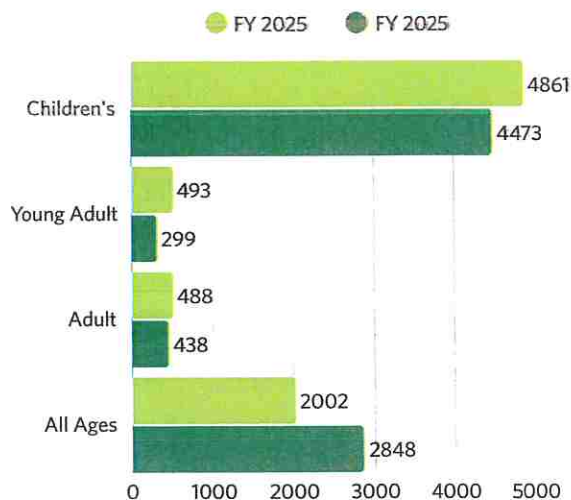
12,246
Wi-Fi
Uses

PROGRAMS BY THE NUMBERS

of Programs



Attendance



LEVEL UP AT YOUR LIBRARY 2025

Due to our growth in 2024, we changed our programming format to offer both morning sessions and afternoon sessions for our kids' programs. We increased our summer door count by 11% and had more kids reading than ever before as evidenced by our increased youth circulation. We had lots of great feedback from kids, parents and grandparents about all the activities and our reading incentives at this year's Summer Reading Program. We are always excited to have such great community partners. This year 36 businesses donated prizes and we had over \$5,000 raised in donations for this program.

\$5,625

DONATIONS

914

COUPONS DONATED BY 36 BUSINESSES FOR PRIZES

1,466

WEEKLY READING LOGS SUBMITTED OVER 8 WEEKS



OTHER ACCOMPLISHMENTS

We received an ALA LTC Accessible Libraries grant to make our circulation desk more accessible. We are working on completing this project by April of 2026. We secured a new Library Director in June. We are also working on adding a Library of Things and have started constructing a plan for this process.

Erin Mousel

From: Barnes, Kate <kate.barnes@hrgreen.com>
Sent: Wednesday, January 21, 2026 3:07 PM
To: Erin Mousel; Kerin Wright
Cc: Jordan Cook
Subject: Change Order for Tributary to West Indian Creek
Attachments: CO2_2026-01-26_Signed.pdf

External sender <kate.barnes@hrgreen.com>

Make sure you trust this sender before taking any actions.

Hi Erin,

I'm wondering if it is too late to get this change order on the agenda for the next council meeting for Construct for the Tributary to West Indian Creek Project.

This change order covers the temporary rolled erosion control product that will cover all permanent seed areas per plan specifications. We expanded the area needing permanent seed in Change order one and the RECP specifically was also approved by Jen and Regan previously (funding source), but not included on change order one for some reason.

Thanks,

Kate Barnes, PE, CFM

Lead Engineer – Water Resources

HR Green® | Building Communities. Improving Lives.



HRGreen®

5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448

Main 515.278.2913 | **Fax** 713.965.0044 | **Direct** 515.657.5260 | **Cell** 319.329.3480

HRGREEN.COM

The contents of this transmission and any attachments are confidential and intended for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited.

Date of Issuance: 1/21/2026

Effective Date: 04-14-2025

Owner: City of Nevada

Contractor: Con-Struct, Inc.

Engineer: HR Green

Project: Tributary to Indian Creek (Project B)

The Contract is modified as follows upon execution of this Change Order:2

Description:

Additional RECP needed to cover all permanent seeding areas



Bid Item	ITEM DESCRIPTION	BID QUANTITY	NEW QUANTITY	UNIT	ADDED /SUBTRACTED QUANTITY	UNIT PRICE	NET CHANGE IN CONTRACT PRICE
15	TEMPORARY RECP	494.00	2,689.00	SY	2,195.00	\$3.00	\$6,585.00
						Net Change =	\$6,585.00

Original Contract Amount	\$137,844.00
Net Change by previously authorized Change Orders	\$21,005.50
Contract Sum prior to this Change Order	\$158,849.50
New Contract Sum Including this Change Order	\$165,434.50
Contract time will change by days	0

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 	By: _____	By: 
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engineer	Title: _____	Title: Project Manager
Date: 1-21-2026	Date: _____	Date: 1-21-2026

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

COUNCIL ACTION FORM

AGENDA ITEM: Lime Lagoon Dredging

HISTORY: In our treatment process we use lime to soften the water. After the lime has done its job, it gets sent out to our lime lagoons for storage. When the lagoons get full, we then hire a contractor to take the lime out and spread it on farm fields. Two years ago, we cleaned the South lagoon and now it is time to clean the North lagoon again.

I sent bids out to 2 different contractors and received 2 bids back.

Bid #1: Wulfekuhle Injection: \$72,150.00

Bid #2: Midwest Injection: \$72,245.00

Wulfekuhle Injection did our last Lagoon cleaning and did a good job!

OPTIONS:

1. Accept the lowest bid from Wulfekuhle Injection at a cost of \$72,150.00 and proceed with the project.
2. Reject all bids and request new.
3. Do nothing at this time.

STAFF'S RECOMMENDED ACTION:

Staff recommends accepting Option 1: Accept the lowest bid from Wulfekuhle Injection at a cost of \$72,150.00 and proceed with the project.

Therefore, it is the recommendation of the City Administrator that Council approves Option 1.



1164 Woodland Drive, Dyersville, IA 52040 Brad Wilson 563-451-9584

PROPOSAL NO.

#5153822074

DATE

12/09/2025

City of Nevada Water Dept
Shawn Ludwig
1231W. Lincolnway
Nevada, IA 50201

City of Nevada Water Dept.
Water Treatment Plant
1231W. Lincolnway
Nevada, IA 50201

WE HEREBY PURPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

We the undersigned hereby propose to furnish all labor, materials, tools, equipment and services required for disposal of lime residuals from the Nevada Water Treatment Plant's one lagoon. Includes:

- Residuals removed from lagoons and land applied. Residuals spread onto farmers ground as a soil conditioner.
- Wulfekuhle will be responsible for acquiring farmers ground for application.
- Material applied to the soil in accordance with the IDNR and all applicable regulatory standards and requirements.
- Work to start when project becomes available weather permitting and farmland availability.
- All Documentation required will be included
- Work to be done by end of 2026 Weather permitting.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK, AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF

\$72,150.00

Seventy -two Thousand one hundred fifty Dollars and no/100

PROPOSAL VALID FOR 30 DAYS

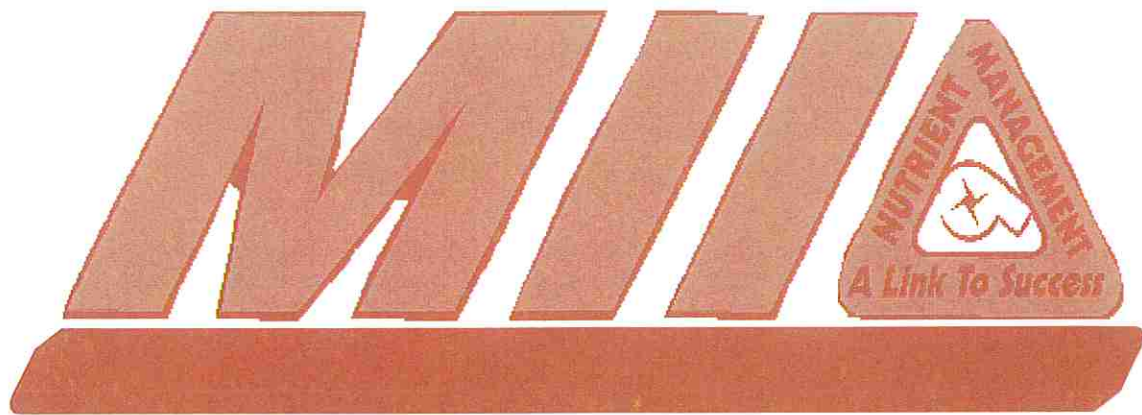
ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE _____

DATE _____

SIGNATURE _____



**AGRICULTURE * INDUSTRIAL SERVICES
MUNICIPAL WASTE RESIDUALS
TRANSPORTATION*
LAGOON CLEANING * DIGESTERS
LAND APPLICATION**

Nevada, IA Lime Sludge Removal & Land Application



AGRICULTURE • INDUSTRIAL SERVICES • MUNICIPAL WASTE
RESIDUALS TRANSPORTATION
LAGOON CLEANING • DIGESTERS • LAND APPLICATIONS

1621 McCABE LANE • CASCADE, IA 52033

OFFICE PHONE: 563-852-7125 •

MAILING ADDRESS: PO BOX 141 • CASCADE, IA 52033

Midwest Injection Inc (MII) was established in 2008 by Jake McAllister, CEO. The business started with one drag hose system and has grown to a diversified agriculture, municipal and industrial waste management company. MII will deliver environmentally sound and cost-effective solutions for all your waste residual management needs including but not limited to sludge/biosolids removal and disposal, lagoon and digester cleaning, land application, custom agitation and sludge/biosolids transportation.

MII staff are trained and certified in local, state, and federal regulations. Our staff have completed OSHA and in-house safety training along with DNR certification training. Members of our staff are CAFO and wastewater licensed and have over 100 years of combined experience in environmental compliance, sludge/biosolids removal and land application processes.

MII complies with all EPA and DNR regulations by providing 503 biosolids sampling, solids sampling and soil samples to determine the agronomic rates for land application. All samples are analyzed by an outside certified lab. MII also conducts onsite solids sampling for accurate agronomic land application. We provide sludge sampling and measurement services utilizing a sludge judge and a sonic boat. Our environmental compliance staff will provide Best Management Plans and annual reports.

MII utilizes specialized and well-maintained equipment for all projects. Our fleet of equipment is ready to tackle jobs of all sizes. We are licensed to haul biosolids, lime, sludge and manure products. Our equipment includes umbilical hose systems, tanks, vac trucks, state of the art pumps, loaders, and spreaders for dry application. Our pumping systems can be used with either till or no-till injection or surface application. The fleet of specialized equipment is equipped to reduce soil compaction and increase soil filtration. We monitor the quality of our land application by providing certified flow meter readings to ensure the best outcome.

Company Contact Information:

Midwest Injection Inc.
Tax ID # 26-4136685
1621 McCabe Lane
Cascade, IA 52033
563-852-7125

Jake McAllister, CEO



AGRICULTURE • INDUSTRIAL SERVICES • MUNICIPAL WASTE
RESIDUALS TRANSPORTATION
LAGOON CLEANING • DIGESTERS • LAND APPLICATIONS

Project References:

Company Name: City of Ada
Company Address: 512 N. Stockton St., Ada, OK 74820
Company Contact: Pam McKinzie, Purchasing Director
Phone Number: 580-436-6300 X 256
Annually 2021-2023
Removal and land application of sludge from holding tank, approximately 900,000 gallons annually.
Using Tractor/Houle 6000 gallon tank.

Company Name: City of Newcastle
Company Address: Newcastle, WY
Company Contact: Kole Schell, Engineering Associates
Phone Number: 307-283-3633

Removal and land application of dried biosolids. Approximately 21,000 Wet tons.

Company Name: Jones County Solid Waste Management Commission
Company Address: 13859 Edinburg Road, Scotch Grove, IA 52310
Company Contact: Karl
Phone Number: 563-487-5160

Annually 2022-2027
Daily transfer of solid waste from Jones County Solid Waste transfer station to certified landfill.

Company Name: City of Anamosa
Company Address: Anamosa, IA
Company Contact: Steve Agnitsch
Phone Number: 319-558-8335

Hauling and land application of dried biosolids..

Company Name: City of Atchison WWTF
Company Address: Atchison, KS
Company Contact: Jim Owens, Plant Manager
Phone Number: 913-367-5566

Removal and land application of approximately 720,000 gallons of biosolids annually. Using a 6000-gallon Houle tank.



EMPLOYEE CONTACTS & QUALIFICATIONS:

Jake McAllister, CEO

jake@midwestinjection.com

Mobile: 563-599-4122

Iowa Commercial Manure Applicator Certification

Missouri Class B CAFO Certification

OSHA 10 Hour Certification

18 years of experience in waste handling, land application and project management.

Jamie Recker, Manager

jamie@midwestinjection.com

Mobile: 319-481-7681

27 years of experience in Project, Operational and Executive Management.

Chad Snapp, Municipal Operations Superintendent

chad@midwestinjection.com

Mobile: 660-748-8499

Iowa Commercial Manure Applicator Certification

Missouri Class A CAFO Certification

Missouri Class D Wastewater Certification

OSHA 40 Hour Certification

BSS in Power Technology

33 years of experience in waste handling, land application and project management.



AGRICULTURE • INDUSTRIAL SERVICES • MUNICIPAL WASTE
RESIDUALS TRANSPORTATION
LAGOON CLEANING • DIGESTERS • LAND APPLICATIONS

1621 McCABE LANE • CASCADE, IA 52033

563-852-7125 • 563-852-6005 fax • 563-599-4122

MAILING ADDRESS: PO BOX 141 • CASCADE, IA 52033

1/02/2026

RE: Lime sludge removal & land application

Thank you for the opportunity to submit a quote

Scope of Services

Lime sludge removal and land application services and the normal labor, equipment, supplies, and supervision as it so relates to such items per the RFP specs & drawings.

Pricing

Midwest Injection proposes the following lump sum price for the scope of services:

\$72,245 for 250 Dry Tons of Material.

Additional material over 250 DT will be billed at \$268.00 per dry ton.

Mobilization is included

Bid Assumptions:

- Gallons x 8.34 x specific gravity x percent solids / 2000 = dry tons will be the formula used to calculate dry tons.

Commencement of work can be scheduled upon receipt of an executed purchase agreement.

This proposal is valid for 30 days from the date of this proposal. Mobilization is included.

We appreciate the opportunity to submit this quote for your project and look forward to working with you. Attached is our company biography, references, and qualifications. You can also visit with us at www.midwestinjection.com and like us on Facebook.

Sincerely,

Jake McAllister, CEO
Midwest Injection, Inc.

RESOLUTION NO. 040 (2025/2026)

Resolution setting the date for a public hearing on proposal to enter into a General
Obligation Corporate Purpose Loan Agreement and to borrow money thereunder

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, proposes to enter into an General Obligation Corporate Purpose Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$3,000,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of (a) constructing street, storm water drainage, sidewalk, water system and sanitary sewer system improvements; and (b) acquiring and installing street lighting, signage and signalization improvements (collectively, the "Projects"); and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law; and

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

Section 1. This City Council shall meet on February 9, 2026, at the City Hall, in the City, at six o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,000,000

(GENERAL OBLIGATION)

The City Council of the City of Nevada, Iowa, will meet on February 9, 2026, at six o'clock p.m. at City Hall, Nevada, Iowa, for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$3,000,000 for the purpose of paying the costs, to that extent, of (a) constructing street, storm water drainage, sidewalk, water system and sanitary sewer system improvements; and (b) acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City. The payment of debt service under the Loan Agreement may be made subject, in whole or in part, to annual appropriation by the City Council.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$110.53, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Erin Mousel
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$3,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 26, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

ATTESTATION CERTIFICATE

~~STATE OF IOWA~~
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City's proposal to take action in connection with certain loan agreement, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2026.

Erin Mousel, City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned City Clerk, do hereby certify that the City of Nevada is organized and operating under the provisions of Title IX of the Code of Iowa and that the City is operating under the Mayor-council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Ryan Condon, Mayor

Jordan Cook, City Administrator

Erin Mousel, City Clerk

Jason Sampson, Council Member/Mayor Pro Tem

Luke Spence, Council Member

Henry Corbin, Council Member

Charlie Good, Council Member

Andy Kelly, Council Member

Sandy Ehrig, Council Member

WITNESS MY HAND this ____ day of _____, 2026.

Erin Mousel, City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2026.

Erin Mousel, City Clerk

(Attach here the publisher's original affidavit with a clipping of the notice, as published.)

/

January 20, 2026

VIA E-MAIL

Jordan Cook
City Administrator/City Hall
Nevada, IA

Re: Nevada, Iowa
2026 General Obligation Corporate Purpose Bonds

Dear Jordan:

I am writing to explain our role as bond and disclosure counsel for the City's proposed General Obligation borrowing. It is our understanding that the City will issue General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds") in the approximate principal amount of \$3,000,000 into the municipal bond market through a negotiated underwriting with D.A. Davidson & Co. (the "Underwriter").

As Bond Counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the Bonds. In serving the City as Bond Counsel, we will prepare appropriate resolutions, notices, agreements, filings and certificates, consult with the Underwriter and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the issuance of the Bonds, assuming the proper conditions are in place, we will deliver our opinion that (1) the Bonds are valid and binding general obligations of the City, and (2) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

We have also been asked to serve as Disclosure Counsel in order to assist with securities regulatory compliance for the offering of the Bonds. As Disclosure Counsel we will prepare the body of the official statement which will be necessary for the sale of the Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as Disclosure Counsel. We will not be responsible for the compilation, preparation and/or review of the financial and operating data to be included in Appendix A of the official statement, but we will coordinate with the Underwriter as they prepare that portion of the document.

It has come to our attention that our firm from time-to-time represents the Underwriter on certain unrelated legal matters, and the City's position will be technically adverse to the Underwriter as it issues the Bonds. Professional rules require a law firm to obtain client consents before representing one client on a matter which is adverse to another current client, even though the representations are on unrelated subject matters. In asking these consents, we assure you that: (1) that we will not use confidential client information in any way to either client's

disadvantage, and (2) that we will be able, fully and properly, to represent the City and the Underwriter on their separate matters without our representation of either client being affected ~~by our representation of the other client. The Underwriter has already consented to this~~ representation. By execution of this letter, the City will consent to the representation under these described conditions and consents to our current and future representation of the Underwriter on unrelated matters.

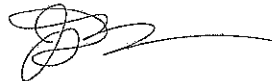
In performing our services as Bond Counsel and Disclosure Counsel, our sole client in this matter will be the City of Nevada. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City of Nevada.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the project, and (iv) the responsibilities we assume, we estimate that our aggregate fees and expenses for legal services as Bond Counsel and Disclosure Counsel will not exceed \$27,500. Customarily, we bill for our services in one summary statement after the closing of the credit facility, however, if closing has not occurred by July 1, 2026, we reserve the right to then bill for the value of our services rendered to date.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and scan and email an executed copy of this letter to lemke.susan@dorsey.com. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/sl

cc: Kerin Wright

I understand and agree to the arrangements stated above.

CITY OF NEVADA, IOWA

BY: _____
 Mayor

Date: _____

ATTEST: _____
 City

Date: _____

Prepared by/Return to: City of Nevada, 1209 6th Street, P.O. Box 530, Nevada, Iowa 50201

RESOLUTION NO. 041 (2025/2026)

A RESOLUTION ACCEPTING AND APPROVING THE PLAT OF SURVEY FOR EVERGREEN
MEMORIAL GARDEN CEMETERY – A PLAT WITHIN THE CITY’S TWO-MILE CORPORATE
LIMITS, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Plat of Survey, Story County, Iowa, within the City’s two-mile corporate limits of the City of Nevada, Iowa, which plat involves the following described real estate:

Part of the S1/2-NE1/4 in Section 36, Township 84 North,
Range 23 West of the 5th P.M., Story County, Iowa

WHEREAS, the Plat of Survey is hereby submitted by Milford Township; and

WHEREAS, the Plat was submitted to the City of Nevada as required by law with the recommendation to the City Council to approve the Plat of Survey, and

WHEREAS, it is the opinion of the City Council of the City of Nevada, Iowa, that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Plat of Survey be accepted and approved.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, that the Plat of Survey for Evergreen Memorial Garden Cemetery, the same being a subdivision of Story County, Iowa, and located within two miles of the corporate limits of the City of Nevada, and consisting of the real estate described above, be and hereby accepted and approved for and on behalf of the City of Nevada, Iowa.

IT IS FURTHER RESOLVED, that the Mayor and the City Clerk are hereby directed to certify a copy of this Resolution to be affixed to said Plat. The City Clerk is directed to forthwith release an original copy of all subdivision platting documents to the owner for recording with the Story County Recorder.

Passed and Approved this 26th day of January, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 041 (2025/2026) be adopted.

AYES: ____
NAYS: ____
ABSENT: __

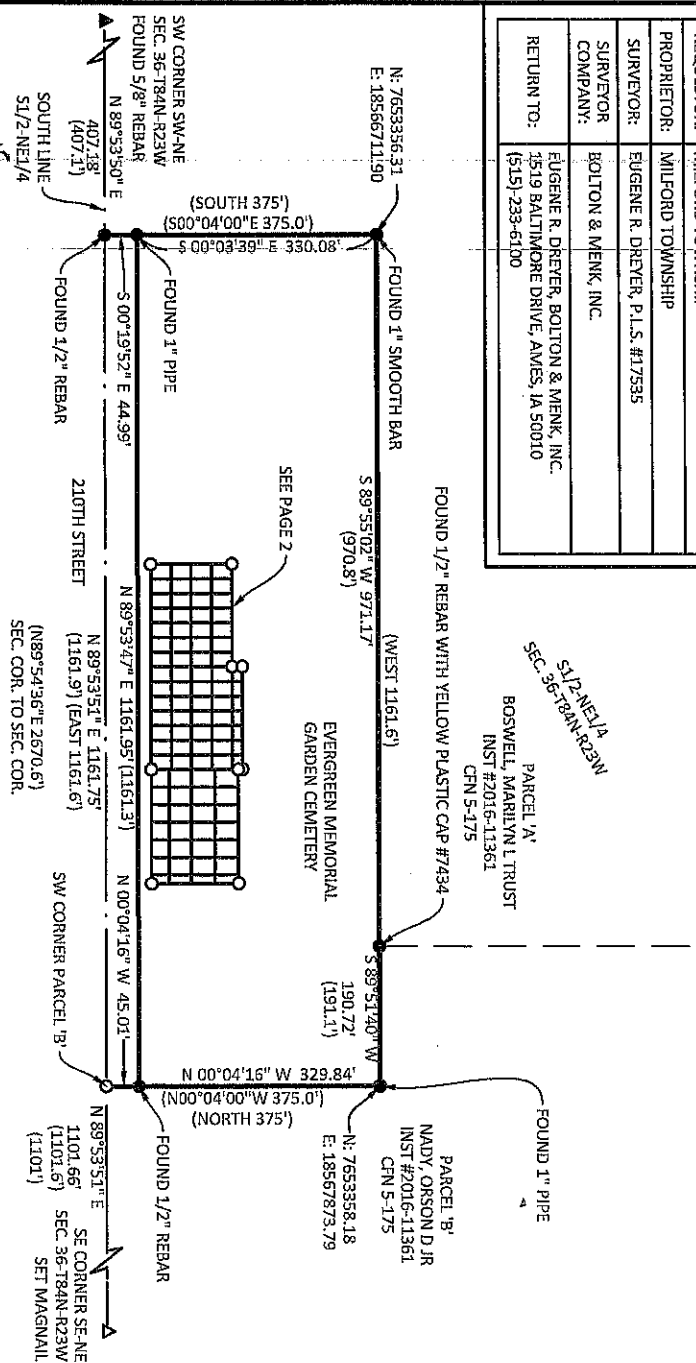
The Mayor declared Resolution No. 041 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 041 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of January, 2026.

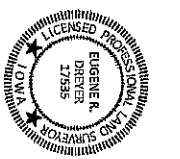
Erin Mousel, City Clerk

INDEX LEGEND	
LOCATION	PART OF THE S1/2-NE1/4 IN SECTION 36, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5TH P.M. STORY COUNTY, IOWA
REQUESTOR:	MILFORD TOWNSHIP
PROPRIETOR:	MILFORD TOWNSHIP
SURVEYOR:	EUGENE R. DREYER, P.L.S. #17535
COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515) 233-6100

PLAT OF SURVEY SECTION 36, TOWNSHIP 84 NORTH, RANGE 23 WEST STORY COUNTY, IOWA OCTOBER, 2025



FOR RECORDER USE ONLY	
LEGEND:	FOUND MONUMENT AS NOTED
●	SET 1/2" REBAR WITH YELLOW PLASTIC CAP #17535 OR AS NOTED
▲	FOUND SECTION CORNER
△	SECTION CORNER SET
(R)	RECORDED DIMENSION
LEGAL DESCRIPTION (INST #2016-11361):	
COMMENCING AT A POINT 1.201 FEET WEST OF THE SE CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, THENCE NORTH 375 FEET, THENCE WEST 1,161.6 FEET, THENCE SOUTH 375 FEET, THENCE EAST 1,161.6 FEET TO THE POINT OF BEGINNING, SUBJECT TO PUBLIC ROAD.	
NOTE: BEARINGS SHOWN HEREON ARE IN RGS ZONE 8.	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

EUGENE R. DREYER, P.L.S.
LICENSE NUMBER 17535 DATE 12/31/2025
MY LICENSE EXPIRATION DATE IS 12/31/2025
PAGES ON SHEET COVERED BY THIS SEAL: PAGES 1-2



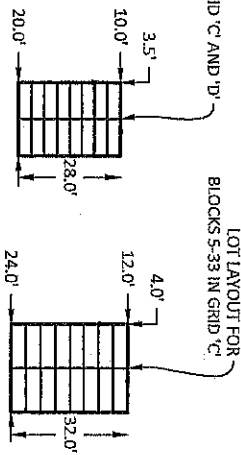
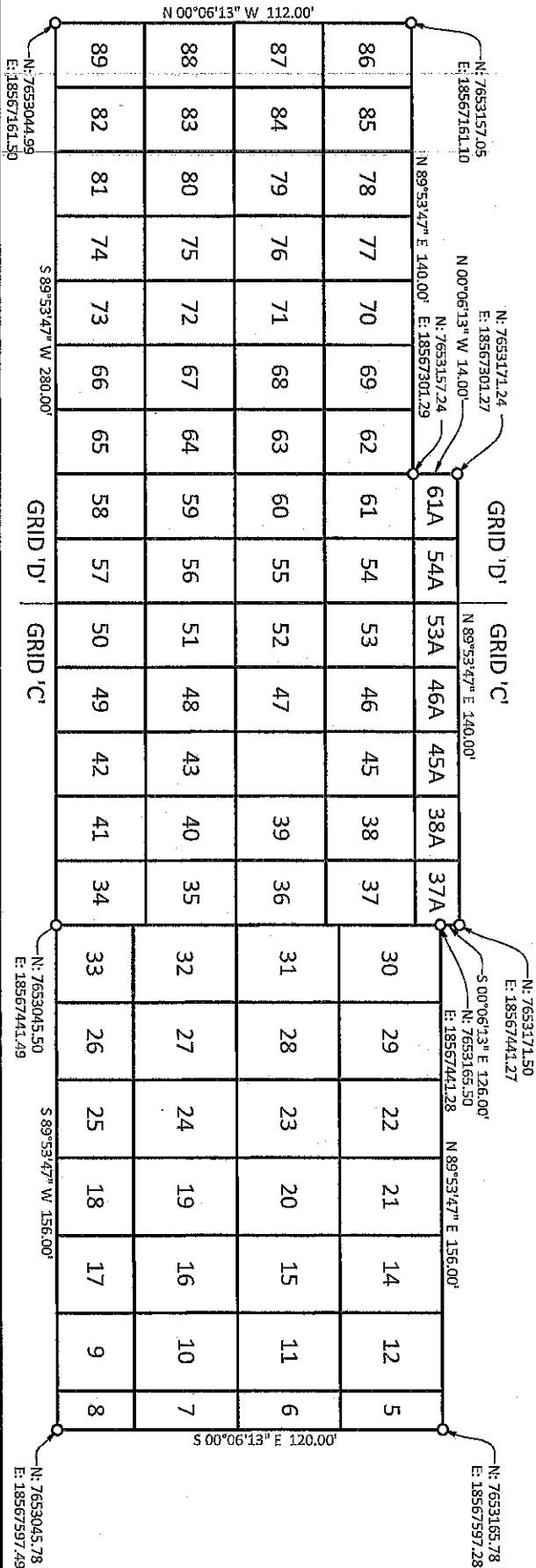
PLAT OF SURVEY

SEC. 36-T84-R23W, STORY COUNTY, IOWA

1519 BALTIMORE DRIVE
AMES, IA 50010
(515) 233-6100

SHEET 1 OF 2

PLAT OF SURVEY SECTION 36, TOWNSHIP 84 NORTH, RANGE 23 WEST STORY COUNTY, IOWA OCTOBER, 2005



**BOLTON
& MENK**

1519 BALTIMORE DRIVE
AMES, IA 50010
(515) 233-6100

SHEET
2
OF
2

PLAT OF SURVEY
SEC. 36-T84-R23W, STORY COUNTY, IOWA

LOT LAYOUT FOR BLOCKS 34-49 IN GRID 'C' AND 'D'
BLOCKS 5-33 IN GRID 'C'

LOT LAYOUT FOR
BLOCKS 5-33 IN GRID 'C'

0
20
40
HORIZ.
SCALE
FEET

© Bolton & Menk, Inc. 2005. All Rights Reserved.
BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010
JCS NUMBER: 2043579

City Administrators Report

January 8-22, 2026

Resource Recovery Center

I have spoken with representatives from both the Hardin County Landfill and the Marshall County Landfill regarding the possibility of accepting our community's waste at their facilities. Additionally, the Mayor and I attended the Marshall County Landfill Commission meeting to discuss this matter directly with the board. Marshall County indicated that they would likely not be interested in accepting our waste due to the volume we generate, as well as the amount of waste they are already receiving from other smaller communities. Hardin County, on the other hand, expressed interest but stated that they would not make a final decision until their board meeting scheduled for February 17. During our discussions, Hardin County also addressed potential costs, estimating a tipping fee in the range of \$70-\$75 per ton. They noted that there may be an additional charge on top of that amount due to the increased workload associated with handling extra waste, though this has not yet been determined. Based on these factors, I recommend continuing to utilize the Ames facility. Ames is only approximately 15 minutes away, compared to a 40-minute drive to either Hardin or Marshall County. This shorter distance is especially important for residents who may need to drop off trash themselves, as traveling to a farther facility would be a significant inconvenience. Additionally, switching facilities could result in the loss of some local haulers, which would require residents to find new waste service providers. While the Ames facility will be increasing tipping fees for haulers, potentially leading to higher service costs for residents, the per capita cost to the City will remain the same. As a result, we would not need to increase resident bills. Another key advantage of continuing with Ames is the expanded list of materials they plan to accept in the future, which provides additional long-term benefits. I plan to place the agreement on the February 9 agenda, depending on how the discussion with the Council goes on Monday. Once a decision is made regarding waste disposal, we will then need to move forward with addressing the recycling portion of our services.

Drainage

We are continuing to work on obtaining additional quotes for the stormwater drainage improvements on West 18th Street. Once we receive another quote, we will be able to determine whether the project will be required to go out for formal bidding. Staff has been actively working to address this issue and identify a viable long-term solution. At this time, we believe the proposed approach will effectively resolve the drainage concerns. Additionally, the County has agreed to contribute toward a portion of the costs associated with the necessary work, which will help reduce the overall financial impact of the project.

CIRTPA

We currently maintain a healthy balance in our Central Iowa Regional Transportation Planning Alliance (CIRTPA) account, which is administered by CIRTPA. The current balance is approximately \$1.9 million, and projections indicate that it will increase to roughly \$2.4 million by 2029. It is important to note that the City does not have direct access to these funds. In order to use the money, any proposed project must first be approved by the CIRTPA Board and then receive approval from the DOT. Approximately \$215,000 is added to our CIRTPA balance each year through a combination of federal, state, and local transportation funding sources. To be eligible for these funds, road projects must be listed in the Federal Functional Classification

Database and be classified as Minor Arterial, Collector, or Principal Arterial roadways. The City has previously allocated \$1 million from this account toward improvements on West 18th Street, which are planned to coincide with the DOT's interchange project scheduled for 2027–2028.

After this allocation, the account balance is expected to be approximately \$900,000 beginning in fiscal year 2026. Because these funds are considered federal dollars, they follow the federal fiscal year, which begins in October. As a result, funding becomes accessible in October for any projects that have been submitted to and approved by both CIRTPA and the DOT.

I am providing this information as background for the Capital Improvement Plan (CIP) projects that I will be discussing below.

CIP update

In our previous Capital Improvement Plan (CIP), we identified three roadway projects that were planned for completion this year. These projects included:

1. Lincoln Highway between 15th Street and 19th Street,
2. E Avenue between 8th Street and 11th Street, including one block north on 11th Street, and
3. N Avenue between 5th Street and 8th Street.

After further discussion with Andrew Collings of MIPA, who also represents CIRTPA, we are proposing to adjust the list of projects in order to better utilize available CIRTPA funding sources. We will still proceed with the N Avenue project from 5th Street to 8th Street as originally planned. However, in place of the E Avenue and Lincoln Highway projects, we are proposing to complete the following segments instead:

- 2nd Street from Lincoln Highway to N Avenue, and
- 11th Street from Lincoln Highway to H Avenue.

These changes will allow us to align the projects with CIRTPA eligibility requirements and maximize the use of the funding available in our CIRTPA account. We will then work through the CIRTPA approval process to schedule the remaining projects—South 11th Street, E Avenue, and Lincoln Highway—for construction in the spring of 2027. This approach will enable us to fully leverage the CIRTPA funds that have been accumulated. You will see information on the agenda related to bonding, which corresponds to the roadway projects we are proposing to bond in order to complete them. Of these projects, the segment from Lincoln Highway to N Avenue will be the most costly, as it will require a full reconstruction. This reconstruction will include the replacement of water, stormwater, and sanitary sewer infrastructure in addition to the roadway improvements.

I and I

Earlier this fall, the City conducted smoke testing throughout the sanitary sewer system. The results indicated that the majority of the identified issues were located along the trunk line sewer near the creek. These areas were found to be a significant source of infiltration, contributing to the excess water entering the system. WHKS has since developed a plan to mitigate the infiltration issues identified during the testing. This plan focuses on addressing the areas where the greatest infiltration is occurring. Staff will continue to review the proposed approach to determine whether a more cost-effective solution may be available; however, at this time, a viable plan is in place. The current strategy involves excavating and replacing several manholes along the trunk line that are older structures and no longer functioning as intended. In addition, other manholes that do not require full replacement will be rehabilitated by applying grout to seal cracks, joints, and holes where infiltration is occurring. This work is intended to significantly

reduce groundwater infiltration and improve the overall performance and reliability of the sanitary sewer system.

Trunk Line Stilling Structure

Approximately two weeks ago, I sent out an update indicating that the filter within the stilling structure had been replaced. The new filter has been effective in helping to mitigate the odor issues that were previously occurring. However, due to recent cold weather conditions, the filter froze earlier this week. City staff have since removed the filter to allow it to thaw properly and will reinstall it once conditions allow. In the meantime, we are actively evaluating potential solutions to prevent the filter from freezing in the future, to ensure the odor issue does not return.

Access Control

We have now received all estimates for the access control improvements at both City Hall and the Water Plant. Staff will review the submitted proposals and prepare an action form for the Council's consideration. This information will be included on the agenda for the February Council meeting, at which time the Council will be able to review the options and make a decision.

CDBG

The lead and asbestos testing has been completed, and we expect to receive the results within the next one to two weeks. In the meantime, the historical review process will begin shortly; however, all materials must first receive approval from the State before the formal review can proceed. While we are hopeful that the State's approval process will move quickly, an initial on-site review is scheduled to begin on Friday. Representatives from Eocene will be coming to town to inspect the buildings and gather the information necessary to develop a plan of action. This preliminary visit will allow them to prepare for the work once all approvals are in place and they are authorized to proceed.

Monthly Meetings

IAMU-Legislative Review

NEDC

Mainstreet

Rotary

PPL



STAFF MEETING AGENDA

Tuesday, January 20, 2026 @ 9:00 A.M

- i. CDBG- Historian/Lead/Asbestos
- ii. Legislative Review
- iii. Access Control
- iv. Splashpad
- v. Decommission- 1st phase of testing
- vi. W. 18th Street drainage
- vii. Internet Services
- viii. Oak Park Trail
- ix. Housing Development
- x. Resource Recovery Center
- xi. ICAP
- xii. WWTP
- xiii. Ordinance Changes/Fee Appendix

City Communications Update

Page 2

*They encourage at council meetings for council members and City leaders, when speaking, to think about using language that makes it easier for people to know what they are talking about when they are referencing a document. For example - "In the document handed to us by Brenda Dryer on housing statistics, my question is..." This is important for those listening to videos later.

*I learned during this webinar how to better provide alt text on images to bring them into "context" rather than just naming or describing them, and that not all images need or should have alt text. This will be something I can begin working on.

*Suggestions were made about our YouTube settings and I checked that we are already in the correct settings, as far as I can tell.

*It was noted that in any presentation materials we have on our website or are creating for our website - such as budget presentation, etc., we include summaries of each page or a summary at the end that can fully explain the content.

Moving Forward

My plan is to begin working on these issues, and taking advantage of any other webinars provided that I know about. It's encouraging to know that there are many things we can do or "learn to do" to increase our accessibility, and while it's a lot of work and we may need some assistance from others, I look forward to tackling it and making things more compliant for our residents who need it.

The biggest take-away from all the things I've learned about this mandate is that we must show progress ... it isn't that we are ever 100 percent "issue-free", but that we are working toward any issues we have to meet guidelines, and responding to any resident concerns about our presentation of information.

There are a number of companies who work with accessibility specifically and at some point in time, we may need to have one of those companies work with us. The City of Decorah has a great accessibility tool on its website, provided by Accessibe, which partners with SalTech, so that may be something we want to consider down the road. I continue to review other City websites and talk with other City officials, and some aren't even thinking about this mandate yet, so I'm glad we are at least starting to plan for it.

If you have any questions, please reach out to me.

City Communications Update
Re: Website Accessibility Mandate
From: Marlys Barker

Over the past year, I've been looking into the new website accessibility requirements for all Cities to meet by 2026 and 2027. Cities with over 50,000 in population will have to implement action by April 26 of this year. Cities under 50,000 in population will have to implement action by April 26, 2027.

Kerin referred me to a webinar offered by League of Cities on Jan. 21 and I sat in on it. Information was presented by staff at DeNovo (a company that works with government communication). It truly helped with some of the questions I've had about this mandate and about how we can move forward.

Some important things I learned about the federal mandate, our ability to comply by April 26, 2027, are as follows:

*There is a free evaluation tool we can utilize to get a report on our website's accessibility rating. The errors that appear are the most important compliance issues to try to resolve. I ran ours on my own and we are at a 6.4 on a scale of 10, with 5 being average in compliance. I plan to let DeNovo run our website again to be sure they get the same score. (They offer a free check.) Most of our current errors are with contrast.

*There is a resource tool/website provided by the government that gives a "how" on resolving a lot of these issues. I also asked and was told I could reach out to DeNovo with questions on how, without them charging me, and they might also be able to supply more resources. So my goal is to work on learning how to resolve and keep up with many of these issues.

*Any websites affiliated with the City - our payment website, planning and zoning Cloud website, parks and rec programming website, all must also be compliant or working toward compliance by the same deadline, April 26, 2027. They said most city payment sites are in compliance, but if there are any problems, the responsibility lies with the City.

*They suggested we create a timeline page or report on accessibility on our website to show what we have done and are doing to continue to work toward better accessibility. Even my participation in this webinar or if we get any other training, are things to mention on that page, along with things we are in process of correcting, to show that we are working on this matter. This is something I can certainly do.

*All PDFs going forward need to be in compliance, and I need to ask how we make sure those are in compliance by next year.

