

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MARCH 9, 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=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, March 9, 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 February 23, 2026
 - B. Approve Payment of Cash Disbursements, including Check Numbers 89835-89888 and Electronic Numbers 5007-5075 (Inclusive) Totaling \$472,312.11 (See attached list); the First Interstate Card Purchases for the February 19, 2026 Statement, total \$7,835.63; and Sam's Club Card Purchases for February 22, 2026 Statement, total \$621.02
 - C. Approve Renewal of Class "C" Retail Alcohol License for TABLOO LLC d/b/a/ Lincoln Tap, 835 6th Street Ste 3, Effective March 1, 2026

Y900

D. Resolution No. 052 (2025/2026): A Resolution Providing for the Giving of Notice and Hearing of the City Council of the City of Nevada Regarding the Requested Annexation for Land Owned by the City of Nevada

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. Public Arts Commission Update

6. Ordinance No. 1076 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to No Parking Zones, second reading

7. Ordinance No. 1077 (2025/2026): An Ordinance Amending Chapter 65 (Stop or Yield Required) of the City Code to Require Stops in Additional Intersections, second reading

8. Resolution No. 053 (2025/2026): Resolution approving Bond Purchase Agreement, providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2026A and providing for the levy of taxes to pay the same

9. Resolution No. 054 (2025/2026): A Resolution to Enter into a 28E Agreement with City of Ames for use and Support of a Solid Waste Reclamation, Recycling and Disposal System

10. Resolution No. 055 (2025/2026): Resolution Authorizing Economic Development Grant to Nevada Economic Development Council, Inc.

11. Resolution No. 056 (2025/2026): A Resolution Approving Agreement for Maintenance and Repair of Primary Roads in Municipalities with Iowa Department of Transportation

12. Resolution No. 057 (2025/2026): A Resolution Approving Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for 2026/27 Street Reconstruction Program

13. Resolution No. 058 (2025/2026): A Resolution Approving Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for 2027/28 Street Reconstruction Program

14. Resolution No. 059 (2025/2026): A Resolution Approving Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for Trunkline Sanitary Sewer Rehabilitation

15. Discussion & Appropriate Follow up regarding W. 18th Street Drainage

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

17. ADJOURN

The agenda was posted on the official bulletin board on March 6, 2026, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2026-2027\2026-03-09.DOC

PUBLIC NOTICE

There will be a Council Work Session on Monday, March 9, 2026 immediately following the Regular City Council Meeting in the Council Chambers of Nevada City Hall, 1209 6th Street, Nevada, Iowa to review the proposed plans for a Dog Park.

There will no action of the council taken.

<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



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, MARCH 9, 2026 – 6:00 P.M.

6. Ordinance No. 1076 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to No Parking Zones, second reading
Enclosed you shall find the second reading to amend no parking zones in Chapter 69 of the city code.
7. Ordinance No. 1077 (2025/2026): An Ordinance Amending Chapter 65 (Stop or Yield Required) of the City Code to Require Stops in Additional Intersections, second reading
Enclosed you shall find the second reading to add stops to Chapter 65 of the city code.
8. Resolution No. 053 (2025/2026): Resolution approving Bond Purchase Agreement, providing for the issuance of General Obligation Corporate Purpose Bonds, Series 2026A and providing for the levy of taxes to pay the same
Enclosed you shall find the DRAFT documents for the GO Bond. Final documents will be provided to Council prior to the meeting on Monday, after rates are locked in Monday morning. There will also be a brief summary for council provided by D.A. Davidson.
9. Resolution No. 054 (2025/2026): A Resolution to Enter into a 28E Agreement with City of Ames for use and Support of a Solid Waste Reclamation, Recycling and Disposal System
Enclosed you shall find the resolution and updated 28E Agreement with Ames for waste collection.
10. Resolution No. 055 (2025/2026): Resolution Authorizing Economic Development Grant to Nevada Economic Development Council, Inc.
Enclosed you shall find the resolution and agreement for the use of LMI funds
11. Resolution No. 056 (2025/2026): A Resolution Approving Agreement for Maintenance and Repair of Primary Roads in Municipalities with Iowa Department of Transportation
Enclosed you shall find the resolution and agreement for the continuation of road maintenance with the Iowa DOT.
12. Resolution No. 057 (2025/2026): A Resolution Approving Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for 2026/27 Street Reconstruction Program
Enclosed you shall find the engineering agreement from WHKS for the street project including work on N Avenue, 2nd Street, and 11th Street.
13. Resolution No. 058 (2025/2026): A Resolution Approving Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for 2027/28 Street Reconstruction Program

Enclosed you shall find the engineering agreement from WHKS for the street project including work on E Avenue and Lincoln Highway.

14. Resolution No. 059 (2025/2026): A Resolution Approving Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for Trunkline Sanitary Sewer Rehabilitation

Enclosed you shall find the engineering agreement from WHKS for the trunkline rehab of the manhole top sections and castings

15. Discussion & Appropriate Follow up regarding W. 18th Street Drainage

Enclosed you shall find the action form, two RFP's, and a map of the area relating to mitigating the flooding issues.

NEVADA CITY COUNCIL – MONDAY, FEBRUARY 23, 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 Pro Tem Jason Sampson, convened the meeting at 6:00 p.m. on Monday, February 23, 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: Ryan Condon.

Staff Present: Erin Clanton, Jordan Cook, Kerin Wright, Erin Mousel, Lucas Battani, Chris Brandes, Marlys Barker, Devin Cornish, Ray Reynolds, Derek Thomas.

Also in attendance were: Jim Samuelson, Eileen Patterson, Brian Quandt, Jane Heintz, Sara Clausen, Chris Scobba, Ray Beatty, Sarah Gilchrist, Emmi Miller.

3. APPROVAL OF AGENDA

Motion by Henry Corbin, seconded by Sandy Ehrig, to **approve the agenda**. After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Spence, Good, Sampson, Kelly. Nay: None. The Mayor Pro Tem 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 Andy Kelly, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on February 9, 2026
- B. Approve Payment of Cash Disbursements, including Check Numbers 89764-89834 and Electronic Numbers 4926-5006 (Inclusive) Totaling \$430,870.80 (See attached list)
- C. Approve Financial Reports for Month of January, 2026
- D. Accept 2025 Certified Local Government Annual Report

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

5. PUBLIC FORUM:

- A. Brian Quandt, Nevada Rotary Club President shared some general information about Rotary in addition to providing specific activities/projects Rotary is directly involved with. Mr. Quandt also stressed the dedication of their members to service and partnering with the city.

B. RUN United gave a brief overview of their commitments, runs/programs they offer to both youth and adults, as well as the funds that are donated back to all parts of the community.

6. Resolution No. 047 (2025/2026): A Resolution Amending and Approving the Appendix to the City Code

Motion by Sandy Ehrig, seconded by Andy Kelly, to **adopt Resolution No. 047 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Ehrig, Kelly, Spence, Corbin, Good, Sampson. Nay: None. The Mayor Pro Tem declared the motion carried.

7. Resolution No. 048 (2025/2026): A Resolution Approving the Proposed Maximum Property Tax Levy for FY2026/2027 Budget and Setting the Public Hearing

Motion by Andy Kelly, seconded by Henry Corbin, to **adopt Resolution No. 048 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Kelly, Corbin, Good, Sampson, Ehrig, Spence. Nay: None. The Mayor Pro Tem declared the motion carried.

8. Resolution No. 049 (2025/2026): Resolution on Acquisition or Development for Outdoor Recreation

Motion by Henry Corbin, seconded by Luke Spence, to **adopt Resolution No. 049 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Corbin, Spence, Good, Sampson, Kelly, Ehrig. Nay: None. The Mayor Pro Tem declared the motion carried.

9. Resolution No. 050 (2025/2026): A Resolution Authorizing Submission of a 2026 Prairie Meadows Community Betterment Grant Application for Hattery Park Revitalization and Committing Local Match Funding if Awarded

Motion by Luke Spence, seconded by Sandy Ehrig, to **adopt Resolution No. 050 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Corbin, Good, Sampson, Kelly. Nay: None. The Mayor Pro Tem declared the motion carried.

10. Resolution No. 051 (2025/2026): Resolution authorizing the use of a preliminary official statement for the sale of General Obligation Corporate Purpose Bonds, Series 2026A

Motion by Luke Spence, seconded by Henry Corbin, to **adopt Resolution No. 051 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Spence, Corbin, Good, Sampson, Kelly, Ehrig. Nay: None. The Mayor Pro Tem declared the motion carried.

11. Ordinance No. 1076 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to No Parking Zones, first reading

Motion by Luke Spence, seconded by Henry Corbin, to **approve Ordinance No. 1076, (2025/2026), first reading**. After due consideration and discussion the roll was called. Aye: Spence, Corbin, Good, Sampson, Kelly, Ehrig. Nay: None. The Mayor Pro Tem declared the motion carried.

12. Ordinance No. 1077 (2025/2026): An Ordinance Amending Chapter 65 (Stop or Yield Required) of the City Code to Require Stops in Additional Intersections, first reading

Motion by Luke Spence, seconded by Andy Kelly, to **approve Ordinance No. 1077 (2025/2026), first reading.** After due consideration and discussion the roll was called. Aye: Spence, Kelly, Ehrig, Corbin, Good, Sampson. Nay: None. The Mayor Pro Tem declared the motion carried.

13. ADJOURNMENT

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

Jason Sampson, Mayor Pro Tem

ATTEST:

Erin Mousel, City Clerk

Published: _____

Council Approved: _____

Item # 43
 Date: 3/9/26

CITY OF NEVADA CLAIMS 3/09/26

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK#
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	2,377.51	5007
EFTPS	FEDERAL TAXES Pay Period: 03/01/2026	32,124.97	5070
CORNISH, DEVIN	HSA HSA Pay Period: 03/01/2026	50.00	5071
HUTTON, RYAN	HSA HSA Pay Period: 03/01/2026	355.42	5072
WAGeworks/HEALTH EQUITY	FSA 2023 rfnd late repaymnt VanderHart	782.69	5073
EMPLOYEE BENEFIT SYST	BENEFITS PAID	3,463.80	5074
EMPLOYEE BENEFIT SYST	SELF FUNDING FEES	299.88	5075
DELTA DENTAL OF IA	DENTAL 3/2026	4,031.30	89835
FIDELITY SECURITY LIFE	VISION 3/2026	1,028.31	89836
WELLMARK	HEALTH 3/2026	41,972.31	89837
COLLECTION SVCS CTR	CHILD SUPPORT Pay Period: 03/01/2026	122.02	89838
MISSION SQUARE	DEFERRED COMP Pay Period: 03/01/2026	390.00	89839
ACCESS SYSTEMS	ALL-COPIER LEASE	683.94	89840
ALLIANT	ALL - UTILITIES	36,492.76	89841
ALLIED SYSTEMS	WWT-PUMP BASIN REPAIRS	3,863.43	89842
ALMACO	STS SIGN BLANKS	902.02	89843
AMAZON CAPITAL SVCS	ALL-SUPPLIES	2,077.94	89844
AMERICAN WTR WORKS ASSOC	WTR-MEMB RENEWAL	462.00	89845
ARNOLDS	PD/STS/WTR/PKM-SUPPLIES	938.75	89846
CAPITAL SANI SUPPLY	FH-JANITORIAL	377.82	89847
CARRICO AQUATIC RES	POOL-FILTER/LADERALS	71,108.00	89848
CDW GOV INC	ADM-CISCO DUO	882.00	89849
CENTRAL IA BROADBAND	FH-INTERNET	375.00	89850
DEATON, KYLE	WTR-REFUND	18.13	89851
DMACC	EMS- EMT CLASS ARLENE SANTIAGO	1,276.00	89852
ECHO/ELECTRIC SUPPLY	STS FAWCETT LIGHT	59.71	89853
ENVIRONET	CDBG DT FACADE	4,800.00	89854
FELD EQUIPMENT	FD-BOOTS/SAFETY GLASSES/PRESSURE GAUGES	1,057.48	89855
FIRSTNET	PD-CAR COMPUTERS	385.93	89856
GAMETIME %CUNNINGHAM REC	PKM-HATTERY	51,798.22	89857
GEORGE WHITE	PD- CAR 4 OIL	220.95	89858
HACH CO	WTR-LAB SUPPLIES	573.20	89859
HARVEST HEATING	POOL-HEATER RPR	8,400.00	89860
HAWKINS INC	WTR-CHEMICALS	3,543.68	89861
HR GREEN	ENGINEERING	25,428.33	89862
IA IRRIGATION & DEV	POOL/CH/SCORE-IRRIGATION AGRMT	2,970.00	89863
KRUCK P& H CO.	CH-BLRS DWN/WINTER MAINT	815.00	89864
LEGACY EMERGENCY VEHICLES	EMS- VEHICLE REPAIR ITEM 864	360.98	89865
MACQUEEN EQUIP	FD- NOZZLES AFG PROJECT	449.07	89866
MADISON NAT LIFE INS	WWTA-LIFE INS	478.74	89867
MCFARLAND CLINIC	PD-FRIEDRICH SCREENING	48.00	89868
MENARDS	ADM/STS-SUPPLIES	97.60	89869
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	89870
PERFECT MOTION SPORTS	REC-SB	960.00	89871
PETERSEN MFG	PKM-BENCH/PLAQUE	2,157.76	89872
RACOM CORP	PD-RADIO MICS	765.00	89873
RJ MARX	FD-TRUCK DECALS	1,260.45	89874

S&P GLOBAL RATINGS	26-27CIPST-BOND RATING	16,250.00	89875
SALTECH SYSTEMS	WEB HOSTING	153.70	89876
SCHULING HITCH	STS MVP PLOW	75.00	89877
SIGLER CO	OUR NEVADA	2,711.89	89878
STOREY KENWORTHY	WTR/WWT ENVELOPES	268.22	89879
STORY CO RECORDER	ADM-PARCELS A&B NORTHVIEW	37.00	89880
THIEL, DENNIS	WTR-REFUND	16.09	89881
T-MOBILE	ALL-GEOTABS	125.10	89882
USA BLUEBOOK	WWT-LAB SUPPLIES	232.95	89883
WAGeworks/HEALTH EQUITY	PR-FLEX BENEFIT FEE	204.25	89884
WHKS & CO.	WWT-DECOMM OLDPLT/GENERAL ENG	36,549.65	89885
WINDSTREAM	ALL-PHONES	281.69	89886
WINSUPPLY	CH-RPR KIT	12.99	89887
ZIEGLER	STS LOADER QUICK COUPLE	472.28	89888
	PAYROLL EFT (5008-5069)	<u>101,610.20</u>	
	GRAND TOTAL	472,312.11	

Vendor # 1170

20260301

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 3/9/2026 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
2/1/2026	Go Daddy	ADM, Website/Emails	26.97	4007644936	121-613-6431
2/3/2026	Iowa Leagues of Cities	CA, Local Leaders Day	100.00	1348-2570	0016136240
2/3/2026	IACMA Des Moines	CA, Conf Registration - Jordan	400.00	698279b9eebf7	0016136240
2/3/2026	IACMA Des Moines	ADM, Conf Registration - Lucas	400.00	698279b9eebf7	001-620-6240
2/12/2026	Sangoma	Water Plant	31.18	0922407	600-811-6373
		Wastewater Pl	31.18		610-816-6373
		Library	31.18		001-410-6373
		Fire Dept	31.18		001-150-6373
		Police Dept	31.18		001-110-6373
		ST Dept	31.18		110-210-6373
		City Hall	31.18		001-620-6373
		Cemetery	31.18		001-450-6373
		Parks Mnt	31.17		001-431-6373
2/19/2026	Zoom	ADM, Website	76.78	INV342446293	121-613-6431
2/10/2026	Grimco Inc.	STS, Signs	1,816.71	896669765	110-210-6509
2/12/2026	Grimco Inc.	STS, Signs	364.10	35139901-01	110-210-6509
2/17/2026	Twilio	ADM, Notifications	11.28	20260216	121-613-6431
1/26/2026	Facebook	LIB, Ads	15.00	M3QBHDDJK2	001-410-6594
1/28/2026	Demco	LIB, Supplies	185.37	7756249	001-410-6594
1/30/2026	WalMart	LIB, Supplies	51.27	603042083461	001-410-6594
2/1/2026	Facebook	LIB, Ads	6.55	DUZ72EDJK2	001-410-6402
2/4/2026	Iowa Library Association	LIB, Membership	179.00	ch_35x7KJFMITZsexM1UCq OOQ	001-410-6210
2/12/2026	Microsoft	LIB, Software	42.00	E0700Y664	001-410-6508
2/18/2026	USPS	LIB, Postage	13.46	20260218	001-410-6508
1/28/2026	SurveyMonkey	REC, Operating Supplies	52.16	4628391	001-430-6599
1/28/2026	SurveyMonkey	REC, Operating Supplies	52.16		001-431-6599
1/28/2026	SurveyMonkey	REC, Operating Supplies	52.16		001-435-6599
1/28/2026	SurveyMonkey	REC, Operating Supplies	52.17		001-460-6599
1/31/2026	Playtime Scheduler	REC, Subscription	35.00	B1AAAC50-0004	001-460-6599
2/6/2026	SSU Services	REC, Tourney Reg	32	20260228	001-472-6599
2/10/2026	Shop at Iowa State	PKM-Cont Ed	128.10	00007392	001-431-6479
2/10/2026	Shop at Iowa State	PKM-Cont Ed	65.00	00007393	001-431-6479
2/10/2026	Shop at Iowa State	PKM-Cont Ed	65.00	00007394	001-431-6479
2/19/2026	SSU Services	REC, Tourney Reg	32.00	20260214	001-472-6599
2/21/2026	Diamond Scheduler	REC, Baseball	199.00	C9B639BA-0005	174-470-6599
1/26/2026	IMFOA	ADM, Renewal	50.00	1863-0332	001-620-6240
1/29/2026	Iowa Rural Water Assoc.	WTR, Conf Reg, Starbuck	470.00	75189	600-811-6240
1/29/2026	Iowa Rural Water Assoc.	WTR, Membership Dues	465.00	75192	600-811-6210
1/29/2026	Iowa Rural Water Assoc.	WTR, Conf Reg, Hovick	470.00	75191	600-811-6240
2/2/2026	IAWEA	WWT, Conf Reg, Gibson & Rasmusson	510.00	2026WCLCTNSY6RV002C	610-816-6240
2/4/2026	National Assoc.	PSD, Conf Registration, Koder	550	20260201	001-110-6240
2/13/2026	Canva	ADM, Business Cards	38.52	PAHBO8sUKTW	001-620-6599
2/18/2026	Shop at Iowa State	CEM, Cont Ed, Fritz	65	00007829	001-450-6479
2/18/2026	IA DNR Fees & Payments	WWT, Training, Gibson	32.29	13801	610-816-6479
2/3/2026	DMACC Bookstore - Credit	PSD, Cont Ed - tax reimbursement	-28.85	8029264	001-110-6240
2/9/2026	Brighton-Best	FD, Equipment	449.82	11963	001-150-6510
2/18/2026	IA Secretary of State	PSD, Notary	30.00	4778220	001-110-6599

7,835.63

POSTING & PAYMENT DATE:

March 19, 2026

City Administrator

Vendor #1403

2026304

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 3/9/2026 W/CLAIMS

<u>Tran Date</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
2/2/2026	WTR, Sheds	199.00	P928000DJ011ING4YS	600-811-6599
2/5/2026	FD, Supplies	150.50	P928000DP00XTMJG5	001-160-6599
2/13/2026	REC, Concessions	226.72	P928000DY013D2VQV	001-470-6599
2/20/2026	ADM, Supplies	44.80	P928000E500XTMJG6	001-620-6599
		621.02		

POSTING & PAYMENT DATE:

March 22, 2026

City Administrator

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

Item # 4C
Date: 3/9/26

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the March 9, 2026 Council Agenda

Business Name Lincoln Tap 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.

3/2/26
Date


FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

CLASS "C" RETAIL ALCOHOL LICENSE RENEWAL

Business Information

Name of Legal Entity: TABLOO LLC

FEIN: XX-XXX0658

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 488630

Premises Information

Premises DBA: LINCOLN TAP

Premises Address: 835 6TH STREET STE 3 NEVADA IA 50201

Premises Type: Bar/Tavern

Number of Floors: 1

Control of Premises: Lease

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?
Yes

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

Is your establishment equipped with tables and seats to accommodate a minimum of 25?
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

License Information

Effective Date: 01-Mar-2026

Length of License Requested: 12MONTH

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

Patio

RESOLUTION NO. 052 (2025/2026)

**A RESOLUTION PROVIDING FOR THE GIVING OF NOTICE AND HEARING OF
THE CITY COUNCIL OF THE CITY OF NEVADA REGARDING THE REQUESTED
ANNEXATION FOR LAND OWNED BY THE CITY OF NEVADA**

WHEREAS, the City of Nevada is requesting voluntary annexation of certain real estate to the City of Nevada, Iowa:

LEGAL DESCRIPTION:

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.

(the "Property")

WHEREAS, the City recently acquired the Property from West Indian Research Acres, LLC, formerly owned by Clem Acres, LLC, and now wishes to annex the Property into the City; and

WHEREAS, Iowa Code Section 368.7(3) provides that notice of the Annexation shall be published in an official county newspaper at least ten days prior to the action by the City Council; and

WHEREAS, the said Section provides that a copy of requested Annexation shall be mailed by certified mail to all cities within two (2) miles of the City of Nevada, Story County Board of Supervisors, affected utilities, and regional planning authority at least fourteen (14) days prior to the action of the City Council; and

WHEREAS, the City Council of the City of Nevada, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

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

1. A public hearing before this Council on the annexation described in the preamble to this resolution is hereby set for 6:00 P.M. on the 13th day of April 2026.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published on _____, 2026.

Good evening City Council,

We represent the Nevada Public Arts Advisory Commission. The members are Mindy Buyck, Jason Schneider, Janice Gammon, Nancy Port and Council advisor Sandy Ehrig. My name is Wade Presley.

During the past year we have collaborated on finished projects and discussed and planned for future Arts events and projects.

The mural on the Main Street buildings is the finished project. This project began as a Leadership Nevada idea. Our role with this project involved:

- Collaborating with Leadership Nevada, State Bank and Main Street Nevada to determine the preparation of the surface to make it suitable for painting
- Seeking funds for the cost of the mural.
- Selecting artists for the mural
- Determining the timeline for completion of the mural

I will share some details about each part

Collaboration- Leadership Nevada approached our Commission with the idea of a mural on the Main Street building. That initial idea led to conversations with State Bank regarding their role as the owner of that open space. PAC also met with the Main Street Nevada board and the Executive Director to develop an artist selection process and potential design ideas.

Funds- PAC submitted a grant application with the Iowa Arts Council to fund the mural. We were working with an early April submission deadline. In July we were informed that our application was not selected. At that point, Main Street moved forward to complete the mural with one of the artists we had recommended.

Artist selection- We developed a "Call for Artists" to inform and invite Iowa artists about our mural. We received several interested artists that included past work, proposed mural designs and a budget. Two artists were selected for a final interview. We held virtual interviews and invited Main Street Nevada to the interview.

Timeline- PAC collaborated with State Bank and Main Street Nevada to plan a timeline for the surface preparation, length of time for the mural and a preferred time of year to complete the mural.

We learned a lot through this process that will benefit the exploration of future projects.

Currently

At this time we have additional arts projects in various stages of preparation. These projects include: hosting an art fair for local artists to display and sell their art, collaborating with a city commission to develop another mural, and assisting the Nevada Public Library in displaying art in their building.

According to research by The Americans for the Arts organization communities that support it provides an intersection between past, present and future, between disciplines, and between

ideas. Public art that is freely accessible provide an intersection between past, present and future, between disciplines, and between ideas. I have included a document from the American for the Arts ([link to Why Public Art Matters](#)) to provide more detail on the benefits of supporting Public Arts in helping cities develop a stronger sense of identity and sense of place.

Thank you to Mayor Condon and the City Council for supporting the Arts in Nevada.

ORDINANCE NO. 1076 (2025/2026)

**AN ORDINANCE AMENDING CHAPTER 69 (PARKING REGULATIONS)
OF THE CITY CODE BY ADDING LANGUAGE PERTAINING TO NO PARKING ZONES**

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

SECTION 1. SECTION MODIFIED. Chapter 69 (Parking Regulations), Section 69.08 (No Parking Zones), is hereby amended by adding:

69.08 – NO PARKING ZONES

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236 [1])

1. All of S-14 (County Road), from Lincoln Highway to the north City limit.
2. All of First (1st) Street from I Avenue to Lincoln Highway (except during fair time).
3. All of I Avenue from S-14 (County Road) to First (1st) Street, except on the north side of I Avenue from the west line of First (1st) Street, 195 feet west.
4. All of S-14 (County Road), from I Avenue to the south City limit.
5. All of Maple Street from S-14 (County Road) to the west line of Gaslite Third Addition.
6. The east side of West First (1st) Street from Lincoln Highway to M Avenue.
7. The west side of First (1st) Street from H Avenue to I Avenue.
8. The west side of Second (2nd) Street from Lincoln Highway to the south line of N Avenue.
- 9. The west side of Second (2nd) from S Avenue to T Avenue**

(Ord. 953 – Jul. 10 Supp.)

10. All of Fifth (5th) Street from F Avenue to G Avenue.
11. All of Fifth (5th) Street from G Avenue to I Avenue.
12. The west side of Fifth (5th) Street from I Avenue to J Avenue (Sunday parking only).
13. The east side of Fifth (5th) Street from Lincoln Highway to N Avenue (funeral parking only).
14. All of Sixth (6th) Street from US Highway 30 to I Avenue.

(Ord. 939 - Jan. 09 Supp.)

15. The west side of Sixth (6th) Street from the Union Pacific Railroad right-of-way to R Avenue.
16. The east side of Seventh (7th) Street from E Avenue to J Avenue.
17. The west side of Seventh (7th) Street from Lincoln Highway to N Avenue.
18. The west side of Eighth (8th) Street from the West Indian Creek bridge to N Avenue.
- 18A. The east side of Eighth (8th) Street from the Union Pacific Railroad south tracks right-of-way to E Avenue.

(Ord. 939 - Jan. 09 Supp.)

19. The west side of Ninth (9th) Street from E Avenue to N Avenue.
20. The west side of Tenth (10th) Street from E Avenue to T Avenue West.
- 20A. The east side of Tenth (10th) Street from E Avenue to F Avenue (northbound).

(Ord. 941 - Jan. 09 Supp.)

- 20B. The east side of Tenth (10th) Street from H Avenue (east) intersection to 110 feet south of the intersection.

(Ord. 944 - Jul. 09 Supp.)

21. The east side of Tenth (10th) Street from H Avenue (east) to J Avenue.
22. All of Eleventh (11th) Street and South Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the south City limits.

(Ord. 939 - Jan. 09 Supp.)

23. The east side of Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the north line of G Avenue.

(Ord. 939 - Jan. 09 Supp.)

24. The west side of Twelfth (12th) Street from K Avenue to the Union Pacific Railroad right-of-way.
25. All of Thirteenth (13th) Street from M Avenue to N Avenue.
- 25A. East side of West 18th Street north of Highway 30 and south of Lincoln Highway.

(Ord. 944 - Jul. 09 Supp.)

26. The south side of T Avenue from Eighth (8th) Street to Eleventh (11th) Street.
27. The north side of R Avenue from First (1st) Street to Tenth (10th) Street.
28. The south side of N Avenue from Story County Road S-14 to Fifth (5th) Street.
29. All of N Avenue from Fifth (5th) Street to Seventh (7th) Street.
30. The north side of N Avenue from Seventh (7th) Street to Fifteenth (15th) Street.
31. The north side of M Avenue from Sixth (6th) Street to Fifth (5th) Street.
32. The south side of M Avenue from Eighth (8th) Street to Ninth (9th) Street.
33. The south side of M Avenue from Tenth (10th) Street to Twelfth (12th) Street.
34. All of Lincoln Highway from the west City limit to the east City limit.
35. The north side of K Avenue from Fourth (4th) Street to the alley east.
36. The north side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to ten-minute parking only.
37. The south side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to momentary parking while depositing mail only.
38. All of K Avenue from 50 feet east and west of the alley between Eleventh (11th) Street and Twelfth (12th) Street.
- 39. The north side of J Avenue from Tenth (10th) Street east to the alleyway.**
40. The south side of I Avenue from 195 feet west of First (1st) Street to Sixth (6th) Street.
- 40A. The north side of I Avenue from Fifth (5th) Street west to the alley.

(Ord. 944 - Jul. 09 Supp.)

41. All of I Avenue from Sixth (6th) Street to Seventh (7th) Street.
42. The south side of I Avenue from Seventh (7th) Street to Tenth (10th) Street.
- 43. The north side of H Avenue from Ninth (9th) Street east to Tenth (10th) Street.**
44. The south side of H Avenue from Tenth (10th) Street to Thirteenth (13th) Street.
45. The north side of H Avenue from Tenth (10th) Street to Nineteenth (19th) Street.
46. The north side of H Avenue from First (1st) Street to Second (2nd) Street.
47. All of E Avenue from County Road S-14 to and including 275 feet east of the center of the highway bridge over West Indian Creek.
48. The north side of E Avenue starting at a point 275 feet east of the center of the highway bridge over West Indian Creek, and ending at Eleventh (11th) Street.
49. The north side of C Avenue from Eighth (8th) Street to Eleventh (11th) Street.
50. The east side of Third (3rd) Street from Lincoln Highway to N Avenue.
51. The west side of Fifth (5th) Street from G Avenue to the east-west alley south of E Avenue.
52. All of Sixth (6th) Street from I Avenue to U.S. Highway No. 30.
53. All of south 50 feet of Lynn Drive.
54. All of Fifteenth (15th) Street from H Avenue to Lincoln Highway except for diagonal parking where marked from H Avenue to J Avenue on Fifteenth (15th) Street.
55. The south side of J Avenue from the alley between Eighth (8th) and Ninth (9th) Streets to the intersection of Tenth (10th) and J Avenue.
56. The north side of M Avenue from Sixth (6th) Street to Seventh (7th) Street.
57. The west side of Seventh (7th) Street beginning at a point 76 feet and ending at a point 86 feet south of the north property line of Block 13, Original Town of Nevada, Iowa, locally known as the entrance to the United Methodist Church.
58. The north side of Maple Avenue east from the west line of Gaslite Third Addition.
59. All of South G Avenue.
60. All of Fawcett Parkway between Nineteenth (19th) Street and South B Avenue.
61. All of Osage Drive.
62. The north side of Cherokee Street from Osage Drive to the centerline of Apache Street.
63. The south side of Apache Street from Osage Drive to Cherokee Street.
64. The west side of Fifteenth (15th) Street from the intersection with H Avenue to a point 100 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.

65. The east side of Fifteenth (15th) Street from the intersection with H Avenue to a point 68 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.
66. The east side of Second (2nd) Street from Lincoln Highway south 155 feet from centerline of Lincoln Highway.
67. The south side of E Avenue from Sixth (6th) Street east 187 feet from centerline of Sixth (6th) Street.
68. The south side of E Avenue from Sixth (6th) Street west 122 feet from centerline of Sixth (6th) Street.
- 68A. The north and south side of F Avenue east 80 feet from centerline of 10th Street.
(Ord. 941 - Jan. 09 Supp.)
- 68B. The north and south side of F Avenue west 100 feet from centerline of 11th Street.
(Ord. 941 - Jan. 09 Supp.)
69. The south side of G Avenue from Sixth (6th) Street east 120 feet from centerline of Sixth (6th) Street; the north side of G Avenue from Sixth (6th) Street east to alley.
70. The north side of G Avenue from Fourth (4th) Street to Fifth (5th) Street.
71. The south side of F Avenue from Sixth (6th) Street to Seventh (7th) Street.
72. Third (3rd) Street Place from E Avenue to F Avenue.
73. The north side of K Avenue from the intersection with First (1st) Street to a point 155 feet east as measured along the centerline of K Avenue from the intersection of the centerlines of K Avenue and First (1st) Street.
74. The north side of J Avenue from the intersection with First (1st) Street to a point 155 feet east as measured along the centerline of J Avenue from the intersection of the centerlines of J Avenue and First (1st) Street.
75. The east side of Third (3rd) Street from G Avenue to H Avenue.
76. The north side of J Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.
77. The south side of K Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.
78. The east side of Fourth (4th) Street from H Avenue to I Avenue.
79. The north side of I Avenue from Tenth (10th) Street to Eleventh (11th) Street.
80. All of West K Avenue east of West Eighteenth (18th) Street.
81. The north side of K Avenue from Seventh (7th) Street to Eleventh 11th Street.
(Ord. 919 - Feb. 08 Supp.)
82. The north side of Apache Street from the west-end hammerhead turnabout to Osage Drive.
83. The east side of Sioux, Pueblo and Cheyenne Drive from Apache Street to the north-end hammerhead turnabout on Sioux Drive.
84. All of the hammerhead turnabout located on the north end of Sioux, Pueblo and Cheyenne Drive.
85. All of the hammerhead turnabout located on the west end of Apache Drive.
86. The north side of South I Avenue from South Eleventh (11th) Street to the west.
(Ord. 997 - Jan. 18 Supp.)
87. All of W Avenue.
88. The east side of Fourteenth (14th) Street from H Avenue to J Avenue.
89. The west side of Fourteenth (14th) Street Place from F Avenue to Fifteenth (15th) Street.
90. The west side of Fifteenth (15th) Street from F Avenue to H Avenue.
91. The west side of Fifteenth (15th) Street Place from F Avenue to H Avenue.
92. The west side of Sixteenth (16th) Street from F Avenue to H Avenue.
93. The west side of Seventeenth (17th) Street from the Cul-de-sac to H Avenue.
94. The west side of Eighteenth (18th) Street from F Avenue to H Avenue.
95. The east side of Eighteenth (18th) Street Place.
96. The south side of F Avenue from 14th Street Place to 18th Street.

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 23rd day of February, 2026.

Passed and approved 2nd Reading on this 9th day of March, 2026.

Passed and approved 3rd and Final Reading on this 23rd day of March, 2026. Enacted upon publication

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

ORDINANCE NO. 1077 (2025/2026)

**AN ORDINANCE AMENDING CHAPTER 65 (STOP OR YIELD REQUIRED)
OF THE CITY CODE TO REQUIRE STOPS IN ADDITIONAL INTERSECTIONS**

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

SECTION 1. SECTION MODIFIED. Chapter 65 (Stop or Yield Required), Section 65.01 (Stops Required by Vehicles Entering Stop Intersection), is amended by inserting the following new highlighted/bolded language:

65.01 Stops Required by Vehicles Entering Stop Intersection.

65.01(1) On First (1st) Street

- A. At intersection of I Avenue
- B. At intersection of R Avenue**
- C. At intersection of S Avenue**
- D. North bound at intersection of T Avenue**

65.01(4) On Second (2st) Street

- A. South bound at intersection of E Avenue
- B. At intersection of I Avenue
- C. At intersection of Lincoln Highway (L Avenue) – 4-way
- D. At intersection of N Avenue
- E. At intersection of S Avenue**
- F. North bound at T Avenue**

65.01(57) On R Avenue

- A. At intersection of Second (2nd) Street
- B. At intersection of Fifth (5th) Street – 4-way
- C. At intersection of Sixth (6th) Street
- D. At intersection of Eighth (8th) Street
- E. At intersection of Tenth (10th) Street
- F. West bound at West 3rd Street (County Road S14)**

65.01(74) Academy Circle at 6th Street

65.01(75) South Glen Avenue at South Eleventh (11th) Street

65.01(76) Cubs Drive at South Eleventh (11th) Street

65.01(77) Nevada Street at intersection of South Glen Avenue

65.01(78) Alpine Drive

- A. At intersection of R Avenue**
- B. At intersection of T Avenue**

65.01(79) Canyon Drive at intersection of R Avenue

65.01(80) Sequoia Drive

C. At intersection of R Avenue

D. At intersection of T Avenue

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 ___ day of February, 2026.

Passed and approved 2nd Reading on this ___ day of March, 2026.

Passed and approved 3rd and Final Reading on this ___ day of March, 2026. Enacted upon publication

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

DRAFT!
RESOLUTION NO. 053 (2025/2026)

Resolution approving Bond Purchase Agreement, providing for the issuance of \$3,000,000 General Obligation Corporate Purpose Bonds, Series 2026A and providing for the levy of taxes to pay the same

WHEREAS, the City of Nevada (the "City"), in Story County, State of Iowa, proposed 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, and pursuant to law and duly published notice of the proposed action and has held a hearing thereon on February 9, 2026; and

WHEREAS, the City intends to negotiate the sale of General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds"), such Bonds to be issued in evidence of the obligation of the City under the Loan Agreement, with D.A. Davidson & Co. (the "Underwriter"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by the Underwriter; and

WHEREAS, a certain Bond Purchase Agreement (the "Bond Purchase Agreement") has been prepared to set forth the terms of the Bonds and the understanding between the City and the Underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The Bond Purchase Agreement is hereby approved in substantially the form as presented to this City Council. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Underwriter.

Section 2. The City Council shall enter into the Loan Agreement with the Underwriter, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$3,000,000, for the purpose or purposes set forth in the preamble hereof.

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

Section 3. The Bonds, in the aggregate principal amount of \$3,000,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated March 25, 2026, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2027	\$810,000	____%
2028	\$600,000	____%
2029	\$630,000	____%
2030	\$470,000	____%
2031	\$490,000	____%

Section 4. BOKF, N.A., Lincoln, Nebraska, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The Bonds are not subject to optional redemption or prepayment prior to maturity.

[Term bond placeholder] Principal of the Bond maturing on June 1, 20__ is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in each of the years, 20__, 20__, and 20__, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
20__	\$ ____
20__	\$ ____
20__	\$ ____ (Maturity)

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2026. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose

signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

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

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such

person, forwarded in writing by such Participant and to have notification made of all interest payments.

~~The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.~~

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

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

GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026A

No. R- _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, 20__	March 25, 2026	641287__

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

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of BOKF, N.A., Lincoln, Nebraska (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2026, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

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

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of March 25, 2026 (the "Loan Agreement"), entered into by the City 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 Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on March 9, 2026, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

Principal of the Bonds is not subject to optional redemption prior to maturity. [Term bond placeholder] Principal of the Bonds maturing on June 1, 20__, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 20__, 20__, and 20__, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

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

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

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Nevada, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of March 25, 2026.

CITY OF NEVADA, IOWA

By (DO NOT SIGN) _____
Mayor

Attest:

(DO NOT SIGN)
City Clerk
Registration Date: (March 25, 2026)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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

BOKF, N.A.
Lincoln, Nebraska
Registrar

By (Authorized Signature) _____
Authorized Officer

ABBREVIATIONS

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

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

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

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed: _____

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

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

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Underwriter, upon receipt of the loan proceeds \$_____, including the original issue premium (\$_____) (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$_____) shall be retained by the Underwriter as the underwriter's discount.

A portion of the Loan Proceeds (\$_____) (the "Project Proceeds) received from the sale of the Bonds plus the rounding amount (\$_____) shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Project and to the extent that Project Proceeds remain after the full payment of the costs of the Project, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

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

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

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

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

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$_____.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Story County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

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

Section 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. ~~Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.~~

Section 13. The Mayor, City Administrator, and City Clerk (or their acting designees) are each authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Bonds and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, closing certificates and agreements.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved March 9, 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 as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution approving a Bond Purchase Agreement, authorizing a Loan Agreement and providing for the issuance of \$3,000,000 General Obligation Corporate Purpose Bonds, Series 2026A of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2026.

Erin Mousel, City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

STORY COUNTY

I, the undersigned, County Auditor of Story County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2026, the City Clerk of the City of Nevada filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on March 9, 2026, entitled: "Resolution approving Bond Purchase Agreement, providing for the issuance of \$3,000,000 General Obligation Corporate Purpose Bonds, Series 2026A and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2026.

County Auditor

Bond Purchase Agreement

[\$*]

City of Nevada, Iowa

General Obligation Corporate Purpose Bonds, Series 2026A

[March 9, 2026]

City of Nevada, Iowa
1209 Sixth Street
PO Box 530
Nevada, Iowa 50201-0530

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the "Underwriter"), hereby agrees with you, the City of Nevada, Iowa (the "Issuer"), as follows:

1. *Issuance and Sale of the Bonds.* Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement (the "Purchase Agreement") and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of \$[*] in aggregate principal amount of the Issuer's General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds"). The purchase price for the Bonds shall be \$[*] (representing the par amount of the Bonds, [plus] \$[*] of [net] original issue [premium], less an underwriter's discount of \$[*]).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto on the dates and in the amounts and bear interest as set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Bonds will be used for the purposes set forth in the Official Statement.

The Bonds will be issued and secured under the bond issuance resolution to be adopted by the Issuer on [March 9, 2026] (the "Resolution"), and as described in the Official Statement. Pursuant to the Resolution, the Issuer has appointed BOKF, N.A., Lincoln, Nebraska, as the Registrar and Paying Agent for the Bonds.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated March 3, 2026 (the "Preliminary Official Statement"), and the Official Statement, dated [March 9, 2026], to be delivered pursuant to Section 8 hereof (collectively, the "Official Statement").

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Purchase Agreement; and (b) it is registered under the Securities Exchange Act of 1934 as a municipal securities dealer. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in the Official Statement.

3. *Delivery and Payment for the Bonds.* At or before 1:00 P.M., Central time, on [March 25, 2026], or such other date or time as may be agreed to by the Issuer and the Underwriter (the "Closing Date"), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company ("DTC") in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel ("Bond Counsel"). Such delivery is referred to herein as the "Closing." The Bonds will be delivered as definitive fully registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Establishment of Issue Price.*

(a). The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Bonds.

(b). Except as set forth in Schedule A to Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriter to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c). The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price (the "initial offering price"), or at the corresponding yield, set forth in Schedule A to Exhibit A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i). the close of the fifth (5th) business day after the sale date; or
- (ii). the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(a). The Underwriter represents that it is not part of any selling group agreement or any retail distribution agreement relating to the initial sale of the Bonds to the public.

(b). The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i). "public" means any person other than an underwriter or a related party,
- (ii). "underwriter" means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii). a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation

of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv). "sale date" means the date of execution of this Agreement by all parties.

5. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter as follows:

(a). The Issuer is duly existing as a body corporate and political subdivision in the State of Iowa (the "State") with the powers and authority, among others, set forth in Chapters 384 and 76 of the Code of Iowa, 2025, as amended (the "Act"), and with the power and authority to enter into this Purchase Agreement, to issue the Bonds as described in the Official Statement, and to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds.

(b). (i) At or prior to the Closing, the Issuer will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds and the performance of its obligations thereunder; (ii) the Issuer has, and at the date of the Closing will have, full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Undertaking and will have adopted the Resolution securing the Bonds and, at the date of Closing, will have full legal right, power and authority to deliver the Bonds to the Underwriter and to perform its obligations thereunder as provided in the Resolution, this Purchase Agreement, the Continuing Disclosure Undertaking and the Bonds and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Official Statement; (iii) the execution and delivery of this Purchase Agreement, the Continuing Disclosure Undertaking, the Bonds and the Resolution have been duly authorized, and this Purchase Agreement, the Continuing Disclosure Undertaking, the Resolution and the Bonds have been duly executed and delivered; (iv) the Issuer has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement; and (v) the Resolution will be authorized and executed by the Issuer and will be at Closing in full force and effect.

(c). Both at the time of acceptance hereof and at the Closing, there shall not have been any material adverse change since June 30, 2025, in the results of operations or financial condition of the Issuer and the financial statements contained in Appendix D to the Official Statement fairly present the financial position and results of operations of the Issuer as of the dates and for the periods therein set forth in accordance with generally recognized accounting principles for governmental agencies, applied consistently except as otherwise indicated in the Official Statement.

(d). Between the date hereof and the Closing, the Issuer will not, without the prior written consent of the Underwriter, have issued any bonds, notes or other obligations or borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(e). No consent, approval, authorization or order of, or filing, registration or declaration with, any court or governmental agency or body which shall not have been obtained on or prior to Closing is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby except for such actions as may be necessary to be taken to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States of America (the "United States") as the Underwriter may designate.

(f). The issuance of the Bonds, the execution, delivery and performance of this Purchase Agreement, the Resolution, the Continuing Disclosure Undertaking and the Bonds, and compliance with the provisions hereof and thereof by the Issuer, do not and will not conflict with or constitute on the part of the Issuer a breach of, or a default under, any existing law, regulation, decree, order or resolution, or any agreement, indenture, lease or other instrument, to which the Issuer is subject or by which it is bound.

(g). Assuming due authorization, execution and delivery by the respective parties thereto other than the Issuer, the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking and the Resolution shall constitute

valid and binding obligations of the Issuer in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally.

(h). As of the time of acceptance hereof and as of the Closing, except as disclosed in the Official Statement, no action, suit, proceeding or investigation is or will be pending or (to the knowledge of the Issuer) threatened against the Issuer (i) in any way affecting the existence of the Issuer or in any way challenging the respective powers of the several offices of the officials of the Issuer or the titles of the officials holding those respective offices to such offices; or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or assets of the Issuer pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Undertaking or the Resolution; or (iii) in which a final adverse decision would (a) materially adversely affect the operations of the Issuer, or (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part.

(i). The Issuer will take no action after the date hereof which would cause the Bonds not to conform in all material respects to the description thereof contained in the Official Statement.

(j). The Official Statement accurately describes in all material respects the Continuing Disclosure Undertaking for the Bonds by the Issuer (the "Continuing Disclosure Undertaking").

Furthermore, the Issuer acknowledges and agrees that (i) it has previously received disclosures from the Underwriter regarding their role and interests in connection with the purchase of the Bonds from the Issuer and their sale of the Bonds to investors pursuant to Rules G-17 and G-23 of the Municipal Securities Rulemaking Board (the "MSRB"); and (ii) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or an agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

(k). Preliminary and Final Official Statement:

(i). As of its date and as of the date hereof, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for such information that may be omitted from a preliminary official statement pursuant to Rule 15c2-12). The Issuer makes no representation or warranty with respect to information within the Preliminary Official Statement relating to DTC, the book entry system, or the Underwriter. By a resolution adopted February 23, 2026, the Issuer has authorized the distribution by the Underwriter of the Preliminary Official Statement and the Official Statement, when available, in offering the Bonds for sale to prospective purchasers of the Bonds.

(ii). As of its date and as of the Closing Date, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Issuer makes no representation or warranty with respect to information within the Official Statement relating to DTC, the book entry system, or the Underwriter.

6. *Conditions to Obligations.* The Issuer and the Underwriter shall have the right to cancel their obligations hereunder by notifying the other of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

(a). *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof,

or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

- (i). imposing federal income taxes upon the interest payable on the Bonds or obligations of the general character of the Bonds;
- (ii). requiring the registration of the Bonds under the Securities Act of 1933, as amended;
- (iii). changing the federal income tax consequences of any of the transactions contemplated in connection herewith which, in the Underwriter's opinion, materially adversely affects the market price of the Bonds; or
- (iv). materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

(b). *Adverse Events.* The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the party seeking the right to cancel because:

- (i). additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;
- (ii). a general banking moratorium shall have been established by federal, New York or Iowa authorities;
- (iii). a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;
- (iv). the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds;
- (v). general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, has a material adverse effect on the market price of the Bonds; or
- (vi). any national or international crisis (including financial crisis, including, without limitation, a downgrade of the sovereign debt rating of the United States by any major credit rating agency) shall have occurred, or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or state bankruptcy laws by or against, the Issuer shall have occurred, which in the reasonable opinion of the Underwriter materially adversely affects the marketability of the Bonds.

(c). *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the party seeking cancellation, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not materially inaccurate or misleading in any material respect.

7. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

(a). *Basic Documents.* The Resolution, the Continuing Disclosure Undertaking and this Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

(b). *Closing Certificates.* The Issuer shall have executed and delivered its Closing Certificates, dated the Closing Date, substantially to the effect that (i) the representations and warranties of the Issuer contained herein are true

and correct in all material respects as of the Closing Date and the obligations of the Issuer hereunder required to be performed on or prior to the Closing Date; have been performed by the Issuer; (ii) since June 30, 2025, no material adverse change has occurred in the financial position or results of operations of the Issuer other than as disclosed in the Preliminary Official Statement and the Official Statement; (iii) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, did not and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iv) other than as set forth in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to the Issuer's knowledge, is threatened in any court to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Resolution, (v) other than as set forth in the Preliminary Official Statement and the Official Statement, there is no litigation pending, or, to the Issuer's knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer that involves the possibility of any judgment or uninsured liability which may result in any material adverse change in the business, properties, assets, or in the condition, financial or otherwise, of the Issuer, which certificate shall be in form and substance acceptable to the Underwriter (or in lieu of such certificate an opinion of Bond Counsel or counsel to the Issuer as to matters referred to in clause (iv) above and by counsel to the Issuer as to matters referred to in clause (v) above, acceptable to the Underwriter in form and substance), stating that in their opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit or that a final decision in favor of any of the plaintiffs will not adversely affect the validity of the Bonds, the Continuing Disclosure Undertaking or the Resolution; and (vi) such certifications with respect to the expenditure of the proceeds of the Bonds as may be requested by Bond Counsel in connection with the delivery of its opinion with respect to the tax-exemption of the interest on the Bonds.

(c). *Opinion of Bond Counsel.* Dorsey & Whitney LLP, as Bond Counsel shall have rendered their opinion dated the Closing Date substantially to the effect set forth in the Official Statement, which is either addressed to the Underwriter, or is delivered together with a reliance letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter stating that the Underwriter shall be entitled to rely upon such opinion of Bond Counsel as if the same were addressed to the Underwriter.

(d). *Supplemental Opinion of Bond Counsel.* A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Issuer and the Underwriter substantially to the effect that the description of the Bonds and the Resolution, in the Official Statement under the captions "THE BONDS" except the material regarding DTC and book-entry form, "SECURITY AND SOURCE OF PAYMENT", "TAX EXEMPTION AND RELATED TAX MATTERS", "LEGAL MATTERS", "Appendix B – Form of Bond Counsel Opinion" and "Appendix C – Form of Continuing Disclosure Certificate" has been reviewed by them and, insofar as such information contained under such captions purports to summarize certain provisions of the Bonds, the Resolution, and any opinions rendered as or documents prepared by Bond Counsel, presents a fair and accurate summary of such provisions for the purpose of use in the Official Statement.

(e). *Opinion of Disclosure Counsel.* An opinion of Dorsey & Whitney LLP as Disclosure Counsel, addressed to the Underwriter and the Issuer that (A) the Bonds are exempt from registration and qualification under applicable existing Federal laws, (B) as of the Closing Date, no information had come to their attention which caused Disclosure Counsel to believe that the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date (except for any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, Appendices [A, D or E], [any information about the municipal bond insurance policy or the insurer,] or any information about the book-entry system or DTC, as to which no opinion or belief is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (C) that, on the basis of the Continuing Disclosure Undertaking, the Underwriter is in compliance with paragraph (b)(5) of Rule 15c2-12.

(f). *Reserved.*

(g). *Rating.* Proof of receipt of [(i)] an underlying rating on the Bonds of at least "AA-" from S&P Global Ratings; a division of Standard and Poor's Financial Services LLC ["S&P"]; and (ii) an insured rating on the Bonds of at least "AA" from S&P].

~~(h). [Municipal Bond Insurance Policy. Receipt of documents evidencing the payment of principal of and interest on the Bonds is guaranteed under a municipal bond insurance policy issued concurrently with the delivery of the Bonds by [Insurer].] [Reserved.]~~

(i). *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

8. *Official Statement; Compliance with Rule 15c2-12.*

(a). The Issuer hereby ratifies and confirms that it has "deemed final" as of its date the Preliminary Official Statement for purposes of paragraph (b)(1) of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), except for the omission of only such material as is permitted by such paragraph.

(b). As promptly as practicable after the execution of this Agreement (but not later than the earlier of (i) seven business days from the date hereof and (ii) two business days before the date of Closing), the Issuer shall prepare and deliver to the Underwriter the final Official Statement executed by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement with only such changes as shall be approved by the Underwriter.

(c). To enable the Underwriter to comply with Rule 15c2-12 and the rules of the MSRB, the Issuer agrees to deliver to the Underwriter (i) as many printed, conformed copies of the Official Statement as the Underwriter requests, but not more than twenty (20), and (ii) an electronic copy of the Official Statement in word-searchable pdf format. The Underwriter agrees to file a copy of the Official Statement on the MSRB's Electronic Municipal Markets Access (EMMA) system.

(d). During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the Issuer shall prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (A) the Closing Date or (B) when the Underwriter no longer retains an unsold balance of the Securities; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

(e). The Issuer agrees that it will on or prior to the Closing Date execute and deliver (or adopt as a part of the resolution or ordinance authorizing the Bonds) a Continuing Disclosure Undertaking with respect to the Bonds in substantially the form attached as Appendix C to the Official Statement.

(f). The Issuer represents and warrants to the Underwriter that, except as described in the Official Statement, within the last five years it has not failed to comply in all material respects and is in current compliance with each continuing disclosure undertaking previously entered into by it pursuant to Rule 15c2-12.

(g). To promote compliance with its continuing disclosure undertakings, the Issuer has executed a Dissemination Agent Agreement.

9. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel and Disclosure Counsel; and (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or amendment thereto.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses. The provisions of this Section 9 shall survive any termination of this Purchase Agreement.

10. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer: City of Nevada, Iowa
1209 Sixth Street
PO Box 530
Nevada, Iowa 50201-0530
Attention: City Administrator

If to the Representative: D.A. Davidson & Co.
515 East Locust Street, Suite 200
Des Moines, Iowa 50309
Attention: Managing Director

11. *Counterparts.* This Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

12. *Contract for Benefit of Parties.* This Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

13. *Governing Law.* This Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.

If the foregoing is acceptable to you, please certify your acceptance in the space below, on the date hereof, whereupon this Purchase Agreement shall become a binding contract between us.

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

Accepted and agreed to this 9th day of March, 2026, at ____:____.m.

CITY OF NEVADA, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

SCHEDULE I

MATURITY, PRINCIPAL AMOUNT, INTEREST RATE AND PRICE

Maturity Date	Principal	Interest Rate	Price
June 1, 20[]	\$ _____	_____%	_____%

Term Bond due June 1, 20__ in a principal amount of \$____,000 bearing interest at ____% at a price of ____%.

EXHIBIT A

FORM OF
ISSUE PRICE CERTIFICATE

[\$*]

City of Nevada, Iowa
General Obligation Corporate Purpose Bonds, Series 2026A

The undersigned, D.A. Davidson & Co. (the "Underwriter"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. *Sale of the General Rule Maturities.* As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. *Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a). The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. If any Hold-the-Offering-Price Maturities are identified in Schedule A, a copy of the pricing wire or equivalent communication for the Bonds will be attached to this certificate as Schedule B.

(b). As set forth in the Bond Purchase Agreement dated [March 9, 2026] (the "Agreement"), between the Issuer and the Underwriter, the Underwriter has agreed in writing that for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "Hold-the-Offering-Price Rule"). Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. *Defined Terms.*

(a). *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities".

(b). *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds, if any, listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c). *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([March 16, 2026]), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the Offering-Price Maturity.

(d). *Issuer* means the City of Nevada, Iowa.

(e). *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f). *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g). *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [March 9, 2026].

(h). *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. *Yield*. As shown on the attached Schedules, the yield on the Bonds has been calculated to be [*]%. Such calculations were made using software licensed to the Underwriter by a third party vendor.

5. *WAM*. The weighted average maturity of the Bonds is [*] years. Such calculations were made using software licensed to the Underwriter by a third party vendor.

6. *Computations*. To the extent that we provided the Issuer and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are based on our understanding of directions that we have received from bond counsel regarding interpretation of the applicable law. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate or other closing certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this
[March 25, 2026].

D.A. DAVIDSON & CO.

By: _____
Michael Maloney, Managing Director

SCHEDULE A

**~~SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES~~**

General Rule Maturities

Hold-The-Offering-Price Maturities

[NONE]

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

[TO COME FOLLOWING 5-DAY HOLD FOR MATURITIES]

DRAFT
LOAN AGREEMENT

This Loan Agreement is entered into as of March 25, 2026, by and between the City of Nevada, Iowa (the "City") and D.A. Davidson & Co., Des Moines, Iowa (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$3,000,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds") in the principal amount of \$3,000,000.

2. The City has adopted a resolution on March 9, 2026 (the "Resolution"), authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated March 25, 2026, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided therein and in the Resolution.

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

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

CITY OF NEVADA, IOWA

By _____
Mayor

Attest:

City Clerk

D.A. DAVIDSON & CO.
Des Moines, Iowa

By _____
(Signature)

(Print Name and Title)

DRAFT

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Nevada, Iowa (the “Issuer”), in connection with the issuance of \$3,000,000 General Obligation Corporate Purpose Bonds, Series 2026A (the “Bonds”), dated March 25, 2026. The Bonds are being issued pursuant to a resolution of the Issuer approved on March 9, 2026 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean ~~Rule 15c2-12~~ adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2025-2026 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The **audited financial statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet

available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- **Building Permit Trend (Calendar Year)**
- **Schedule of Receipts and Disbursements – (General Fund)**
- **Schedule of Receipts and Disbursements – (All Funds)**
- **Breakdown of City Tax Levy**
- **Tax Rate per \$1,000 of Taxable Valuation – City Tax Levies**
- **Tax Collection Trend (All Funds)**
- **Current Fund Balances (as of June 30)**
- **Valuation by Property Classification**
- **Valuation Trend**
- **Larger Taxpayers by Taxable Valuation**
- **Debt Limit Calculation**
- **General Obligation Debt**
- **General Obligation Debt - Fiscal Year General Obligation Debt Payments**
- **Other City Debt – Water Revenue Debt**
- **Other City Debt – Sewer Revenue Debt**
- **Other Obligations**
- **Financial Summary**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.

- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14), or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12), or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be D.A. Davidson & Co.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the

event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

~~Section 11. Duties, Immunities and Liabilities of Dissemination Agent.~~ The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: March 25, 2026

CITY OF NEVADA, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

DRAFT

PAYING AGENT AND REGISTRAR AGREEMENT

This Agreement is made and entered into as of March 25, 2026, by and between the City of Nevada, Iowa (the “Issuer”), and BOKF, National Association, Lincoln, Nebraska (the “Registrar”).

WITNESSETH:

WHEREAS, the Issuer has authorized the issuance of its \$3,000,000 General Obligation Corporate Purpose Bonds, Series 2026A, dated March 25, 2026 (the “Bonds”), by a resolution duly adopted by the City Council of the Issuer (the “Resolution”), and requires the services of a Paying Agent and Registrar for said issue; and

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

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

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

relating to the collection of taxes. In registering transfer of the Bonds, the Registrar may rely upon the Uniform Commercial Code or any other statutes which in the opinion of counsel protect the Registrar and the Issuer in not requiring complete documentation, in registering Bonds without inquiry into adverse claims, in delaying registration for purposes of such inquiry, or in refusing registration where in Registrar's judgment an adverse claim requires such refusal.

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

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

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

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

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

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

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

Insurance Corporation or fully secured in the manner required by law for deposit of funds of the Issuer. Any such deposit may be in an account maintained with the Registrar.

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

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

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

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

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

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

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

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

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

CITY OF NEVADA, IOWA

ATTEST:

By: _____
Mayor

City Clerk

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

By _____
Authorized Officer

BOK FINANCIAL

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

ADMINISTRATION FEE – PAYING AGENT

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

ADMINISTRATION FEE – TRUSTEE / PAYING AGENT

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

*Initial Fees paid at Closing

*Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

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

SERVICES AVAILABLE UPON REQUEST

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

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

Item # 9
Date: 3/9/26

RESOLUTION NO. 054 (2025/2026)

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH CITY OF AMES FOR
USE AND SUPPORT OF A SOLID WASTE RECLAMATION, RECYCLING AND
DISPOSAL SYSTEM**

WHEREAS, the City of Nevada has no facilities for the disposal of garbage and solid waste and has partnered with the City of Ames since 1974 for this service;

WHEREAS, the City must provide a safe and sanitary disposal of garbage and solid waste both now and in the future; and

WHEREAS, Ames is willing through Resource Recovery to provide an efficient and economical high capacity solid waste disposal system if a sufficient number of jurisdictions are committed to its use and support; and

WHEREAS, Nevada has considered the system proposed by Ames and finds that the Ames System will afford to the citizens of Nevada a safe, sanitary and environmentally desirable means for the disposal of solid waste; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the City of Ames.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the City of Ames beginning July 1, 2027 and span the next 20 years. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of March, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

DO NOT WRITE IN THE SPACE ABOVE THIS LINE; RESERVED FOR RECORDER

Prepared by: Mark O. Lambert, Ames City Attorney, 515 Clark Avenue, Ames, IA 50010; 515-239-5146
Return to: Ames City Clerk, Ames City Hall, 515 Clark Avenue, Ames, IA 50010

**CONTRACT AND AGREEMENT FOR USE AND SUPPORT OF A
SOLID WASTE RECLAMATION, RECYCLING AND DISPOSAL SYSTEM**

(AMES – NEVADA)

This Contract and Agreement is made and entered into by and between the City of Ames, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Ames") and the City of Nevada, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "Nevada").

WITNESSETH THAT:

WHEREAS, since 1974, the City of Ames has partnered with communities and entities within Story County (including Nevada) through 28E agreements for disposal of garbage and solid waste; and

WHEREAS, some provision must be made for the safe and sanitary disposal of garbage and solid waste both now and in the future; and

WHEREAS, it is found that due to the high fixed costs of an environmentally satisfactory solid waste disposal method there is a lower cost per person if the costs of a single high capacity system can be spread over the populations of a number of cities and towns; and

WHEREAS, Ames is willing and able to design, construct, operate and maintain an environmentally satisfactory, efficient and economical high capacity solid waste disposal system if a sufficient number of jurisdictions are committed to its use and support; and

WHEREAS, Nevada has considered the system proposed by Ames and finds that the Ames System will afford to the citizens of Nevada a safe, sanitary and environmentally desirable means for the disposal of solid waste; and

WHEREAS, this fourth agreement phase will commence on or about July 1, 2027 and span the next 20 years.

NOW THEREFORE, the parties hereto have and do hereby covenant, contract and agree as follows:

**ARTICLE I
BASIC INTENT AND PURPOSE**

1. Ames shall, subject to terms, provisions and conditions hereinafter set out and in accordance with the procedures and provisions hereinafter made and declared, maintain a safe, sanitary and environmentally satisfactory solid waste processing system and for and by such system accept and cause to be disposed of all garbage and solid waste of Nevada during the period of July 1, 2027, to June 30, 2047.

2. Nevada shall, subject to terms, provisions and conditions hereinafter set out and in accordance with the procedures and provisions hereinafter made and declared, use and support the Ames solid waste disposal system by providing for the disposal of all garbage and solid waste of Nevada by means of the Ames System and to the lawful extent of its powers allow or permit no other means; and pay such proportionate share of the cost of the Ames System as the population of Nevada bears to the total of the populations of all the jurisdictions so using and supporting the Ames System during the period of July 1, 2027, to June 30, 2047.

3. Nevada agrees it shall encourage its citizens to participate in waste reduction and recycling efforts, whether public or private in nature. If, during the term of this agreement, it becomes necessary for all participating jurisdictions to assist in meeting state mandated recycling goals or demand-side management reduction goals, Nevada agrees to establish recycling programs to meet Nevada's proportionate share of those goals.

**ARTICLE II
METHOD OF PAYMENT**

1. Costs of the Ames System shall be computed for each calendar year. On or before February 15 of each year Ames shall notify Nevada of its proportionate share of the net costs of the system for the prior calendar year. Such proportionate share of the costs shall be paid by Nevada to Ames as follows: one-half on or before July 15 and one-half on or before December 15 of each year.

2. Each using and supporting jurisdiction shall be responsible for a share of the system costs, based on the proportionate population of each jurisdiction. Such per capita cost shall be calculated annually, based on the most recent decennial Federal census. The per capita cost shall be established by analyzing the previous costs and revenues of the Ames System and projecting the future expenses and revenue sources of the system in order to maintain an adequate ongoing balance. When establishing the per capita cost, an effort will be made to maintain consistency over a period of time.

Revenue Sources

Tipping and Other Use Fees
Sale of Materials
Government Agency Contracts

Planned Expenditures

Operating Costs
Debt Service

Per Capita Cost = (Planned Expenditures – Projected Revenue) ÷ System Population

3. Whenever there is a Net Income to the Ames System for any calendar year, such Net Income shall be retained in a fund balance for future system needs.

**ARTICLE III
DEFINITIONS**

1. For the purpose of this agreement, certain words or phrases are defined as follows:
 - a. Garbage. Every accumulation of animal or vegetable matter, or otherwise, that attends or results from the preparation, use, cooking, dealing in or storage of food for human consumption, but not including the accumulated by-products of commercial animal slaughtering, butchering or meat-cutting activities.
 - b. Solid Waste. All waste materials, including yard waste and garbage except liquid matter, toxic and hazardous waste, and not including the accumulated by-products of commercial animal slaughtering, butchering or meat-cutting activities.
 - c. Ames System. A sanitary landfill and a Resource Recovery and Recycling Campus established, operated and maintained by Ames plus all attendant and ancillary processes, procedures and activities conducted by Ames, its agents and licensees for the collection and processing of garbage and solid waste.
 - d. Sanitary Landfill. Such areas as have heretofore or may hereafter be set aside or designated by Ames as a place where garbage and solid waste will be accepted and disposed of by compaction and burial, whether owned and operated by Ames or another entity.
 - e. Resource Recovery and Recycling Campus. The building(s), equipment and all attendant processes, procedures and personnel established and maintained by Ames for receiving garbage and solid waste, reclaiming useable elements and substances and reducing all material unable to be reclaimed into a form convenient for burial in a sanitary landfill.
 - f. Using and Supporting Jurisdiction. An incorporated city or town, or a county of the State of Iowa, that has entered into a contract and agreement

to use and support the Ames System pursuant to and in accordance with the same provisions, terms and conditions as are set out in this agreement.

- g. Operating costs. All costs, direct or indirect, incurred by Ames in the operation, maintenance and administration of the Ames System, including equipment replacement costs and interest costs needed to maintain cash flow requirements.
- h. Debt Service. Annual principal and interest for the repayment of debt incurred for capital improvements.
- i. Income from Government Agency Contracts. Monies received pursuant to any contracts which may be made for use of the Ames System at a rate per ton with such agencies as Iowa State University, the National Animal Disease Laboratory, the National Veterinary Services Laboratory and others.
- j. Plant Fees. Fees established by the Ames City Council for use of the Ames System.
- k. Income from Sale of Materials. Income derived from the sale of materials reclaimed from solid waste by the by the processes of the Resource Recovery and Recycling Campus.
- l. Population. The population of an incorporated city or town shall be the number of persons living within its corporate limits as established by the most recent Federal Census, except that for Ames the population thus established will be decreased by the number of persons living in Iowa State University housing facilities (on-campus living). For a county, population shall be the number of persons living within its borders as established by the most recent Federal Census, less the number of such persons living within the limits of incorporated cities and towns within that county as established by the most recent decennial Federal Census.

ARTICLE IV ADMINISTRATION

1. The Ames System shall be governed, controlled and administered solely by and through the Ames City Council and its City Manager in accordance with and pursuant to the terms of this agreement.

2. It is understood and agreed that Ames will cause the promulgation of specific rules and procedures for the use and workings of the Ames System. Such rules shall govern:

- a. Which types and quantities of garbage and solid waste shall be delivered to and accepted by a sanitary landfill.

- b. Which types and quantities of garbage and solid waste shall be delivered to and accepted by the Resource Recovery and Recycling Campus.
- c. The days and hours when the Resource Recovery and Recycling Campus and other system facilities will be open to receive materials.
- d. All procedures for billing and collection of fees.
- e. Every and any other aspect of the management and control of the Ames System.

3. All financial record keeping and accounting for monies and funds related to the Ames System will be done in accordance with such generally accepted accounting principles and procedures as the Ames City Manager and the Director of Finance for the City of Ames shall deem appropriate and sufficient to accurately reflect all costs, direct and indirect, and all revenues and income of the Ames System. Such financial records will be subjected to audit annually by an independent Certified Public Accountant or Certified Public Accounting firm. Financial records of the Ames System will be open and available for inspection by Nevada at any time during normal business hours.

4. In addition to any other method of communication desired and agreed to by the parties, Ames and Nevada agree to share relevant communications as follows:

- a. As a means of enhancing communications with the using and supporting jurisdictions, Nevada may request a meeting to discuss projected operating costs, revenues, rates, capital improvements and debt financing.
- b. When necessary, Ames will utilize meetings of the Story County Emergency Management Commission as a means of ongoing communication with the using and supporting jurisdictions.
- c. Ames will send an annual report regarding the Ames System no later than February 15 each calendar year.

5. Nevada shall require all garbage and solid waste collectors and haulers that it may license or engage to have and use for such collection and hauling, vehicles of a type and nature which meet the minimum standards Ames now or hereafter required of its licensed collectors and haulers. Nevada shall also require all garbage and solid waste collectors and haulers which it may license or engage to produce evidence of insurance coverage of the types and minimum amounts which Ames now or hereafter requires of its licensed collectors and haulers.

6. From time to time during the term of this agreement it may become necessary for Ames to incur additional debt for the Ames System. The decision whether to incur such additional debt for the Ames System shall be solely at the discretion of the Ames City Council. Ames will hold an official public hearing prior to the issuance of such additional debt.

7. All decisions and determinations as to fees, operating budgets, wages and salaries, equipment and supply purchases and any and all other expenses of or charges by the Ames System shall be solely within the discretion of the Ames City Council and City Manager.

8. All land and equipment and any and all other property before now or hereafter acquired by Ames to establish, operate and maintain the Ames System shall be solely the property of Ames, and Nevada shall not, by virtue of this agreement, obtain, acquire or succeed to any rights or entitlements other than those expressly set out and provided for herein.

9. This contract and agreement is made and entered into in accordance with the provisions of Chapter 28E, Code of Iowa, insofar as the provisions of that chapter are applicable and may not be terminated prior to June 30, 2047, except by the mutual consent of the parties hereto.

10. No later than calendar year 2046, representatives of Ames and Nevada shall meet to determine the feasibility of continuing this agreement after the expiration of the agreement on June 30, 2047.

11. On July 1, 2027, this agreement rescinds and replaces the agreement recorded as Instrument No. 2014-00006354 in the records of the office of the Story County Recorder.

ARTICLE V MISCELLANEOUS

1. Assignment. This agreement may not be assigned by either party without the prior written consent of the other party.

2. Waiver. No delay or failure to exercise a right resulting from a default or breach of this agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient.

3. Amendment. No amendment, modification, change or extension of this agreement shall be effective unless it is in writing and duly executed by the parties.

4. Agreement Governed by Iowa Law. This agreement shall be governed by the laws of the State of Iowa.

5. Execution of Documents. This agreement may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original, and all of which shall constitute but one and the same instrument.

(this space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have approved and caused the execution of the aforesaid covenant, contract and agreement, to wit:

CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

Attest: _____
Renee Hall, City Clerk

STATE OF IOWA, COUNTY OF STORY, ss:

On this ____ day of _____, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared John A. Haila and Renee Hall, to me personally known and who, by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ames, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2025, and that John A. Haila and Renee Hall acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF NEVADA, IOWA

By: _____
Ryan Condon, Mayor

Attest: _____

(Printed name): _____

STATE OF IOWA, COUNTY OF STORY, ss:

On this ____ day of _____, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known and who, by me duly sworn, did say that they are the _____ and _____, respectively, of the City of Nevada, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the ____ day of _____, 2025, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa



LMI Housing Partnership (City of Nevada / NEDC) – revised January 2026

The City of Nevada has seen the fund balance continue to grow in their LMI Set Aside account. The fund balance will continue to grow as the following subdivisions that utilized Tax Increment Financing (TIF) incentives continue to build out in the years to come: South Glen, NorthView, and OakPark Estates.

Story County is working through a plan to make TIF funds available to communities over a two-year period to support additional LMI housing needs in the County.

The NEDC Executive Board is committed to being a partner in efforts to develop and enhance all types of housing in the Community of Nevada.

The NEDC is proposing the following initiatives over the next two years to pilot several LMI housing initiatives

Affordable New Single-Family Home Initiative

Building on the positive results of the Keystone project in Trailside subdivision. We are modeling this proposal on a program done in 2020 in Boone and 2025 in Slater.

Provide 10% up to \$30,000 to buy down lot cost for new home construction projected to come on the market at or below \$299,999 (deemed affordable for a family of 4 under 80% county median income).

The builder/developer to certify cost of the new home will go on the market at or below threshold identified above and certify again that home sold at or below the projected sales price.

NEDC to advance funding when initial certification form is submitted. Forgivable agreement put in place should home sell for more than certification, money must be paid back with interest. After home sold, form certifying final sales price, if at or below the original certification funds will be forgiven. Reimbursement request and documentation to be made by NEDC to City of Nevada LMI funds. A 5-year deed restriction to be placed on property; 20% to be forgiven each year on the anniversary of the closing date. Target 5 forgivable loans each year during pilot period.

Rental Rehabilitation Program

We have attracted almost 200 new rental units to the community over the last 5 years. Just as we are working on all levels of single-family housing it's important to maintain a

continuum of rental options in Nevada. Our most attainable rental units are our existing apartment stock. We propose that we create a program that would allow our existing landlords to apply for grant funds that would be used to renovate and rehabilitate their existing apartments/rental units. As a condition they would need to agree to maintain rents at or below 80% of Fair Market Rents for Story County (see chart) for a 5-year period. We propose grants up to \$10,000 with a goal of improving 20 units each of the two years of the pilot. NEDC would be responsible for annual compliance with the assisted landlords and reporting. We would seek the funding support from the Story County Housing Trust Fund LMI dollars to launch this program.

Home Buyer Assistance

As a way to promote the purchase of an existing home in Nevada we are proposing the City launch a home buyer assistance program. Eligible buyers would need to be at or below 80% of the county-wide median income for household size (see chart). NEDC staff will conduct income verification in compliance with Iowa Finance Authority guidelines and process the check requests with the City and the buyer's financial institution. If the buyer qualifies, they would be eligible for \$5,000 in grant funding payable at closing. This would be a one-time benefit to a homebuyer. The goal would be to assist 20 buyers a year with this funding over the two-year pilot period. Funding support for this program would be part of a request for Story County Housing Trust Fund LMI dollars.

Proposed Source & Use

Initiative	NEDC - 2026	City of Nevada LMI account (2026)	Request Story County Housing Trust Fund (2026)	NEDC - 2027	City of Nevada LMI account (2027)	Request Story County Housing Trust Fund (2027)
Affordable Single Family – New Construction (5 homes)	\$25,000	\$125,000		\$25,000	\$125,000	
Rental Rehabilitation (target 15 units)		\$20,000	\$100,000		\$20,000	\$100,000
Home Buyer Assistance (target 20 @ \$5,000 each homeowners each year)		\$50,000	\$50,000		\$50,000	\$50,000
SCHTF Match		\$5,471			\$5,471	
Program Administration (15% of total funds)	\$36,750 (in kind)			\$29,250 (in kind)		
TOTAL	\$61,750	\$200,471	\$150,000	\$54,250	\$200,471	\$150,000

ADDITIONAL INFORMATION

PROJECTED HOUSING UNITS ASSISTED:

- 2026: 46
- 2027: 40

LMI Account at a Glance

\$400,000 - balance

\$90,000 – new in 2027

\$490,000

MIPA charges 15% of award for administration; basis for NEDC in kind contribution.

RESOLUTION NO. 055 (2025/2026)

Resolution Authorizing Economic Development Grant to Nevada Economic Development Council, Inc.

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

WHEREAS, a certain economic development support agreement (the “Agreement”) between the City of Nevada, Iowa (the “City”) and Nevada Economic Development Council, Inc. (“NEDC”) has been prepared pursuant to which NEDC would administer a program (the “LMI Housing Program”) to encourage the redevelopment, rehabilitation and development of housing affordable to families of low and moderate income in the City as defined in Chapter 403.17(14); and

WHEREAS, under the Agreement, the City would provide an economic development grant (the “Grant”) to NEDC in a total amount not exceeding \$400,000 in order to pay a portion of the costs of the LMI Housing Program;

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 LMI Housing Program will add diversity and generate new opportunities for the Nevada and Iowa economies;

(b) The LMI Housing Program will generate public gains and benefits, particularly in the creation and/or retention of jobs, income and new housing opportunities, which are warranted in comparison to the amount of the proposed Grant.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and funding the Grant to NEDC.

Section 3. The Grant in an amount not to exceed \$400,000 is hereby approved, subject to the terms and conditions set out in the Agreement to be entered into by NEDC and the City. The City Clerk and City Administrator, with advice from bond counsel to the City, are hereby authorized and directed to prepare any additional documentation and to make such changes to the

Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized execute such documents as may be necessary to implement the Grant approved herein, including the Agreement, in substantially the form as has been presented to this City Council.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved March 9, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

•••••

On motion and vote the meeting adjourned.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

STATE OF IOWA
STORY COUNTY
CITY OF NEVADA

SS:

I, the undersigned, Clerk of the City of Nevada, Iowa, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve an economic development grant and economic development support agreement.

WITNESS MY HAND this _____ day of _____, 2026.

Erin Mousel, City Clerk

ECONOMIC DEVELOPMENT SUPPORT AGREEMENT

This Economic Development Support Agreement, including Exhibits (the "Agreement") is entered into between the City of Nevada, Iowa (the "City") and Nevada Economic Development Council, Inc., ("NEDC") as of the _____ day of _____, 2026 (the "Commencement Date").

WHEREAS, the City has established the Nevada Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, in connection with its provision of tax increment financing support for the construction of public infrastructure to support the development of market rate housing and pursuant to Iowa Code Section 403.22, the City has established a Low- and Moderate-Income (LMI) Set-Aside Account to fund programs benefiting LMI households, including projects eligible under the LMI Housing Program; and

WHEREAS, the County and NEDC desire to develop a program (the "LMI Housing Program") to encourage the redevelopment, rehabilitation and development of housing affordable to families of low and moderate income in the City as defined in Chapter 403.17(14); and

WHEREAS, NEDC will undertake the administration of LMI Housing Program; and

WHEREAS, NEDC has requested that the City provide financial assistance in order to assist in administering and funding the LMI Housing Program; and

WHEREAS, the City is willing to provide such financial assistance in the form of an economic development grant (the "Grant") to NEDC provided that NEDC agrees to undertake certain obligations as hereinafter set forth; and

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

WHEREAS, this Agreement has been prepared to facilitate the funding of the Grant and to set forth the understanding between the City and NEDC;

NOW THEREFORE, the parties hereto agree as follows:

A. NEDC's Covenants

1. **LMI Housing Program.** NEDC agrees to administer the LMI Housing Program in accordance with the eligibility requirements and guidelines set forth on Exhibit A hereto, which is incorporated herein by reference.

NEDC shall be responsible for receiving applications, reviewing applications for completeness and eligibility, maintaining program records, and recommending funding requests to the City.

2. **Grant Disbursement Requests.** NEDC agrees to submit periodic grant disbursement requests (each, a "Disbursement Request") to the City in accordance with this Section A.2. Each Disbursement Request submitted under this Section A.2 shall be in the form attached hereto as Exhibit B.

Each Disbursement Request shall be accompanied by applications approved by NEDC, include documentation required under Exhibit A, and include verification that each applicant meets LMI Housing Program eligibility requirements.

3. **Use of Grant Proceeds.** NEDC agrees that it shall not disburse or fund any incentives under the LMI Housing Program unless and until the City has approved the applicable Disbursement Request submitted by NEDC. NEDC further agrees to apply all Grant proceeds (the "Grant Proceeds") solely for the purposes set forth in Exhibit A of this Agreement and in accordance with the disbursement provisions set forth herein.

4. **Biannual Reports.** NEDC agrees to submit biannual financial and program reports to the City on or before January 1 and July 1 of each year during the Term of this Agreement. Each report shall provide a summary of LMI Housing Program activities conducted during the preceding reporting period, including the amount of Grant Proceeds disbursed under each LMI Housing Program component, the number and type of housing units assisted, and a financial accounting of all Grant Proceeds received and expended. NEDC shall also provide such supporting documentation as may reasonably be requested by the City to verify compliance with LMI Housing Program requirements.

5. **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. NEDC fails to properly submit Disbursement Requests or use the Grant Proceeds as required herein.
- ii. NEDC makes any material misrepresentation in any application, Disbursement Request, or report submitted to the City under this Agreement.
- iii. NEDC fails to maintain accurate financial records or submit an annual financial report pursuant to the terms and conditions of this Agreement.
- iv. NEDC fails to observe or perform any other material covenant on its 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 NEDC describing the cause of the default and the steps that must be taken by NEDC in order to cure the default. NEDC 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 NEDC fails to cure the default or provide assurances, 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. Suspend any further Grant Disbursements hereunder until the default is cured.
- iii. Require repayment of any Grant Proceeds disbursed in violation of this Agreement.
- iv. Terminate this Agreement.

B. City's Obligations

1. Review of Disbursement Requests; Grant Disbursements The City staff shall review each Disbursement Request upon receipt from NEDC.

The City agrees to fund the Grant through a series of disbursements (the "Grant Disbursements" and, each individually, a "Grant Disbursement") to NEDC in a total aggregate amount not to exceed \$ 400,000 (the "Maximum Grant Amount").

Grant Disbursements shall be allocated among the LMI Housing Program components described in Exhibit A and shall not exceed the following maximum amounts for the duration of this Agreement (the "Program Caps"):

Affordable New Single Family Home Initiative: Maximum total disbursement not to exceed \$250,000

Rental Rehabilitation Program: Maximum total disbursement not to exceed \$50,000

Home Buyer Assistance Program: Maximum total disbursement not to exceed \$100,000

No Grant Disbursement shall be approved that would cause the total Grant Disbursements to exceed the Maximum Grant Amount or the total Grant Disbursements for any LMI Housing Program component to exceed the applicable Program Cap set forth above.

Within thirty (30) days after receipt of an acceptable Disbursement Request, the City shall make a Grant Disbursement to NEDC in an amount approved by the City for eligible LMI Housing Program costs.

If the City determines that a Disbursement Request submitted by NEDC does not meet the requirements of Section A.2, the City shall notify NEDC in writing within fifteen (15) days of such determination, specifying the deficiencies. NEDC shall have the opportunity to cure such deficiencies and resubmit the Disbursement Request for review and approval.

The City may approve reallocation between LMI Housing Program components upon written request from NEDC, provided that the Maximum Grant Amount is not exceeded.

C. Administrative Provisions

1. Return of Unexpended Funds. Upon the expiration or termination of this Agreement, NEDC shall provide a final accounting of all Grant Proceeds received, disbursed, and remaining, including documentation sufficient to demonstrate that all disbursements and

repayments, including any funds repaid under the forgivable loan program of the Affordable New Single Family Home Initiative described in Exhibit A, were made in accordance with the Program and applicable law. NEDC shall submit this final accounting to the City no later than thirty (30) days following the expiration or termination of this Agreement, and any remaining Grant Proceeds, including repaid forgivable loan funds, shall be returned to the City at that time. All returned funds shall be deposited into the City's LMI Set-Aside Account or otherwise used in a manner consistent with the purposes of the Program.

2. **Assignment.** This Agreement may not be amended or assigned by either party without the express permission of the other party.

2. **Term.** The term of this Agreement (the "Term") shall commence on the Commencement Date and shall continue in effect until the earlier of (i) the date on which the final Grant Disbursement is remitted by the City to NEDC in accordance with Section B above, or (ii) the conclusion of the City's 2028 fiscal year, unless earlier terminated pursuant to the provisions of this Agreement.

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

4. **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.

5. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or NEDC to the other, shall be sufficiently given by email or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a. In the case of NEDC, is addressed to or delivered personally to 304 Main Street, Ames, Iowa 50010
- b. In the case of City, is addressed to or delivered personally to the City Administrator, City Hall, 1209 6th Street, Nevada, Iowa 50201.
- c. The City or NEDC may, upon written notice to the other, change the address to which such notices and demands are made.

The City and NEDC 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

Attest:

By: _____
City Clerk

NEVADA ECONOMIC DEVELOPMENT COUNCIL, INC.

By: _____

Its: _____

EXHIBIT A

LMI HOUSING PROGRAM

Purpose:

The City of Nevada, Iowa and the NEDC propose to establish a two-year partnership to support housing opportunities for low- and moderate-income ("LMI") households. The program will utilize funds available in the City's LMI Set-Aside Account to support a range of housing initiatives.

The City's LMI Set-Aside Account balance has continued to grow due to ongoing development in Tax Increment Financing (TIF) districts, including South Glen, North View, and Oak Park Estates. These funds are intended to support housing opportunities benefiting LMI households.

The NEDC Executive Board has committed to partnering with the City to support and expand housing opportunities in Nevada. This partnership will focus on three pilot initiatives:

- Affordable New Single-Family Housing
- Rental Rehabilitation
- Homebuyer Assistance

Administration and Reporting

NEDC will administer the programs described in this Agreement, including:

- Accepting and reviewing applications
- Verifying eligibility
- Submitting grant disbursement requests to the City
- All grant disbursement requests to the City shall include appropriate documentation supporting program eligibility and expenditures.
- Advancing funds to participants where applicable.
- Monitoring compliance requirements

Program 1 – Affordable New Single-Family Housing Initiative

The Affordable New Single-Family Housing Initiative is intended to increase the supply of affordable owner-occupied housing in Nevada.

Assistance

The program will provide financial assistance to builders or developers to reduce building costs for newly constructed homes.

Assistance will consist of:

- Up to ten percent (10%) of the sale price
- Not to exceed **\$29,999** per home

Homes assisted under this program must be marketed and sold at a price not exceeding \$299,999

Eligibility Requirements

To qualify for assistance:

- The builder or developer must close and acquire title to the lot.
- The builder or developer must certify that a home will be constructed on the property.
- The builder or developer must certify that the home will be marketed at or below the required price threshold.

Funding Process

Upon submission of initial certification documentation from the builder or the developer:

- NEDC will submit a disbursement request to the City as forth in this Agreement
- Upon approval of the disbursement request, the City will disburse proceeds to the builder or the developer as forth in this Agreement
- NEDC will advance program funds to the builder or developer and enter into a forgivable loan agreement with the builder or the developer

After the home is sold:

- The builder or developer must certify to NEDC the final sales price.
- If the final sales price does not exceed the certified price, the loan will be eligible for forgiveness, but if the final sales price exceeds the certified price, the developer or builder must repay the loan proceeds to NEDC on the terms set forth in the forgivable loan agreement
- The forgivable loan shall be forgiven at the rate of twenty % per year beginning on the date on which the home is sold

Program 2 – Rental Rehabilitation Program

Over the past five years, approximately 200 new rental units have been constructed in Nevada. Maintaining a range of rental options is critical to meeting housing needs, particularly for LMI households.

This program is intended to preserve and improve existing rental housing through rehabilitation and renovation.

Assistance

The program will provide grants to property owners for eligible improvements to existing rental units.

Grants shall not exceed:

- \$10,000 per unit

Eligible improvements may include:

- Interior renovations
- Mechanical upgrades
- Safety improvements
- Code compliance improvements
- Other improvements approved by NEDC

Affordability Requirements

As a condition of receiving assistance, property owners must agree to maintain rents at or below:

- At levels affordable to families of low and moderate income, as defined in Iowa Code Section 403.17
- For Story County
- For a period of five (5) years

Compliance

NEDC shall be responsible for:

- Annual verification of rent levels
- Monitoring compliance
- Reporting to the City

Program 3 – Homebuyer Assistance Program

The Homebuyer Assistance Program is intended to encourage the purchase of existing homes in the Nevada City Limits by income-qualified households.

Eligibility Requirements

Eligible homebuyers must have household incomes at or below:

- Eighty percent (80%) of the county median income or below
- Adjusted for household size.

Income eligibility shall be determined by NEDC in accordance with Iowa Finance Authority guidelines and Iowa Code Section 403.17

Assistance

Eligible homebuyers shall receive:

- A grant of **\$5,000**
- Payable at closing

Assistance shall be limited to one grant per household.

Administration

NEDC shall:

- Verify household income
- Coordinate with lenders
- Process payment requests

EXHIBIT B
FORM OF DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Identify applicable Program: _____
(Affordable New Single-Family Home Initiative) (Rental Rehabilitation Program) (Home Buyer Assistance Program)

Amount Requested \$ _____

Index of Applications attached to substantive request:

NEVADA ECONOMIC DEVELOPMENT
COUNCIL, INC

[Name, Title]

Reviewed and accepted by the City of Nevada, Iowa this _____ day of _____, 20__.

By: _____
City Administrator

Approve IDOT

Item # 11
Date: 3/9/26

RESOLUTION NO. 056 (2025/2026)

**A RESOLUTION APPROVING AGREEMENT FOR MAINTENANCE AND REPAIR OF
PRIMARY ROADS IN MUNICIPALITIES WITH IOWA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the Iowa Department of Transportation has prepared the Agreement for Maintenance and Repair of Primary Roads in Municipalities; and

WHEREAS, it is in the best interests of the City of Nevada to approve the Agreement.

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

1. The Agreement for Maintenance and Repair of Primary Roads in Municipalities for the period of July 1, 2026 through June 30, 2031 is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of March, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk



Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Nevada, Story County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

- I. The Department shall maintain and repair:
 - A. Freeways (functionally classified and constructed)
 1. Maintain highway features including ramps and repairs to bridges.
 2. Provide bridge inspection.
 3. Highway lighting.
 - B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)
 1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
 2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
 3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
 4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
 5. Vehicular Bridges: Structural maintenance and painting as necessary.
 6. Provide bridge inspection.
 - C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)
 1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.
 - D. City Streets Crossing Freeway Rights of Way (See II.C)
 1. Roadsides within the limits of the freeway fence.
 2. Surface drainage of right of way.
 3. Traffic signs and pavement markings required for freeway operation.
 4. Guardrail at piers and bridge approaches.
 5. Bridges including deck repair, structural repair, berm slope protection and painting.
 6. Pavement expansion relief joints and leveling of bridge approach panels.
- II. The Municipality shall maintain and repair:
 - A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)
 1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
 2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
 3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

- 4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
 - 5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
 - 6. Clean, sweep and wash streets when considered necessary by the Municipality.
 - 7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.
- B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)
 - 1. Maintain and repair highway facilities due to utility construction and maintenance.
 - 2. Removal of trees as necessary and the trimming of tree branches as necessary.
 - 3. Maintain sidewalks.
 - C. City Streets Crossing Freeway Rights of Way (See I.D)
 - 1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
 - 2. Mark traffic lanes on the cross street.
 - 3. Remove snow on the cross street, including bridges over the freeway.
 - 4. Clean and sweep bridge decks on streets crossing over freeway.
 - 5. Maintain all roadside areas outside the freeway fence.
 - 6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.
- III. The Municipality further agrees:
- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five-year period from July 1, 2026 to June 30, 2031

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

Nevada

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

By _____

District Engineer

Date _____

Date _____

RESOLUTION NO. 057 (2025/2026)

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES WITH WHKS & CO. FOR 2026/27 STREET RECONSTRUCTION PROGRAM

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with WHKS & Co. for professional engineering services concerning 2026/27 Street Reconstruction Program; and

WHEREAS, the City of Nevada, Iowa desires to employ WHKS & Co. to develop plans and specifications and construction survey services to reconstruct N Avenue: 5th Street to 8th Street; 2nd Street: Lincoln Highway to N Avenue; 11th Street: H Avenue to Lincoln Highway with asphalt pavement and concrete curb-and-gutter. The project locations will include additional elements as outlined in Exhibit A, attached; and

WHEREAS, WHKS & Co. has submitted Professional Services Agreement, providing further detail outlining said services and fees, not to exceed \$183,700, broken down as follows:

- N Avenue: 5th Street to 8th Street – Lump Sum Fee of \$32,800 including expenses
- 2nd Street: Lincoln Highway to N Avenue – Lump Sum Fee of \$57,700 including expenses
- 11th Street: H Avenue to Lincoln Highway – Lump Sum Fee of \$93,200 including expenses

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for 2026/27 Street Reconstruction Program. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of March, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Nevada, Iowa** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2026/27 Street Reconstruction Program.**

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project, NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

N Avenue: 5th Street to 8th Street - Lump Sum Fee of \$32,800 including Expenses.

2nd Street: Lincoln Highway to N Avenue - Lump Sum Fee of \$57,700 including Expenses.

11th Street: H Avenue to Lincoln Highway - Lump Sum Fee of \$93,200 including Expenses.

Executed this _____ day of March, 2026

City of Nevada, Iowa

WHKS & CO.

By: _____

By: _____

Printed Name: _____

Printed Name: Derek J. Thomas, P.E.

Title: _____

Title: Vice President



Exhibit A to Professional Services Agreement

A. Project Description:

This project consists of the preparation of plans and specifications and construction survey services to reconstruct N Avenue: 5th Street to 8th Street, 2nd Street: Lincoln Highway to N Avenue, and 11th Street: H Avenue to Lincoln Highway with asphalt pavement and concrete curb-and-gutter. The project locations will include the following elements of work, as also noted on the attached map.

N Avenue: 5th Street to 8th Street. Final plans and specifications and construction survey:

- 7" HMA, 6" subbase, 6" subdrains, and geogrid.
- Line the sanitary sewer, replace all manholes.
- Replace all storm structures; add subdrain stubs.
- No water main work.

2nd Street: Lincoln Highway to N Avenue. Topographic survey; preliminary plans, check plans, and final plans and specifications; and construction survey.

- 7" HMA, 6" subbase, 6" subdrains, and geogrid.
- Add sidewalk on west side of 2nd St.
- Replace sanitary sewer and manholes.
- Replace storm sewer and structures.
- Replace all water main with 8" mains.

11th Street: H Avenue to Lincoln Highway. Topographic survey; preliminary plans, check plans, and final plans and specifications; and construction survey.

- 7" HMA, 6" subbase, 6" subdrains, and geogrid.
- Sanitary sewer and manholes are good.
- Evaluate storm sewer and manholes for lining.
- Replace all storm intakes.
- Replace all water main with 8" mains.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend six (6) meetings for the project.

2. **Topographic Survey and Research of Existing Conditions**

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition.

- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call system.
- Collect, obtain and review relevant information from the Client.

3. Preliminary and Final Design

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow SUDAS standards.
- Prepare forms of notice for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish pdf files of the original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared.

4. Construction Administration

- Attend a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Quality control testing and construction materials testing
5. Permits other than those identified above
6. Geotechnical design/recommendations
7. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
8. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
9. Attendance at additional meetings (other than those listed above)
10. Construction phase engineering services, including construction administration, construction observation, preparation of record drawings and project close-out services



STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS 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 under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants 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 construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS 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.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. 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 Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

2026/27 Street Reconstruction Program



7" HMA, 6" subbase, 6" subdrains, and geogrid.
Line the sanitary sewer, replace all manholes.
Replace all storm structures; add subdrain stubs.
No water main work.

7" HMA, 6" subbase, 6" subdrains, and geogrid.
Add sidewalk on west side of 2nd St.
Replace sanitary sewer and manholes.
Replace storm sewer and structures.
Replace all water main with 8" mains.

7" HMA, 6" subbase, 6" subdrains, and geogrid.
Sanitary sewer and manholes are good.
Evaluate storm sewer and manholes for lining.
Replace all storm intakes.
Replace all water main with 8" mains.

Item # 13
Date: 3/9/26

RESOLUTION NO. 058 (2025/2026)

A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES WITH WHKS & CO. FOR 2027/28 STREET RECONSTRUCTION PROGRAM

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with WHKS & Co. for professional engineering services concerning 2027/28 Street Reconstruction Program; and

WHEREAS, the City of Nevada, Iowa desires to employ WHKS & Co. to develop plans and specifications and construction survey services to reconstruct E Avenue and 11th Street: 8th Street to F Avenue and Lincoln Highway: 15th Street to 19th Street with asphalt pavement and concrete curb-and-gutter. The project locations will include additional elements as outlined in Exhibit A, attached; and

WHEREAS, WHKS & Co. has submitted Professional Services Agreement, providing further detail outlining said services and fees, not to exceed \$152,200, broken down as follows:

- E Avenue and 11th Street: 8th Street to F Avenue – Lump Sum Fee of \$76,100 including expenses
- Lincoln Highway: 15th Street to 19th Street – Lump Sum Fee of \$76,100 including expenses

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for 2027/28 Street Reconstruction Program. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of March, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Nevada, Iowa** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2027/28 Street Reconstruction Program**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

E Avenue and 11th Street: 8th Street to F Avenue - Lump Sum Fee of \$76,100 including Expenses.

Lincoln Highway: 15th Street to 19th Street - Lump Sum Fee of \$76,100 including Expenses.

Executed this _____ day of March, 2026

City of Nevada, Iowa

WHKS & co.

By: _____

By: _____

Printed Name: _____

Printed Name: Derek J. Thomas, P.E.

Title: _____

Title: Vice President



Exhibit A to Professional Services Agreement

A. Project Description:

This project consists of the preparation of plans and specifications and construction survey services to reconstruct E Avenue and 11th Street: 8th Street to F Avenue and Lincoln Highway: 15th Street to 19th Street with asphalt pavement and concrete curb-and-gutter. The project locations will include the following elements of work, as also noted on the attached map.

E Avenue and 11th Street: 8th Street to F Avenue. Topographic survey; preliminary plans, check plans, and final plans and specifications; and construction survey.

- 8" HMA, 6" subbase, 6" subdrains, geogrid.
- Line the sanitary sewer, new manholes.
- Replace storm sewer and structures.
- No water main work.

Lincoln Highway: 15th Street to 19th Street. Topographic survey; preliminary plans, check plans, and final plans and specifications; and construction survey.

- 8" HMA, 6" subbase, 6" subdrains, geogrid.
- Shared use path on north side.
- Line the sanitary sewer, new manholes.
- Replace storm sewer and structures.
- No water main work.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend four (4) meetings for the project.

2. **Topographic Survey and Research of Existing Conditions**

- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition.
- Develop project control and base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call system.
- Collect, obtain and review relevant information from the Client.

3. **Preliminary and Final Design**

- Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow Iowa DOT standards for an Iowa DOT letting.

- Prepare forms of notice for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish pdf files of the original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- A Storm Water Pollution Prevention Plan (SWPPP) will be prepared.

4. Construction Administration

- Attend a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Water main design
5. Quality control testing and construction materials testing
6. Permits other than those identified above
7. Geotechnical design/recommendations
8. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
9. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
10. Attendance at additional meetings (other than those listed above)
11. Construction phase engineering services, including construction administration, construction observation, preparation of record drawings and project close-out services

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS 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 under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants 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 construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS 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.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. 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 Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This Instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

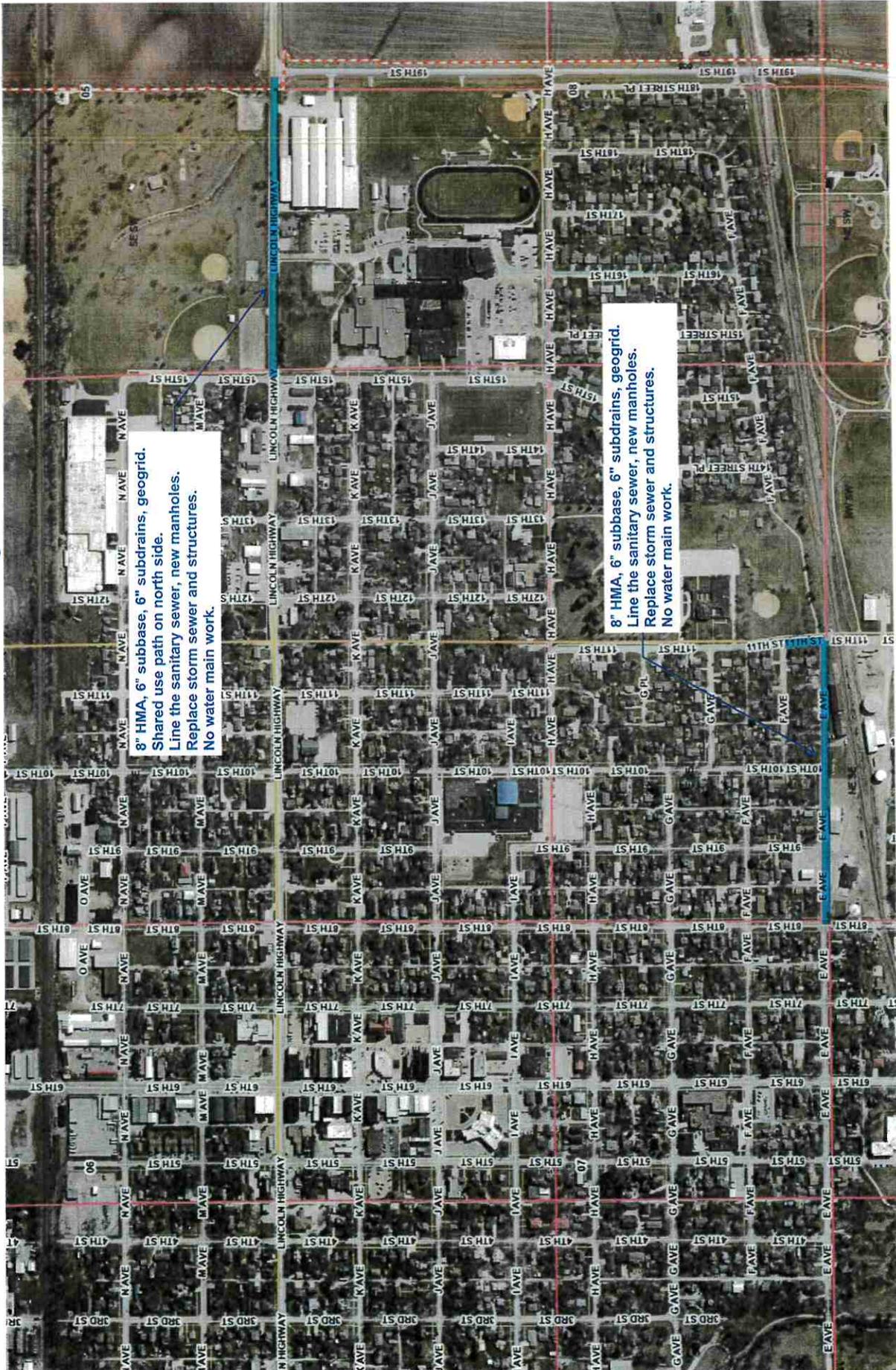
27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

2027/28 Street Reconstruction Program



8" HMA, 6" subbase, 6" subdrains, geogrid.
Shared use path on north side.
Line the sanitary sewer, new manholes.
Replace storm sewer and structures.
No water main work.

8" HMA, 6" subbase, 6" subdrains, geogrid.
Line the sanitary sewer, new manholes.
Replace storm sewer and structures.
No water main work.

Item # 14
Date: 3/9/26

RESOLUTION NO. 059 (2025/2026)

**A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL
ENGINEERING SERVICES WITH WHKS & CO. FOR TRUNKLINE SANITARY SEWER
REHABILITATION**

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with WHKS & Co. for professional engineering services concerning Trunkline Sanitary Sewer Rehabilitation; and

WHEREAS, the City of Nevada, Iowa desires to employ WHKS & Co. to develop plans and specifications and construction survey services to rehabilitate manholes along the Trunkline Sanitary Sewer, generally following West Indian Creek from north of West Lincoln Highway to south of US 30; work will consist of rehabilitating the manhole top sections and castings. Additional elements are outlined in Exhibit A, attached; and

WHEREAS, WHKS & Co. has submitted Professional Services Agreement, providing further detail outlining said services and fees, not to exceed \$19,100; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for Trunkline Sanitary Sewer Rehabilitation. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 9th day of March, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Nevada, Iowa** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Trunkline Sanitary Sewer Rehabilitation**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design, bid, and construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Lump Sum Fee of \$19,100 including Expenses.

Executed this _____ day of March 2026

City of Nevada, Iowa

WHKS & CO.

By: _____

By: _____

Printed Name: _____

Printed Name: Derek J. Thomas, P.E.

Title: _____

Title: Vice President



Exhibit A to Professional Services Agreement

A. Project Description:

This project consists of the preparation of final plans and specifications and construction survey services to rehabilitate manholes along the Trunkline Sanitary Sewer, generally following West Indian Creek from north of West Lincoln Highway to south of US 30. Work will consist of rehabilitating the manhole top sections and castings. No existing cone sections will be replaced.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. Preliminary and Final Design

- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow SUDAS standards.
- Prepare forms of notice for bids, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish pdf files of the signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP), if required.

3. Construction Administration

- Attend a preconstruction meeting with Client, Contractor and Utility Owners.
- Provide construction staking.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Quality control testing and construction materials testing
5. Permits other than those identified above
6. Wetland Delineations or mitigation plans
7. Floodplain and hydraulic/hydrologic modeling
8. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
9. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
10. Attendance at additional meetings (other than those listed above)
11. Construction phase engineering services, including construction administration, construction observation, preparation of record drawings and project close-out services

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS 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 under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

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Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

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regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

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It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

Item # 15
Date: 3/9/26

COUNCIL ACTION FORM

AGENDA ITEM: W. 18th street Drainage

History Report: West 18th Street Drainage Issue

The City and County have been working collaboratively to address ongoing drainage problems along West 18th Street. During significant rainfall events, particularly last season, the west side of the roadway and several nearby properties experienced repeated flooding. These events highlighted the need for improvements to the stormwater system in that area. City staff, including Joe, Ryan, and me, met with County representatives to discuss potential solutions and cost-sharing for the necessary repairs. Although the drainage originates from the County, the stormwater pipe is now considered the City's responsibility because the area has been annexed into City limits and the pipe discharges into a City retention pond. However, since the collapsed pipe was not included in the original West 18th Street reconstruction plans, the County acknowledged the unique circumstances and indicated a willingness to contribute toward the project costs. Staff began contacting contractors to obtain estimates for the repair work. One initial estimate was received above the City's purchasing threshold of \$62,000, which would require the project to be formally bid. Two bids have now been received, and a third decided not to move forward with the project. A workable solution has been identified that involves installing a connection box with a longer pipe extension to allow for the new pipe to meet the elevation needs to bypass the existing gas pipelines within the right-of-way. This approach avoids utility conflicts while addressing the drainage issues and reducing the likelihood of future flooding.

Overall, staff believe the proposed improvements will provide an effective long-term solution to the drainage issues along West 18th Street.

OPTIONS:

1. Approve TK Grading for the amount of \$53,000
2. Have engineers design a solution and go out for a formal bid.

STAFF'S RECOMMENDED ACTION:

Therefore, City Staff recommends that Council approve Option 1. This will allow TK Grading to proceed with the work and fix a long-term problem by mitigating flooding issues.

Joe,

I've attached a plan sheet with markups showing elevations on existing utilities. Starting from west going east, this is how the tile line should be routed:

1. Connect to existing tile line: flowline elevation of 986.03
2. Cross under telecommunication lines that are running at elevation 988.49
3. Dive below two 12" gas lines, but will need to stay close to the bottom side of these two lines
4. Install below 24" gas line, but will need to stay within 6" of the bottom of this line
5. Install below 12" field tile lines
6. Maintain shallow percentage grade to tie into intake #3 at elevation 982.38

I'm not going to get really detailed here because I know this will have to go out to bid, but this is what we are thinking for costs:

1. Mobilization
2. Vacuum Excavate w/ Utility Stand By's on all Critical Utilities
3. Connection to Existing Tile (West End)
4. Install 550 lf 8" HDPE Dual Wall Nonperforated Tile
5. Bed Between High Profile Utilities and New Tile with Sand
6. Sawcutting & Remove Paving for Intake Tie-in
7. Connection to Existing Intake (East End)

TOTAL BID: \$65,000.00

On Track assumes the following:

1. City to restore seeding and paving
2. On Track to place temp aggregate in paving area, City to remove when they pour back paving
3. No bond cost is included in this... add 2% to bid to cover bond
4. This proposal assumes that the utility owners will allow this new 8" till to be within close proximity to the bottom of the gas lines to be able to maintain flow to the intake #3

Thanks,

Matt Runge

On Track Construction

PO Box 524

1435 West F Avenue

Nevada, Iowa 50201

Office: 888-850-0208

Fax: 800-284-6938

Cell: 515-451-6719



PO Box 333
Maxwell, IA 50161

Phone # 515-664-7789

tkgradingseeding@gmail.com

Estimate

Date	Estimate #
2/6/2026	415

Name / Address
City of Nevada 1209 Sixth St. Nevada, IA 50201

Project

Description	Qty	Rate	Total
12" dual wall HDPE pipe - LF	550	56.80	31,240.00
12" dual wall HDPE pipe - LF	110	56.80	6,248.00
Setting man hole on west end and county tile tie in		1,640.00	1,640.00
Hydro vac - 1 day		5,000.00	5,000.00
Trench box rental cost		1,188.00	1,188.00
Pipe bedding		760.00	760.00
Misc. pipe fittings, concrete cutting, and concrete for grouting		1,500.00	1,500.00
Ground prep, seed, fertilizer, hydro mulch		1,750.00	1,750.00
Sand for backfill around gas utilities- 50 tons - delivered		1,318.55	1,318.55
Concrete Restoration		1,500.00	1,500.00
Mobilization		1,500.00	1,500.00
Concrete man hole at west end to be supplied by the city Add 3% for bond to total price if needed State and Local Sales Tax		7.00%	0.00
		Total	\$53,644.55



City Administrators Report

February 19- March 5, 2026

CDBG

As noted in my previous report, the lead inspection, asbestos assessment, and historical review have all been completed. With the required evaluations now complete, the project can proceed to the next phase. The architectural team is preparing the bidding documents, and we expect they will be available soon. Once the bidding documents are finalized, they will be submitted to move the project into the bidding phase. I hope we can place this item on the agenda for the next City Council meeting to seek authorization to proceed. However, that timeline will ultimately depend on how quickly the architects complete and deliver the final bidding documents. If they can complete them by the agenda deadline, we will include the item for council consideration; otherwise, it will need to be scheduled for the next meeting.

Engineering agreements

You will notice several agenda items related to agreements with WHKS. These resolutions are intended to formalize engineering services for several upcoming infrastructure projects the City will undertake. The agreements cover multiple roadway projects scheduled for construction this year and projects planned for next year. In addition, they include engineering services related to the trunkline rehabilitation project. The trunkline rehabilitation plans will be included on the next agenda for council consideration. If the council approves the plans, we can proceed to the next step: issuing the project for bids. Following the council meeting and plan approval, WHKS will prepare and advertise the project for competitive bidding, enabling construction to proceed as scheduled.

DOT

I am still awaiting the appraisal reports from the Iowa Department of Transportation (DOT). I have been informed that these should be completed and provided to us shortly. Once the appraisals are finalized, the DOT will forward the necessary documentation related to the City's well field property. In addition to the well field documentation, we expect to receive appraisal and acquisition documents for the right-of-way (ROW) required for future interchange improvements at W. 18th Street and Highway 30. These documents are an important step in the property acquisition process and will enable the project to proceed in coordination with the DOT.

Interviews

We have begun conducting interviews for the Planning and Zoning position and expect to continue reviewing candidates over the next several days. Following the completion of the interview process, staff will meet next week to discuss the applicants and make a final hiring decision. Once a candidate is selected, there will be a period of onboarding and training to help the new employee become familiar with the City's procedures, permitting processes, and inspection requirements. Safebuild has indicated they are willing to assist with portions of this training. In particular, they have offered to provide guidance on specific technical aspects of the position and to allow the new hire to shadow them while they are in town conducting inspections. This hands-on exposure should help the new employee gain practical experience and better understand the inspection process. Additionally, Ryan will be available to assist as needed during the transition. His continued support will help ensure operational continuity and provide additional guidance as the new employee becomes established in the role.

City-School Meeting

We had a productive City-School coordination meeting this week, where several ongoing and new topics were discussed. One of the items carried over from previous meetings was the need for additional handicap parking near certain school facilities. After discussing the issue, the City shared that it may be more practical to install temporary handicap parking in the specific location being considered rather than making it a permanent installation. The need for those spaces appears to be tied primarily to certain sporting events, so a temporary solution would allow the City to accommodate accessibility needs during those events while still maintaining normal traffic and parking operations during the rest of the year. We also discussed street signage in the area surrounding the schools. The school representatives reviewed the proposed color scheme for the signage and indicated that they liked the design and felt it would fit well within the area. Our Streets Department will begin preparing the signs so they are ready for installation as the weather continues to improve and conditions allow crews to place them. Another topic of discussion was the land the City is currently in the process of annexing for the future brush and debris site. We informed the school district that once the site is operational, it will be a public facility, and the school will be able to utilize it as needed for brush and debris disposal. Additional items discussed included the condition of the City's tennis courts and the anticipated timeline for maintenance work. We talked about plans to address cracks in the courts and reseal the surface to help extend their lifespan. Finally, we also had a brief discussion regarding water rates and answered a few questions the school had regarding that topic.

Trunkline Rehab

The trunkline project agreement will be included on the agenda for council consideration and approval. This agreement represents the first step; they will be publishing all related materials in the paper to then issue the final plans and specifications prepared for the project that will be on the next agenda. This will allow the City to move forward with the bidding process once they are approved. Following council approval, WHKS will then get the documents sent out to be advertised for bids, and contractors will be given the opportunity to submit proposals for the work. After the bid opening and award of the contract, construction can begin shortly thereafter. The exact start date will largely depend on weather conditions and contractor scheduling, but assuming favorable conditions, we anticipate being able to begin the project relatively quickly once the contract has been awarded.

Annexation

All required annexation materials have been prepared and distributed to the appropriate recipients as part of the formal annexation process. The next step will be to set the required public hearing, which will be scheduled for the April 13th City Council meeting. This public hearing will provide an opportunity for the council and the public to review and comment on the proposed annexation before the council takes formal action. In addition to the City's review, the County will also consider the annexation materials at its upcoming Board of Supervisors meeting scheduled for March 24th. Their review is an important step in the overall process and will allow the County to provide any comments or feedback prior to the annexation request being submitted to the next level of review. Following the County's review and City Council approval at the April 13th meeting, the next step will be to submit the annexation application to the Iowa City Development Board. The Development Board requires that all application materials be submitted at least 30 days prior to the meeting at which the request will be considered. Based on this timeline, the staff intends to submit the application shortly after council approval so that it can be placed on an upcoming agenda. At this time, we anticipate the City Development Board

reviewing the annexation request at one of its June meetings. Assuming the application is approved at that time, the annexation process would move forward, and the identified land would officially be incorporated into the City limits.

Flint Hills

I have been in discussions with Flint Hills regarding a permanent easement needed to relocate pipelines in the Airport Road / West 18th Street area. The agreement itself is relatively straightforward. Flint Hills will be purchasing a permanent easement from the City in order to accommodate the pipeline relocation associated with their project. Based on their current estimates, the easement value is calculated at approximately \$20,860 per acre. Flint Hills is proposing to acquire a permanent easement totaling approximately 0.59 acres. In addition to the permanent easement, they will also require a temporary workspace easement of approximately 0.64 acres to allow contractors sufficient space to stage equipment and complete the construction work. Based on the acreage involved and the agreed-upon valuation, the City will receive a total payment of \$12,947.40 for the easement and temporary workspace. The land involved is property the City has already reserved for the future interchange project at Highway 30 and West 18th Street, so granting this easement will not negatively impact the City's long-term plans for the area. In fact, the Iowa DOT will likely be purchasing this property from the City in the future as the interchange project progresses, which was the original intent when the land was acquired and the reason it has not been sold or developed. I am currently waiting on additional information from the DOT regarding their timeline and next steps related to that acquisition. This easement agreement will be included on the next council agenda for consideration. Flint Hills had initially planned to begin construction in April; however, due to additional requirements from the Iowa Utilities Commission, there may be some delays in their schedule. Because of these regulatory requirements, the start of construction may be pushed back slightly, potentially to early summer. The work associated with this project will involve boring a new 24-inch pipeline underneath the highway. This trenchless installation method will allow the pipeline to be installed without disturbing the roadway surface, minimizing impacts to traffic and existing infrastructure in the area.

Resource Recovery Center Update

As discussed during our previous City Council meeting, the Resource Recovery Center agreement will be included on the agenda for consideration at Monday night's meeting. This agreement outlines the terms and conditions related to the City's participation and use of the Resource Recovery Center and ensures that the City continues to have an established process for the handling and disposal of designated materials. Council review and approval of this agreement will allow the City to maintain its partnership and ensure that services associated with the Resource Recovery Center continue without interruption. Staff will be available at the meeting to answer any questions and provide additional background information if needed prior to council taking action on the item.

Drainage W. 18th Street

The drainage project will be included on this agenda for council consideration and approval. If the project is approved, staff anticipates being able to move forward with the work immediately. The project has been prepared in advance so that once authorization is granted, crews or contractors can begin addressing the drainage improvements without delay. Completing this work in a timely manner will help improve drainage conditions in the affected area and address the issues that have been previously identified. Moving forward quickly will also allow the project to be completed while weather conditions are favorable and before they begin to interfere

with other scheduled construction activities. For additional background information, project scope, and specific details regarding the work to be performed, please refer to the action form included with the agenda materials.

DOT Maintenance Agreement

Erin, Joe, and I have reviewed the agreement and determined that it is a fairly standard Iowa DOT Delegation of Duties agreement. These types of agreements are commonly used when a city has responsibilities associated with portions of the primary highway system that run through the community. Specifically, the agreement clarifies the responsibilities of the City in maintaining and managing certain features within the right-of-way of the primary highways. Under this arrangement, the City agrees to handle a number of routine items related to right-of-way and utility coordination. This typically includes maintenance and oversight of elements such as parking lanes, curbs that help contain and direct drainage, repairs to pavement when utility work occurs, and the maintenance or management of storm sewer infrastructure including intakes and related drainage structures. The purpose of the agreement is to clearly define which responsibilities fall to the City and which remain with the Iowa DOT. By delegating these duties, the DOT ensures that local infrastructure elements tied to the roadway are maintained efficiently while allowing the City to manage items that directly affect local operations, utilities, and drainage systems within the right-of-way.

Monthly Meetings

Lincoln Highway Days

CIRTPA

NEDC

Rotary

Foundation

City-School Meeting

IAMU Legislature



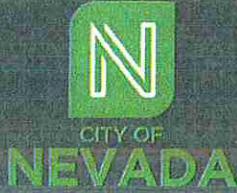
STAFF MEETING AGENDA

Monday, March 2, 2026 @ 9:00 A.M

A. Old Business

- a. City Administrator
 - i. CDBG- Bid documents
 - ii. Bond: Road Projects, Trunkline
 - iii. Access Control
 - iv. SS4A- reapplying
 - v. Capstone Tour
 - vi. Engineering
 - vii. Invoices

- viii. Front Office Arrangement
- ix. Harrington Plan
- x. Decommission- 1st phase of testing
- ~~xi. W. 18th Street drainage~~
- xii. Internet Services
- xiii. Oak Park Trail
- xiv. Housing Development
- xv. Resource Recovery Center
- xvi. WWTP



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

Phone: 515-382-5466
Email: cityhall@cityofnevadaiaowa.org
Website: cityofnevadaiaowa.org

Finance Director / Assistant City Administrator Report

Front Office

I have been extremely fortunate to step into a department with nearly 50 years of combined experience among our front office staff. I look forward to continuing to learn from them as we work together to ensure City Hall remains a helpful and welcoming place for residents.

To support communication and consistency, we have begun holding bi-weekly front office meetings to review current city projects and initiatives that residents may have questions about. We are also beginning monthly one-on-one check-ins with front office staff to maintain open communication and ensure they have what they need to continue serving as the face of the City.

Finance / Administrative Work

I am currently preparing the FY26 Budget Amendments, which are expected to come before Council for review in April. At a high level, the amendments largely reflect one-time capital and grant related activity, rather than ongoing operational changes.

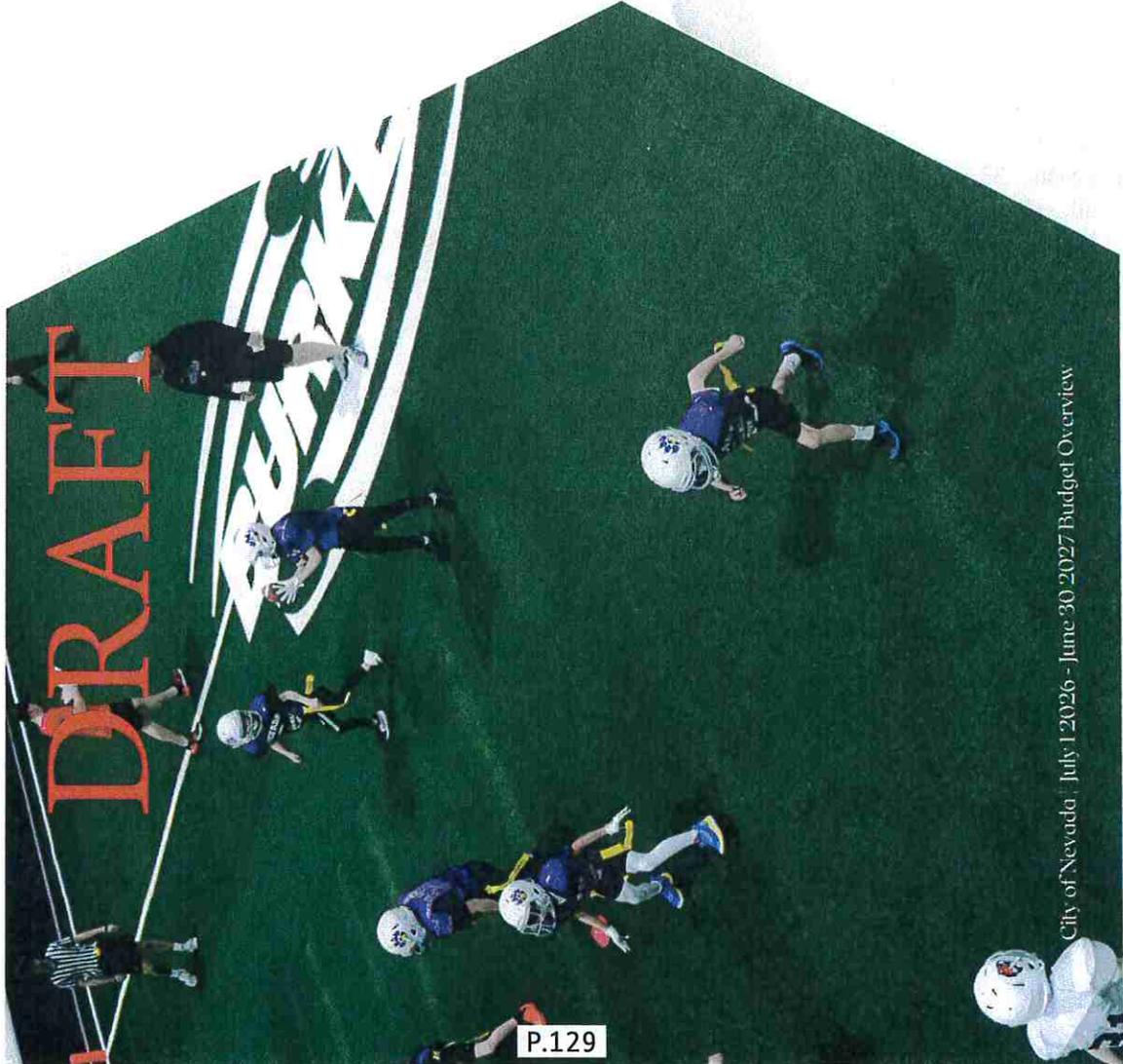
I am also developing a Budget Overview presentation to help residents better understand how city revenues and property tax dollars support services such as public safety, libraries, parks, and infrastructure. My goal is to have this completed next week so residents have an opportunity to review it and participate in the upcoming budget hearings.

Additionally, two grant applications were formally submitted:

- Prairie Meadows Community Betterment Grant – Award notification expected July 2026.
- Land and Water Conservation Fund (LWCF) – The Iowa DNR will submit recommended projects to the National Park Service in May 2026, with final award announcements expected sometime in 2027.

Sincerely,

LUCAS BATTANI, FINANCE DIRECTOR/ASSISTANT CITY ADMINISTRATOR
CITY OF NEVADA, IOWA



What Does This Budget Mean for You?

A look at how property taxes fund essential city services

For a Typical Nevada Home, the City Portion of Property Tax Equals About \$94.93 per Month

- Police, Fire, & EMS - \$35.50
- Parks, Recreation, & Library - \$36.45
- City Operations - \$16.34
- Community & Economic Development - \$2.85
- Transfers for Capital Projects - \$3.80

Based on the Nevada median assessed value of \$175,400; FY27 Property Tax Levy is \$14.58276 per \$1,000 of taxable value



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, March 3, 2026
Ref: Report for City Council Meeting for Monday, March 9, 2026

Staffing

CSO Pritchard remains out of the office on medical leave.

NPSD will be advertising for a police officer position. This will be to replace Officer Sydnese.

Activity

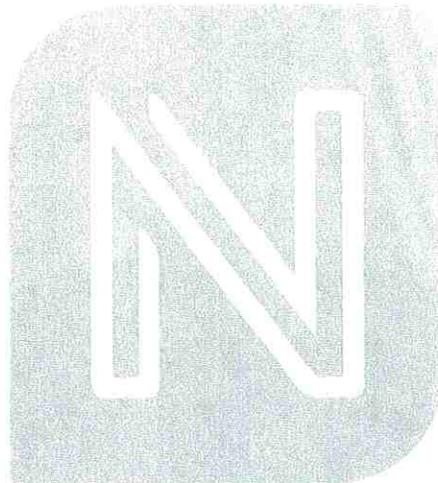
The police department has either responded to or self-initiated 505 calls for service in the month of February.

Highest number of calls listed below:

- Traffic Stops: 189
- General Info: 63
- Medical Assists: 33
- Animal Call: 18
- Motorist Assists: 17
- Suspicious Person: 13
- Motor Vehicle Crash: 12

Respectfully submitted,

Chris Brandes
Public Safety Director
Chief of Police





2025 Annual Report

Nevada Public Safety Department

CHIEF'S MESSAGE

Dear Mayor, City Council, and Nevada Community Members,

I am happy to present the 2025 Annual Report. The goal of this report is to provide details on the activity of the Nevada Public Safety Department. This report is meant to show the issues officers see, events they response to, and what self-initiated activity they conduct.

2025 saw several new police officers completing training and beginning to work solo patrol. This resulted in a decrease of scheduled overtime, focusing on the work/life balance for our staff. In addition, the graduation of officers to solo patrol meant a return to additional tasks such as enrolling an officer in EMT school. The goal is to have all officers trained as EMTs to provide a higher level of care for our community members.

We also saw two commitments to military service by our officers. One officer left to serve overseas as part of the Iowa National Guard while the other attended a four-month leadership course as part of the Minnesota National Guard.

The department continued its support of community events such as Pizza Pie Looza, the Fourth of July activities, and Lincoln Highway Days. Events like the bike rodeo and others occurred again and we are looking for different and new ways to engage the community.

ACTIVITY REPORT

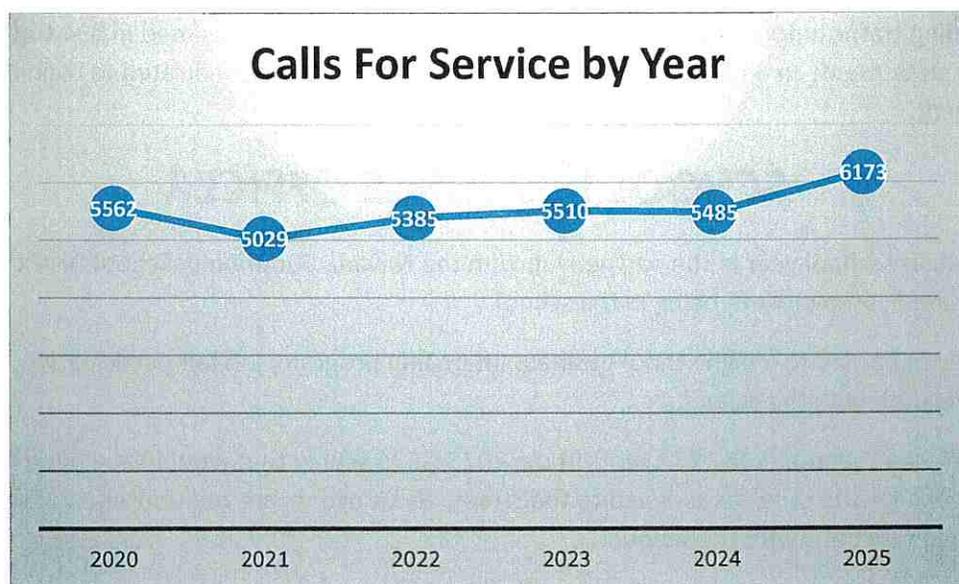
The Nevada Public Safety Department had a total of 6,173 calls for service in 2025. Calls for service would be any instance where the officer notified Story County Communication of their self-initiated field activity or when provided a call from Story County Communications.

*Description of calls provided by Story County Communications include, but are not limited to: animal related calls, medical/fire assists, suspicious persons, welfare checks, assault, burglary, theft, harassment, and others.

*Examples of self-initiated field activity would be traffic stops, foot patrols, or community events.



2025 had the highest calls for service volume for our department over the last 5 years.



Calls for service that result in an arrest or require continued investigation results in a documented report. The department initiated 609 reports, resulting in 189 arrests. Arrests only occur after the investigating officer is able to determine probable cause of a crime being committed.

Assaults	11
Sex Assault investigations	14
Burglary	13
Theft	24
Fraud	11
Criminal Mischief	14
Drug / Drug Paraphernalia	39
Domestic Violence	14
Alcohol related	40
Child Endangerment	11
Warrant Arrests	16
All Other	402
Total:	609

Traffic stops remain the highest number of calls for service for the department. Of the 6173 calls for service, 2453 (39%) calls were traffic stops. Of the 2453 traffic stops, 1274 citations were issued. Traffic stops have a higher probability of being self-initiated activity; however, some are a result from a complaint called in to Communications.

GTSB

NPSD renewed our partnership with the Governor’s Traffic Safety Bureau (GTSB). Fiscal year 2025 provided \$21,000 to provide extra traffic enforcement activity. Officers worked 374 hours of additional hours providing traffic enforcement activity for the City of Nevada. This resulted in 934 traffic stops funded by a state grant. In addition to the additional hours, \$5,000 was dedicated to training seminars and equipment.

SCHOOL RESOURCE OFFICER

This is the second school year in the partnership with the Nevada Community School District to have an officer dedicated completely to being in the school.

This partnership has led to a high school business internship program, job fair participation, and STEM event participation with the school.

SRO VanderHart has completed 197 events in the 2025/2026 school that would have been recorded as a Calls For Service for the duty car assigned to the street. Most events are relationship building and participating in functions with the school.



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: March 1, 2026
REF: Activity report for Trustees, City Council and Honorable Mayor.

Calls to date in 2026: 113
Calls to date same time last year (2025): 126

Fires for Feb 2026: 6
EMS for Feb 2026: 31
Lift assistance for Feb 2026: 11
Good intent for Feb 2026: 5
Community events for Feb 2026: 1

Current roster number of members: 43

Membership

Erica Reyman who headed up our support operations team has reluctantly resigned from the department as her school aged kids require more travel time to club sports, school activities, and family events. She will be available to come back as time permits.

Cal Raiders took a 6 month leave of absence due to work demands.

Minimal-Staffed Calls

2/9/26 2:33 am **Male fell down stairs with possible head injury.** (1 vol., paged fire and got 1 FTE and 2 vol).

2/11/26 11:52 am **Cardiac arrest unresponsive person** (1 FTE and 2 police officers, no volunteers available)

2/12/26 2:20 pm **Person found dead by home health worker** (1 FTE, no volunteers available)

2/25/26 7:37 am **8-month-old seizure** (1 FTE, no volunteers available)

Volunteer Model

(This is an article from a friend of mine that resonates. The demands to be competent with weekly training does impact our crews burnout. We have cut back on public events where possible to avoid placing even more demands on our volunteers. Time is a commodity and we do see other demands pull our people from

the fire department. However, we can not allow untrained staff to handle today's fast fuel fire events. That is a recipe for disaster and injury. We have started working with public works city employees to help on emergencies to shore up the lack of daytime available staff. We also have plans this spring to offer some training to our police to help catch a hydrant and support the fire ground more. We are maintaining our volunteer department as best we can but as the state's busiest volunteer department, burnout is a real issue on responding to non-emergency calls.)

At some point, every volunteer fire department has to face a hard truth. The roster might look full. But availability, capacity, and sustainability tell a very different story. We still talk about volunteer numbers as if headcount on paper equals reality or readiness. It doesn't.

Volunteers didn't get lazy. They didn't stop caring. Their lives simply changed faster than our systems did. Their lives got more complex. Expectations increased - at home, at work, at the station. Training demands grew. There was always more work to be done. Time became scarcer. And as departments, we were late to recognize or respond to those shifts. We're still catching up. Many of us are struggling to rebuild our systems to create relevance, connection, meaning, and opportunity in modern volunteer life.

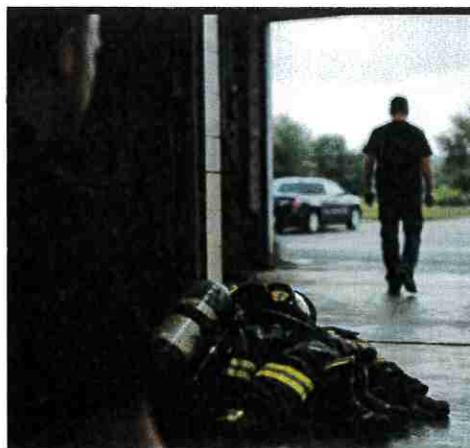
When someone turns in their gear, it's rarely about a single incident. It's usually the result of accumulated frictions.

- Unclear expectations.
- Rigid schedules.
- Training that adds pressure without purpose.
- Leadership pipelines that feel opaque or unreachable.
- A culture that still measures commitment by hours or bingo shifts rather than impact.

We tell ourselves we need better recruiting. But the truth is harder. Retention fails long before recruiting ever matters. If you can't keep the ones you've got, you'll never recruit fast enough to fill the gaps. Volunteers don't leave because they stop believing in service. They leave when the demands of service far outpace the return in meaning, growth, and connection. When the psychological contracts break, people stop staying.

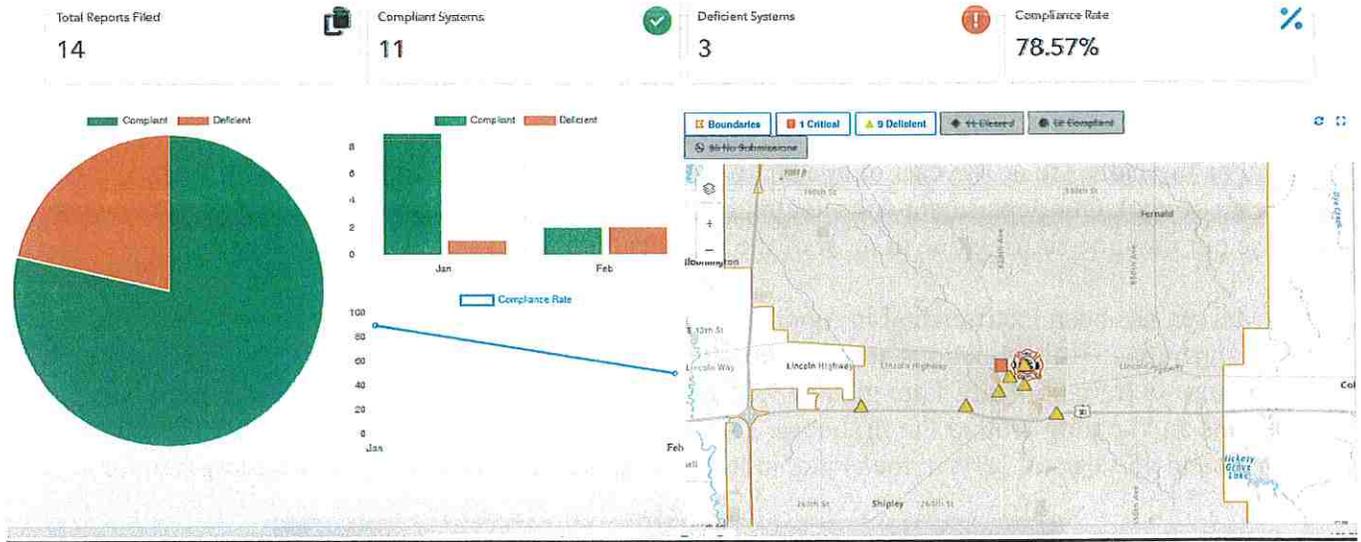
Roster honesty isn't about blame. It's about clarity. If we want sustainable volunteer departments, we have to stop clinging to systems designed for the world we came up in, and instead imagine solutions for the world our volunteers actually live in today. All while looking ahead to the world they'll live in tomorrow. That work is uncomfortable and hard, but crucial.

Pretending the problem is motivation instead of modernization is far more dangerous.



Fire alarm, Sprinkler, and Hood and Duct Inspection Compliance

All Locations - This Year - 2026



A review of our records shows a list of businesses that are past due on completing some sort of inspection or their service provider failed to enter the report in IROL as required by our ordinance. In case you hear any conversations on the matter, we are working with the businesses and their companies that provide inspection services to assure compliance with the fire alarms, sprinklers, and hood and duct extinguishing systems. It is critical these life safety devices are being maintained so we as a volunteer department can get early notification that a fire event is happening. I have found a few instances where the inspection is completed but the report is not entered. However, the City Hall fire alarm inspection is several months overdue and the provider Howard and Sons are horrible about complying with entering the report so we can assure our own buildings are in compliance with codes we enforce throughout the community. It may be an instance where our leadership changes companies to one that will comply.

<input type="checkbox"/>	Almaco	Nevada Fire Department	Viking Fire Protection	Annual	Backflow Test	99	M Avenue	Nevada	2024-06-28	2024-04-19	2025-04-18	10 months ago
<input type="checkbox"/>	Almaco	Nevada Fire Department	Viking Fire Protection	Annual	Fire Alarm	99	M Avenue	Nevada	2024-06-28	2024-04-12	2025-04-11	10 months ago
<input type="checkbox"/>	Almaco	Nevada Fire Department	Viking Fire Protection	Annual	Sprinkler	99	M Avenue	Nevada	2024-09-30	2024-09-11	2025-09-10	5 months ago
<input type="checkbox"/>	1st United Methodist Church	Nevada Fire Department	Midwest Alarm Services	Annual	Fire Alarm	1036	7th Street	Nevada	2024-09-13	2024-09-12	2025-09-11	5 months ago
<input type="checkbox"/>	FAREWAY STORES INC.	Nevada Fire Department	Midwest Automatic Fire Sprinkler Company	Annual	Sprinkler	1506	South B Avenue	Nevada	2025-02-11	2025-02-06	2026-02-05	19 days ago
<input type="checkbox"/>	LIL' CUBS CHILD CARE CENTER AND PRESCHOOL	Nevada Fire Department	A Tech Inc	Annual	Fire Alarm	1120	South G Avenue	Nevada	2025-03-06	2025-03-04	2026-03-03	
<input type="checkbox"/>	SYNGENTA	Nevada Fire Department	Howard & Sons Fire Alarm Sales & Service	Annual	Fire Alarm	625	West 18th Street	Nevada	2025-02-19	2024-07-01	2025-06-30	8 months ago
<input type="checkbox"/>	Apartments	Nevada Fire Department	Howard & Sons Fire Alarm Sales & Service	Annual	Fire Alarm	634	Academy Drive	Nevada	2024-10-14	2024-06-24	2025-06-23	8 months ago
<input type="checkbox"/>	Story County Medical Center	Nevada Fire Department	Johnson Controls	Quarterly	Sprinkler	630	6th Street	Nevada	2024-11-04	2024-11-01	2025-01-31	A year ago
<input type="checkbox"/>	Story County Jail	Nevada Fire Department	Summit Fire Protection	Annual	Kitchen Hood System	1315	South B Avenue	Nevada	2024-11-05	2024-10-15	2025-10-14	4 months ago
<input type="checkbox"/>	CASEY'S #2306	Nevada Fire Department	PYE-BARKER FIRE & SAFETY DBA IOWA FIRE EQUIPMENT COMPANY	Semi-Annual	Kitchen Hood System	1136	Lincoln Hwy	Nevada	2024-12-13	2024-12-04	2025-06-03	9 months ago
<input type="checkbox"/>	ST. PATRICKS CHURCH	Nevada Fire Department	Proshield Fire & Security	Semi-Annual	Kitchen Hood System	1110	11th Street	Nevada	2025-01-31	2024-12-11	2025-06-10	9 months ago
<input type="checkbox"/>	Traditions Memory Care - Accura Healthcare Newton-West	Nevada Fire Department	HOODZ of Central Iowa	Semi-Annual	Kitchen Hood Cleaning	2130	S 18th St	Newton	2025-04-16	2025-03-27	2025-09-26	5 months ago
<input type="checkbox"/>	Cubbies on Main	Nevada Fire Department	HOODZ of Central Iowa	Semi-Annual	Kitchen Hood Cleaning	1220	6th St	Nevada	2025-02-19	2024-10-17	2025-04-16	10 months ago
<input type="checkbox"/>	Cubbies on Main	Nevada Fire Department	Midwest Alarm Services	Annual	Fire Alarm	1220	6th St	Nevada	2025-03-31	2025-03-28	2026-03-27	
<input type="checkbox"/>	Cubbies on Main	Nevada Fire Department	Midwest Alarm Services	Semi-Annual	Kitchen Hood System	1220	6th St	Nevada	2025-03-31	2025-03-28	2025-09-27	5 months ago

Assistant Chief Fred Malven Expected to Retire

Assistant Chief Fred Malven has quietly expressed a desire to retire on July 4, 2026. That will make 45 years as a volunteer firefighter in our community alone. He has 50 years total as a firefighter. I need to review the run history but he has likely responded to 7,200 calls in the 12 years I have been here. If you counted an average of 50 calls per month, he likely has responded to 27,000 calls in our community during his 45 years.

Chief Malven asked to remain active with our support operations team but discontinue responding to medical or fire calls. He is 78 years of age and one of 3 volunteers who respond during the day (all above 70+ years of age). Our department does not yet have a plan on how to replace Fred's response level or increase our daytime staffing due to most of the members being out of town during the day.

Chief Malven has been instrumental in running our training program and mounting our tools to the various apparatus. His connections around the country has brought some of the best in the business into our firehouse to train our staff. I am glad he will still be around our firehouse supporting our rehab technicians and helping around the firehouse. I am curious if the public understands what 27,000 call responses and 45 years of service looks like in today's modern fire service. It is extremely rare for sure.



Street Department has been busy with the following:

- Assisting the library removing items - door handle, door stop install, wood removal
- Assisting the parks dept - truck service/ graves
- Assisting Admin - built office/ moved office furniture
- Located sewer structures along the Indian creek for I and I rehab
- Making street markers
- Installing said street markers
- Working on lights on HWY 30 and 6th ST
- Trying to lock down W18th project to get completed
- Had the sweeper out during the nice weather
- Addressing concrete patches and prioritizing
- Upcoming construction walk - thru with engineers
- Patching when time and staff allow
- Winter weather
- Took down Christmas banners and lights and put up summer banners
- Locates for STORM/SANITARY and WATER
- Putting a plan together for alley work

JOE MOUSEL
STREET SUPERVISOR

March 9th / 2026

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift stations, and remote flow basin.
- Advancing staff Continuing Education Credits.
 - Prepping newest operator for Certification Testing.
- DNR Form 30 Part B special sampling analysis Round 2 Conducted.
- UV Proficiency Testing is near complete.
- Ongoing Punch list work being logged and completed at Phase 2.
- Ongoing Warranty Work Orders completed as assigned at Phase 3.
- Lead and Asbestos inspection conducted at Old Facility, awaiting sample results.
- Conducting weekly sewer samples to determine domestic strength in relation to Chloride and Sulfate.
- Final round of special reporting DNR Form 30 part B is scheduled for April

March 9th, 2025 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

Water Department Council Report

- Busy with Plant maintenance
- Reading meters.
- Doing a little remodel of a bench in the basement.
- I will be at the DNR Field Office 5 Meeting in Newton on March 11th.

March 2, 2026

To: Mayor and City Council

From: Rhonda Maier, Director of Parks and Recreation

Re: Monthly Information Report



- Completed Work/Accomplishments
 - CPO School (Sarah, Zach and I)
 - Removal of remaining dead trees at Harrington Park
 - Finalized registration for baseball and softball
 - Filter work has been completed at the aquatic center
 - Heater work has been completed at the aquatic center

- Items Currently Working On/Gathering Information
 - Budget Amendment
 - Fundraising for Harrington Park project
 - Harrington Park grant application with Lucas
 - Continued work on Hattery Park refresh
 - Dog Park design
 - Potential purchase of track skid loader with street department
 - Discussions with soccer club on soccer fields
 - Pool vacuum purchase
 - Pool controller
 - Adopt a flower bed/community beautification program
 - Trail signage update
 - Special Events: Pizza Pie Looza, Angels In The Outfield
 - Removal of drop slide at aquatic center
 - Post removal at aquatic center to allow for landscaping updates
 - Gathering information on aquatic center feature updates
 - Gathering information on fertilizer, aquatic vegetation management, and weed control
 - Park and Rec vehicle fleet

- Notable Field House Events
 - Vision Basketball Tournament
 - Nevada Soccer Futsal League and Skills complete
 - Ames Winter Soccer Training
 - AAU Volleyball Tournaments
 - Various birthday parties and social gatherings

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.

For: March 9, 2026 Council Meeting

To: Mayor
Nevada City Council
City Administrator

From: Amanda Brewer, Library Director

**Nevada Public Library
Council Report**

MY REPORT

The last three weeks at the library have been challenging as we have had four staff members come down with some form of illness. Thankfully, we are back at full capacity, for a little while. I am finalizing our re-accreditation process up for the library this week. The goal is to receive another three-year accreditation at a Tier 3 status (the highest status possible). The library schedule for March is very full. Dylan is taking the opportunity over Spring break week to host a Grown Up & Me Tea Party. We have quite a few kiddos already very excited for this event. Dylan also sent out the mailing for donors for our Summer Reading Program and, so far, we are getting good feedback. Just a reminder, the library will be having its 150 Birthday Celebration Open House on Monday, April 20th from 5-7pm. This is also the start of National Library Week so please come and help us celebrate.

LIBRARY BOARD OF TRUSTEES TUESDAY, FEBRUARY 17, 2026, 5:00 P.M.

Chairperson Theresa Presley presided and convened the regular meeting of Nevada Library Board of Trustees on Tuesday, February 17, 2026 at 5:02 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

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

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

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

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

Library Director Amanda Brewer reported on:

- Still getting bids on the front desk
- Programs are going well
- Interviewing for 2 intern clerks

For Continuing Education, Amanda included in the packet overviews of the following files that are at the statehouse: HF2324, HF2136, HF2309, SF2177, SF2119. The discussion lasted 4 minutes.

Motion by Board Member Derek Grote, seconded by Board Member James Woodard, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the January 26, 2026 regular meeting
- (2) Approve February 2026 **claims** totaling \$12,207.06 (see attached list)
- (3) Accept and place on file the Director's **memo** dated February 13, 2026
- (4) Accept and place on file January 2026 financial report

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

The board discussed and made changes to the Proctoring Policy and asked that it be brought back at the next meeting.

Amanda is still waiting on one bid for the replacement of HVAC units in Study Rooms. The CIP budget will have to be amended for this fiscal year.

The April board meeting will be rescheduled to April 27 at 5 p.m. due to an open house for the library's 150th birthday being held April 20.

There being no further business to come before the Board, it was moved by Board Member James Woodard, seconded by Board Member Derek Grote, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Woodard, Grote, Peschel, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried. At 5:25 p.m. she adjourned the meeting.



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

Date: Thursday, February 26, 2026

Paula Feltner
Bricktown Bakery
paula@bricktown-bakery.com

RE: Parking spaces on 6th Street

Dear Paula:

This is in response to our conversation on February 25, 2026 reference the 2026 season of the Nevada Farmer's Market. The Farmer's Market will take place directly south of your business location. As part of the Farmer's Market, you intend to continue to have live music playing on the "bump out" of the sidewalk directly in front of your storefronts. To assist in facilitating sitting space and viewing of the live music, you have requested permission to close the two (2) parking spaces directly in front of your storefronts. These spaces are on the southernmost parking spaces on the east side of the 1100 block of 6th Street.

Your request is to close these parking spaces every other Thursday between June 4th and October 22nd. Effectively, the follow nights: June 4th, June 18th, July 2nd, July 16th, July 30th, August 13th, August 27th, September 10th, September 24th, October 8th, and October 22nd. In doing this request, you will place reflective cones in the parking spaces and have the spaces clearly identified as closed. The closure will begin at 4:30PM and end at approximately 8:30PM. In addition to the closure at 4:30PM, you are authorized to place signage prior to the start time notifying vehicles of the closure.

Your Parking Space Closure Request is Approved.

YOU MUST ALLOW ACCESS FOR EMERGENCY VEHICLE TRAFFIC IF NECESSARY.

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

Should the need arrive, you may contact Nevada Street Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It is your responsibility to make these arrangements with Mr. Mousel.

Should you have any questions please let me know. Thanks again,

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

Cc: Jordon Cook, Nevada City Administrator
Joe Mousel, Nevada Street Department Superintendent
Command Staff NPSD
Nevada Mayor & City Council

