

COPY



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 27, 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, April 27, 2026***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. 2026/27 Street Reconstruction Program – N Avenue from 5th Street to 8th Street
 1. Public Hearing on Proposed 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St
 2. Resolution No. 073 (2025/2026): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St
 3. Consideration of Bids for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St

4. Resolution No. 074 (2025/2026): A Resolution awarding contract for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St

B. Trunkline Manhole Rehabilitation

1. Public Hearing on Proposed Trunkline Manhole Rehabilitation
2. Resolution No. 075 (2025/2026): A Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the Trunkline Manhole Rehabilitation
3. Consideration of Bids for the Trunkline Manhole Rehabilitation
4. Resolution No. 076 (2025/2026): A Resolution awarding contract for the Trunkline Manhole Rehabilitation

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

- A. Approve Minutes of Work Session held on April 13, 2026
- B. Approve Minutes of the Regular Meeting held on April 13, 2026
- C. Approve Payment of Cash Disbursements, including Check Numbers 90043-90115 and Electronic Numbers 5229-5306 (Inclusive) Totaling \$338,659.61 (See attached list)
- D. Approve Financial Reports for Month of March, 2026
- E. Approve Renewal of Class "C" Retail Alcohol License for Farmhouse Catering LC d/b/a/ Gatherings, 1024 6th Street, Effective April 25, 2026
- F. Probationary Firefighter: Josh Hoffman

6. 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. Proclamation for Poppy Day, May 22, 2026

B. Nevada Flats Project – Hunziker Property Management

7. Ordinance No. 1078 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Supplemental Use Regulations, second reading
8. Discussion and Appropriate Follow up on Request from Resident at 1207 7th Street Regarding Utility Bill
9. Approve Change Order No. 1 for Library Desk Adjustment from Crow & Timber in the amount of \$2,000.00
10. Approve Updated Elevator Maintenance Agreement for the Nevada Field House
11. Resolution No. 077 (2025/2026): A Resolution Declaring Surplus City Property and Authorizing its Disposal
12. Resolution No. 078 (2025/2026): A Resolution Accepting and Approving the Plat of Survey for Rosk Development LLC, Part of "N" Avenue Nevada, Story County, Iowa

13. Resolution No. 079 (2025/2026): A Resolution Approving Real Estate Purchase Agreement

14. Discussion and Appropriate Follow up Regarding Proposed RFP for Community Recycling Program for the City of Nevada

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

16. ADJOURN

The agenda was posted on the official bulletin board on April 24, 2026, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

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**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, APRIL 27, 2026 – 6:30 P.M.**

7. Ordinance No. 1078 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Supplemental Use Regulations, second reading
Enclosed you shall find second reading to update the ordinance determining the distance between a mobile home with a detached garage.
8. Discussion and Appropriate Follow up on Request from Resident at 1207 7th Street Regarding Utility Bill
Enclosed you shall find billing and usage for this residence.
9. Approve Change Order No. 1 for Library Desk Adjustment from Crow & Timber in the amount of \$2,000.00
Enclosed you shall find the change order for the ADA adjustment to the circulation desk at the Library. The original bid was under \$5,000, but with changes the estimate is now over the threshold and coming before council for approval.
10. Approve Updated Elevator Maintenance Agreement for the Nevada Field House
Enclosed you shall find the action form explaining the two separate agreements for consideration. Also included are the City Attorney comments regarding the agreements.
11. Resolution No. 077 (2025/2026): A Resolution Declaring Surplus City Property and Authorizing its Disposal
Enclosed you shall find the resolution authorizing the disposal of street signs.
12. Resolution No. 078 (2025/2026): A Resolution Accepting and Approving the Plat of Survey for Rosk Development LLC, Part of "N" Avenue Nevada, Story County, Iowa
Enclosed you shall find the resolution approving the plat of survey for 1337 6th Street regarding the ROW on N Avenue.
13. Resolution No. 079 (2025/2026): A Resolution Approving Real Estate Purchase Agreement
Enclosed you shall find the resolution and purchase agreement for property along Maple Avenue
14. Discussion and Appropriate Follow up Regarding Proposed RFP for Community Recycling Program for the City of Nevada
Enclosed you shall find a proposal for an RFP to send to prospective companies for a City-wide recycling program. Also included is a letter from Pratt Sanitation.

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORMS OF
CONTRACT AND ESTIMATE OF COST
AND TO CONSIDER BIDS

Nevada, Iowa

April 27, 2026

The City Council of the City of Nevada, Iowa, met on April 27, 2026 at 6:00 p.m., at the Council Chambers, City Hall, Nevada, Iowa, pursuant to published notice.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: ____

Absent: ____

The Mayor announced that this was the time and place set for hearing on the plans and specifications, forms of contract and estimate of cost for the proposed 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, forms of contract and estimate of cost for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St as follows:

The City Council heard said objectors and evidence for or against the proposed 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St; whereupon, the Mayor declared the hearing closed.

Council Member __ introduced the following resolution and moved its adoption, seconded by Council Member __; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: __

Nays: __

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. 073 (2025/2026)

Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the “Contract Documents”) for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St (the “Project”), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on April 27, 2026;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 27, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

LETTING DATE 04/21/2026

CITY OF NEVADA

2026-27 ASPHALT STREET RECONSTRUCTION

CITY OF NEVADA

FILE NO. 11:308 AM 3/16/2026

CITY OF NEVADA

URBAN ROAD SYSTEM

2026-27 ASPHALT STREET RECONSTRUCTION

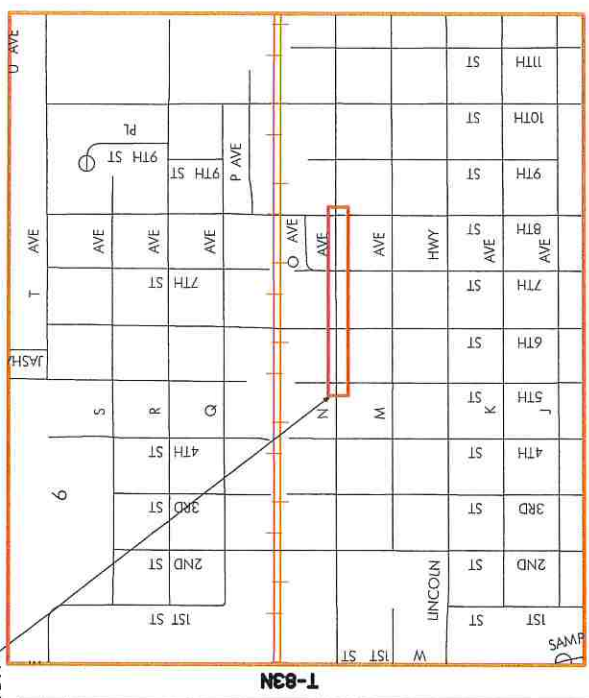
N AVE. FROM 5TH ST. TO 8TH ST.

THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2025 EDITION, AND CONTRACT DOCUMENT SPECIFICATIONS SHALL APPLY TO THIS PROJECT.

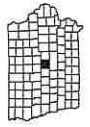
10540

PROJECT LOCATION

NO.	DESCRIPTION
A Sheets	Title Sheets
* A.1	Title Sheet
B Sheets	Typical Cross Sections and Details
* B.1 - 2	N Ave. Proposed Cross Section
C Sheets	Quantities and General Information
* C.1 - 5	Estimate Reference Info and Tabulations
D Sheets	Mainline Plan Sheets
* D.1	Legend Sheet
* D.2 - 4	N Ave. Plan and Profile
G Sheets	Survey Sheets
* G.1	N Ave. Alignment and Control
J Sheets	Traffic Control and Staging Sheets
* J.1	Traffic Control Legend
* J.2	Traffic Control Notes
* J.3 - 6	Staging Plan Sheet
L Sheets	Geometric, Staking and Jointing Sheets
* L.1 - 4	Intersection Jointing and Geometrics
M Sheets	Storm Sewer Sheets
* M.1 - 4	Storm Sewer Plan and Profile Sheets
R Sheets	Sediment Control Sheets
* R.1	Erosion Control Legend and Symbol Information Sheet
* R.2 - 3	Erosion Control Plan Sheets
S Sheets	Sidewalk Sheets
* S.1 - 6	Sidewalk Plan Sheets
U Sheets	500 Series, Mod. Stds. and Detail Sheets
* U.1 - 2	Pavement Removal Sheets
W Sheets	Mainline Cross Sections
* W.1 - 7	Mainline Cross Sections



LOCATION MAP - PART OF CITY OF NEVADA
(Not to Scale)



DESIGN TEAM: WHKS & CO.

SHEET TITLE: TITLE SHEET

PROJECT NUMBER: 10540

SHEET NUMBER: A-1

REVISIONS

Utility	Contact	Phone
Alliant Energy	Aquila Stetten	515-268-3449
Metro FiberNet	Lori Kemper	812-213-1050
City of Nevada	Joe Mousel	515-382-5466
Communication Innovators	Jennifer Holliday	515-262-7686
Sprint/Cogent Communications	Michael Chabul	401-880-8720
Mediacom	Mike Lawler	515-571-2183
CentraLink		877-366-8344
Windstream Communications		800-289-1901

REVIEWED AND APPROVED FOR CONSTRUCTION

Jordan Cook
CITY ADMINISTRATOR
CITY OF NEVADA, IA

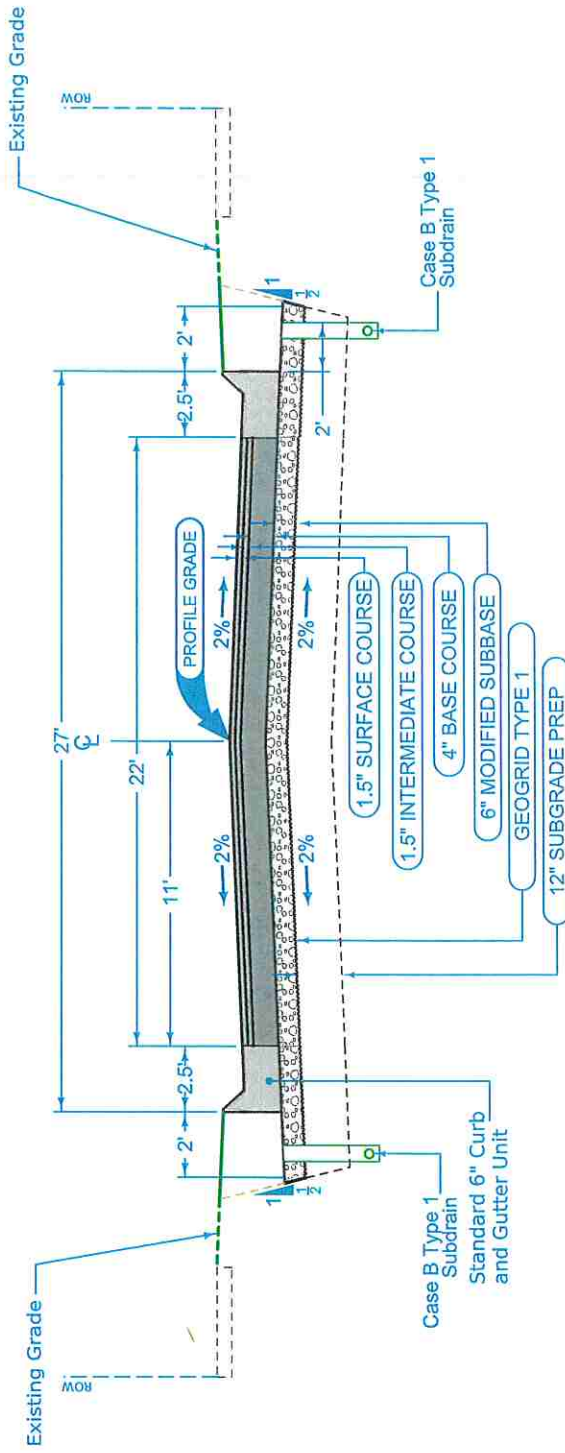
DATE

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of this State of Iowa.

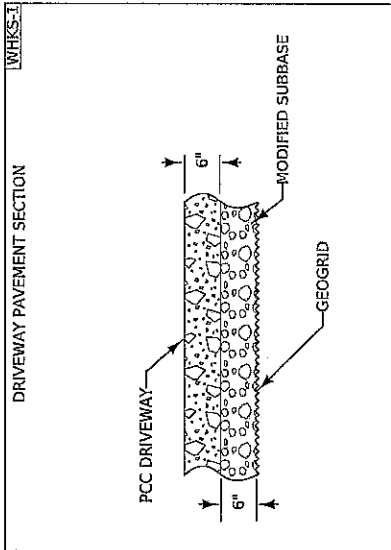
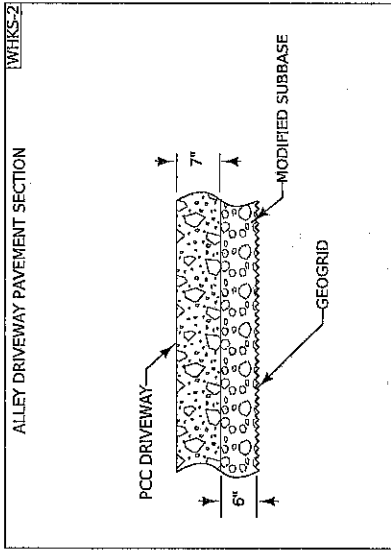
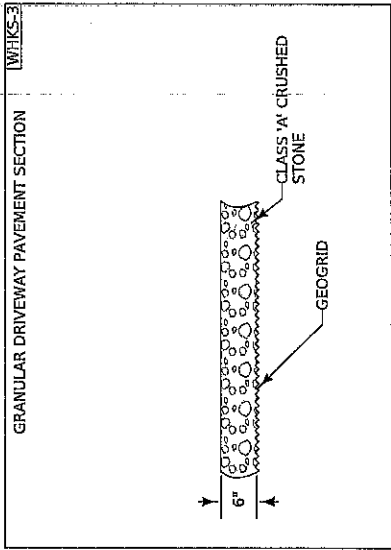
Signature: *Noah D. Collins*
Printed or Typed Name: Noah D. Collins
Date: 3-16-2026
License Number: PZ85589



My license renewal date is December 31, 2027.
Pages or sheets covered by this seal: A-1, B-1, B-2, C-1, C-5, D-1, D-4, G-1, J-1, J-6, L-1, L-4, M-1, M-4, R-1, R-3, S-1, S-6, U-1, U-2, W-1, W-7.



TYPICAL SECTION 1	
STATION TO STATION	
100+20.00	112+30.00



FILE NO. 3/16/2026

ENGLISH

DESIGN TEAM

WHKS & CO.

CITY OF NEVADA COUNTY

PROJECT NUMBER 10540

SHEET NUMBER B.2

110823 AM 3/16/2026

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ESTIMATED PROJECT QUANTITIES AND ESTIMATE REFERENCE INFORMATION
 The Statewide Urban Design and Specifications (SUDAS) Standard Specifications for Public Improvements and Contract Documents shall apply to construction work on this project. Except as noted, for each bid item, the item code is referencing the section of the current SUDAS Specifications for which the item is based. Refer to SUDAS figures referencing applicable SUDAS section.

Item No.	Item Code	Item	Estimate Reference Information	Unit	BID QUANTITY	AS-BUILT QUANTITY
Division 2						
Earthwork						
2.01	2010-D-1	Topsoil, On-site	This item shall include all labor, material, and equipment necessary to place 6" of topsoil in all disturbed areas. On-site or suitable off-site topsoil meeting SUDAS 2010.2.01 may be used. Topsoil shall be rough graded in anticipation of seed bed preparation by others. Payment shall be per cubic yard. Quantity is increased an additional 20% for irregularities. Includes a shrink factor of 1.4.	CY	1174.00	
2.02	2010-E	Excavation, Class 10, Roadway and Borrow	This item includes 1511 cubic yards of cut and 493 cubic yards of fill including 30% shrink. With the approval of the engineer suitable excess cut material may be used as fill. Incident items include but are not limited to the following: 1. Site preparation for, and the construction of, embankment, fills, shoulder backfill up to at least 6 inches below finish grade for placement of topsoil and regrading request between the back of curb and the sidewalk. 2. Finishing the soil surface. 3. Repair and replacement of anything damaged or displaced as a result of excavation activities. Quantity paid shall be the unit price based on the quantity shown in the plans. Refer to typical section in the B Sheets and W Sheets for additional information.	CY	1511.00	
2.03	2010-E	Excavation, Class 10, Waste	Item includes all excavation, hauling, and disposal of material. Item is for preparation of the subgrade under the new roadway. Incident items include but are not limited to excavating, manipulating, replacing, compacting, and trimming to the proper grade. The Contractor is responsible for compaction testing, and comparison testing is incidental to this item. Contractor shall notify the Engineer 24 hours in advance prior to proofrolling. Refer to the B Sheets for additional information.	CY	1078.00	
2.04	2010-G	Subgrade Preparation	This item shall include furnishing, placing, compacting, and trimming to the proper grade. Refer to the typical section. Item includes furnishing, placing, compacting, and trimming to the proper grade. Refer to the typical section.	SY	5118.30	
2.05	2010-I	Subgrade Treatment, Geogrid Type 1	Item shall be used as approved by the Engineer. This item shall be used to replace unsuitable backfill material removed during standard trench excavation. Unsuitable backfill material shall be replaced with granular backfill as approved by the Engineer. Granular backfill is incidental to this item. This item will be paid by the cubic yard - loose volume. No recycled concrete or rip rap will be allowed. Quantity is estimated to establish a unit price. Only the quantity approved by the Engineer will be paid.	SY	5729.00	
2.06	2010-I	Subbase, Modified Subbase, 6"	Item shall be used as approved by the Engineer. This item shall be used to replace unsuitable backfill material removed during standard trench excavation. Unsuitable backfill material shall be replaced with granular backfill as approved by the Engineer. Granular backfill is incidental to this item. This item will be paid by the cubic yard - loose volume. No recycled concrete or rip rap will be allowed. Quantity is estimated to establish a unit price. Only the quantity approved by the Engineer will be paid.	SY	5729.00	
Division 3						
Trench and Trenchless Construction						
3.01	3010-D	Replacement of Unsuitable Backfill Material	Item shall be used as approved by the Engineer. This item shall be used to replace unsuitable backfill material removed during standard trench excavation. Unsuitable backfill material shall be replaced with granular backfill as approved by the Engineer. Granular backfill is incidental to this item. This item will be paid by the cubic yard - loose volume. No recycled concrete or rip rap will be allowed. Quantity is estimated to establish a unit price. Only the quantity approved by the Engineer will be paid.	CY	50.00	
Division 4						
Sewers and Drains						
4.01	4020-A-1	Storm Sewer, Trenched, RCP Class III, 18"	This bid item shall be in accordance with Section 3010 & 4010 of the SUDAS Standard Specifications and shall include all equipment, labor and materials to place pipe as noted on the plans. Unless included with another bid item, pipe connections to storm structures shall be included in this bid item, including but not limited to cutting or cutting into the existing manhole or intake, pipe connections, girth, and waterstop (when required). Backfill shall be per Class R-2, with Class I granular bedding material up to springline of pipe unless otherwise noted in the plans. Payment shall be per lineal foot. Refer the M Sheets.	LF	40.00	
4.02	4020-A-1	Storm Sewer, Trenched, PVC, 12"	Item includes trench excavation, furnishing and placing bedding and backfill material, connectors, and elbows and tees. The length of elbows and tees installed will be included in the length of pipe measured. Refer to the typical section on the B Sheets and Tab WHKS 4040-A.	LF	1805.40	
4.03	4040-A	Subdrain, Type 2, 6" PVC	This bid item shall be in accordance with Section 4040 of the SUDAS Standard Specifications. Payment shall be per each.	EA	10.00	
4.04	4040-C-1	Subdrain Cleanout, A-1, 6"	Item includes pipe, non-shrink grout, coupling bands, and cone drilling. Refer to the M Sheets.	EA	10.00	
4.05	4040-D-1	Subdrain Outlets and Connections, Structure, 6"	This item includes uncovering and removing existing pipe and furnishing and placing bedding and backfill material for replacement pipe.	EA	3.00	
4.06	4050-H-1	Spot Repairs by Pipe Replacement, RCP Class III, 18"	This item includes the use of any equipment or materials necessary for the replacement pipe. This includes all connections; the contractor shall field verify the pipe size and location prior to completing the repair. Post repair velding is incidental to this item.	LF	251.00	
4.07	4050-H-1	Spot Repairs by Pipe Replacement, RCP Class III, 18"	This item includes the use of any equipment or materials necessary for the replacement pipe. This includes all connections; the contractor shall field verify the pipe size and location prior to completing the repair. Post repair velding is incidental to this item.	LF	251.00	
4.08	4050-H-2	Spot Repairs by Pipe Replacement, RCP Class III, 18"	This item includes the use of any equipment or materials necessary for the replacement pipe. This includes all connections; the contractor shall field verify the pipe size and location prior to completing the repair. Post repair velding is incidental to this item.	LF	251.00	
4.09	4050-H-2	Spot Repairs by Pipe Replacement, RCP Class III, 18"	This item includes the use of any equipment or materials necessary for the replacement pipe. This includes all connections; the contractor shall field verify the pipe size and location prior to completing the repair. Post repair velding is incidental to this item.	LF	251.00	

Division 6	Structures for Sanitary and Storm Sewers				
6.01 6010-A	Manhole, SW-301, 48"	This bid item shall be in accordance with Section 6010 of the SUDAS Standard Specifications. Tying existing pipe and/or services into new manhole shall be considered incidental. No internal sanitary manhole drop connections. A temporary debris shield shall be placed over the manhole and shall remain in place until manhole has been adjusted to final grade and concrete poured. Manhole Boxes shall have a concrete depth of 12 inches and be 6 feet by 6 feet, EA. The item shall include the installation of a Type A, two-piece frame and lid, pro ring, and adjustment to final grade with a rectangular shaped concrete boxout per SUDAS 7020, Standard Detail SW-601. Payment shall be per each. Refer to the M Sheets.	EA	2.00	
6.02 6010-A	Manhole, SW-403, 48"	This bid item shall be in accordance with Section 6010 of the SUDAS Standard Specifications. Tying existing pipe and/or services into new manhole shall be considered incidental. Manhole Boxes shall have a concrete depth of 12 inches and be 6 feet by 6 feet. The item shall include the installation of a Type E, two-piece frame and lid, per SUDAS Standard Detail SW-602, and adjustment to final grade. Payment shall be per each. Refer to the M Sheets.	EA	4.00	
6.03 6010-B	Intake, SW-501	Item includes excavation; furnishing and installing pipe; furnishing, placing, and compacting bedding and backfill material; base; structural concrete; reinforcing steel; precast units (if used) concrete fillets; pipe connections; castings; and adjustment rings. Refer to the M Sheets.	EA	8.00	
6.04 6010-B	Intake, SW-502 (48")		EA	1.00	
6.05 6010-B	Intake, SW-507		EA	1.00	
6.06 6010-B	Intake, SW-541		EA	1.00	
6.07 6010-E-1	Manhole Adjustment, Minor	This bid item shall be in accordance with Section 6010 of the SUDAS Standard Specifications and shall include all equipment, labor and materials to adjust manhole to final grade. Manhole Boxes shall have a concrete depth of 12 inches and be 6 feet by 6 feet. Grouting of existing lift holes in the manholes shall be considered incidental. Prior to removal of the existing casting, a temporary debris shield shall be placed. This shield shall remain in place until manhole has been adjusted to final grade and concrete poured. The existing casting shall become the property of the City, unless otherwise indicated on the plans. This item shall include the installation of a Type A (primary) or Type E (storm sewer), two-piece frame and lid, pro ring, and adjustment to final grade with a rectangular shaped concrete boxout per SUDAS 7020. Manhole castings shall be protected from concrete during concrete placement. The manhole shall be opened and cleaned by the contractor prior to final walk-through. Final acceptance will not be granted until all manholes have been opened and verified by the Engineer. Payment shall be per each.	EA	2.00	
6.08 6010-H-1	Remove Manhole	This bid item shall include all equipment, labor, materials, hauling and proper disposal of removed manhole and lamp holes as shown on the plans. Any pipe damaged during the removal of the structure shall be repaired and/or replaced at no cost to the City. The removed casting shall become the property of the City. The removed structure shall become the property of the Contractor to be disposed of at an off-site location. Payment shall be per each. Refer to the M Sheets.	EA	8.00	
6.09 6010-H-2	Remove Intake	This bid item shall include all equipment, labor, materials, hauling and proper disposal of removed intake as shown on the plans. Any pipe damaged during the removal of the structure shall be repaired and/or replaced at no cost to the City. The removed casting shall become the property of the City. The removed structure shall become the property of the Contractor to be disposed of at an off-site location. Payment shall be per each. Refer to the M Sheets.	EA	9.00	
Division 7	Streets and Related Work				
7.01 7010-E	Curb and Gutter, 2.5', 7"	Item includes final subgrade/subbase preparation, bars and reinforcement, joints and sealing, surface curing and pavement protection, and boxouts for fixtures. Refer to the B Sheets.	LF	2405.00	
7.02 7020-A	Pavement, ST, 4 IN. Asphalt, Base Course, 3/4 IN., PG58-285	This bid item shall be in accordance with Section 7020 of the SUDAS Standard Specifications and shall include all labor, material and equipment necessary to lay a 1,000,000 ESKL asphalt base via a minimum of two (2) lifts, to a depth as per plans. A 60% crushed particle mix with no special fractional requirements shall be used. PG 58-285 binder and tack coat shall be considered incidental. Minor water valve, gas valve, and cleanout adjustments shall also be considered incidental, unless otherwise accounted for in a separate bid item. Payment shall be per ton. Refer to the typical section on Sheet B.1.	TON	851.70	

7.03 7030-A	Pavement, 5", 1.5 IN. Asphalt, Intermediate Course, 1/2 IN., PG58-28S			TON	319.40
7.04 7020-A	Pavement, 5", 1.5 IN. Asphalt, Surface Course, 1/2 IN., PG58-28S			TON	319.40
7.05 7030-A-1	Removal of Sidewalk			SY	444.00
7.06 7030-A-3	Removal of Driveway			SY	591.70
7.07 7030-E	Sidewalk, PCC, 4 in.			SY	265.30
7.08 7030-E	Sidewalk, PCC, 6 in.			SY	268.40
7.09 7030-G	Detectable Warning			SF	180.00
7.10 7030-H-1	Driveway, Paved, Type A, 6"			SY	646.30
7.11 7030-H-1	Driveway, Paved, Type A, 7"			SY	84.70
7.12 7030-H-2	Driveway, Granular, 6"			SY	165.10
7.13 7040-H	Pavement Removal			SY	4594.00
Division 8					
8.01 8020-B	Traffic Control Painted Pavement Markings, High-Build			SFA	2.15
8.02 8030-A	Temporary Traffic Control			LS	1.00

This bid item shall be in accordance with Section 7020 of the SUDAS Standard Specifications and shall include all labor, material and equipment necessary to lay a 1,000,000 ESAL asphalt pavement. A 75% crushed particle mix with no special frictional requirements shall be used. PG 58-28S binder and tack coat shall be considered incidental. Minor water valve and gas valve adjustments shall also be considered incidental, unless otherwise accounted for in a separate bid item. Payment shall be per ton. Refer to the Typical Section on Sheet B-1.

This bid item shall include all equipment, labor, materials, sawing, hauling, and proper disposal of removed sidewalks, pedestrian ramps, and driveways, as shown on the plans. Any damage beyond the removal limits shall be removed and replaced at the Contractor's expense. Payment shall be per square yard. Refer to U Sheets for sidewalk and driveway removal limits.

This bid item shall be in accordance with section 7030 of the SUDAS Standard Specifications and shall include all equipment, material and labor to place 4" sidewalk outside the pedestrian ramps and the common landing square. Buildings, hydrants, light poles, sign posts and other fixtures/features shall be protected from concrete during concrete placement. Minor water valve, gas valve, and clear-out adjustments shall be considered incidental, unless otherwise accounted for in a separate bid item. No payment will be made until ADA and plan compliance is verified by the Engineer. Payment shall be per square yard.

This bid item shall be in accordance with section 7030 of the SUDAS Standard Specifications and shall include all equipment, material and labor to place 6" sidewalk for pedestrian ramps, common landing squares and sidewalk through driveways, or as noted on the plans. Thickened edges, joints and steel in pedestrian ramps where they meet the pavement edges shall be considered incidental. Buildings, hydrants, light poles, sign posts and other fixtures/features shall be protected from concrete during concrete placement. Minor water valve, gas valve, and clear-out adjustments shall also be considered incidental, unless otherwise accounted for in a separate bid item. No payment will be made until ADA and plan compliance is verified by the Engineer. Payment shall be per square yard.

This bid item shall be in accordance with section 7030 of the SUDAS Standard Specifications and shall include all material, equipment and labor to cast in place according to pedestrian ramp sidewalk details in the most current SUDAS Standard Specifications. Detectable warning panels shall be one of the following natural finished CAST IRON products: Durable Detectable Warning Surface or Detectable Warning Plate. No payment will be made until ADA and plan compliance is verified by the Engineer. Payment shall be per square foot.

This bid item shall be in accordance with section 7030 of the SUDAS Standard Specifications unless otherwise indicated in the plans and specifications, and shall include all equipment, material, and labor to place driveways as noted on plans or directed by the Engineer. The Contractor shall make every effort to reuse existing aggregate base material where present. A C-mix shall be used for the placement of the Type "A" Flared Wing driveway per the current SUDAS Figure 7030-107L. Driveways shall be opened to traffic within 48 hours after placement. Payment shall be per square yard. Refer to the B & D Sheets.

This bid item shall be in accordance with section 7030 of the SUDAS Standard Specifications unless otherwise indicated in the plans and specifications, and shall include all equipment, material, and labor to place driveways as noted on plans or directed by the Engineer. The granular material shall be Class "A" Crushed Stone. Payment shall be per square yard. Refer to the B & D Sheets.

This item includes all removal and disposal of all pavement material, as per plan. Saw cutting shall be considered incidental to this item. Any pavement broken or damaged beyond the removal limits shall be saw cut and removed to a new line and replaced by the Contractor at no additional cost to the City. The Contractor shall dispose of all removed materials at an off-site disposal area. Payment shall be per square yard. Refer to U Sheets for pavement removal limits.

Item includes re-entrant spheres, layout, surface preparation, and application of marking paint.

The Contractor shall submit a traffic control plan to the Engineer for approval prior to beginning construction. The Contractor shall furnish and maintain all traffic control devices required for the duration of construction at each project location. Traffic control shall meet the General Traffic Control Notes in the contract documents and comply with the current edition of both the Manual on Uniform Traffic Control Devices (MUTCD). All traffic control devices shall be properly located, maintained, and kept clean and legible by the Contractor to provide for safe pedestrian and traffic flow at all times. The Contractor shall have specific persons designated to monitor traffic control devices and correct problems. The Contractor shall furnish the City with names and phone numbers of these persons plus a phone number for after-hour problems. Partial payments will be made based upon the amount of work completed as a percentage of the original contract lump sum. Refer to the J Sheets.

Division 9		Site Work and Landscaping				
9.01	9010-A	Conventional Seeding, Seeding, Fertilizing, and Mowing, Type 1		Item includes removal of rock and other debris from the area; repairing of hills and washes; preparing the seedbed; furnishing and placing seed, including any treatment required; furnishing and placing fertilizer and mulch; and furnishing water and other care items during the care period.	AC	0.49
9.02	9010-D	Watering		Assumed 50 gallons per 100-square feet for 14 waterings.	M GAL	149.40
9.03	9040-D-1	Filter Sock, 9 in.		Item includes placement and anchoring of filter socks along the perimeter of grading areas where runoff can carry sediment beyond the right-of-way or onto adjacent paved areas; that may also be used as ditch checks for shallow flowing ditches. Also, filter socks to be placed around all area filter inlets and storm sewers/culvert inlets. Prior to placement in each construction stage, verify location of filter socks with the Engineer.	LF	860.00
9.04	9040-D-2	Filter Socks, Removal		Item includes all labor and materials necessary for installation, removal, and off-site disposal of accumulated sediment, and removal of the device upon completion of the project.	LF	860.00
9.05	9040-T-1	Inlet Protection Device, Grate Inlet Sediment Bag			EA	5.00
9.06	9040-T-1	Inlet Protection Device, Manhole Well			EA	14.00
9.07	9040-T-2	Inlet Protection Device, Maintenance			EA	14.00
Division 11		Miscellaneous				
11.01	11.010-A	Construction Survey		This bid item shall be in accordance with Section 2326 of the IDOT Standard Specifications. It shall include all detailed survey and staking necessary for completion of the attached plans and specifications, with the exception of items described in item 11.02 noted below. This item includes, but is not limited to: staking and re-staking of easements, ROW, utility improvements, grading and paving. The Contractor is responsible for maintaining control points and benchmarks during construction and shall employ the services of a professional licensed land surveyor registered in the State of Iowa for this bid item. Any interpolation or additional calculations necessary shall be considered incidental. Partial payments will be made based upon the amount of work completed as a percentage of the original contract lump sum. Refer to the 6 sheets for survey information.	LS	1.00
11.02	11.010-A-2	Pedestrian Facility Construction Survey and Staking		This bid item is to furnish all survey and staking necessary for construction and verification of new pedestrian facilities. Pedestrian facilities include sidewalk, shared use paths, pedestrian ramps and crosswalks. The bid item shall also include as-built drawings with the measured slope reported in the as-built slope column of the Stakewalk Compliance Spreadsheet located within the plan set. Extra slope precision effort is required; however a licensed land surveyor is not required for this bid item. All new pedestrian facilities shall be compliant with current Americans with Disabilities Act (ADA) Regulations, SDAS Specifications, and the attached plans and specifications. Any pedestrian facilities determined after construction to be outside the ADA tolerances provided within the project plans and specifications shall be removed and replaced at the Contractor's expense. Further description of the compliance and acceptance process is included in the General Notes for Construction. Final acceptance of the project will not be granted until all Pedestrian Facility as-builts are submitted, reviewed and verified by the Engineer.	LS	1.00
11.03	11.020-A	Mobilization		This bid item shall be defined by SDAS Section 1010. It shall include, but not be limited to mobilization of personnel, equipment and supplies for all items under the contract. Partial payments will be made as per SDAS Section 1050. Contractor to coordinate with property owners and city staff to maintain waste collection at all times.	LS	1.00
11.04	11.030-B	Maintenance of Solid Waste Collection		Item includes providing the concrete washwater containment, collection, and disposal. If a proper washout is not documented, payment of this item may be withheld or made partial payment.	LS	1.00
11.05	11.050-A	Concrete Washout			LS	1.00

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**2026/27 STREET RECONSTRUCTION PROGRAM -
N AVE FROM 5TH ST TO 8TH ST**

City of Nevada

2026

WHKS No. 10540

whks

engineers + planners + land surveyors

**SECTION 00 01 10
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PROPOSAL FORM

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To construct 2026/27 Street Reconstruction Program – N Avenue from 5th St to 8th St

To: The City Council
Nevada, Iowa

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Provisions and Technical Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

As evidence of good faith in submitting this Proposal, the undersigned encloses a bid security as required by the Notice, which, in case he/she refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Owner, as liquidated damages.

The undersigned agrees to execute the Standard Form of Contract upon written notice of acceptance of the bid as accepted and give bond with good and sufficient surety or sureties and in the required amounts within ten (10) days after the prescribed forms are presented for signature or forfeit the bid security furnished herewith.

The undersigned understands that the breakdown of proposal items into various categories of work is for the convenience of the Owner. The undersigned agrees to begin work within ten (10) days after "Notice to Proceed" is issued and to complete the same within the contract period shown below:

Beginning Date
10 days after Notice to Proceed

Completion Date
13th day of November, 2026

Any Contractor who proposes any alteration of the plans in any respect from that shown shall submit such proposal to the Engineer for approval at least ten days prior to the letting date.

2026-27 ASPHALT STREET RECONSTRUCTION - N AVE FROM 5TH ST TO 8TH ST

Item No.	Item Code	Item	Unit	Quantity	Unit Price	Total
Division 2						
Earthwork						
2.01	2010-D-1	Topsoil, On-site	CY	1174.0		
2.02	2010-E	Excavation, Class 10, Roadway and Borrow	CY	1511.0		
2.03	2010-E	Excavation, Class 10, Waste	CY	1078.0		
2.04	2010-G	Subgrade Preparation	SY	5239.8		
2.05	2010-I	Subgrade Treatment, Geogrid Type 1	SY	5925.7		
2.06	2010-J	Subbase, Modified Subbase, 6"	SY	5925.7		
						Division 2 Subtotal
Division 3						
Trench and Trenchless Construction						
3.01	3010-D	Replacement of Unsuitable Backfill Material	CY	50.0		
						Division 3 Subtotal
Division 4						
Sewers and Drains						
4.01	4020-A-1	Storm Sewer, Trenched, RCP Class III, 15"	LF	40.0		
4.02	4020-A-1	Storm Sewer, Trenched, PVC, 12"	LF	8.0		
4.03	4040-A	Subdrain, Type 2, 6" PVC	LF	1805.4		
4.04	4040-C-1	Subdrain Cleanout, A-1, 6"	EA	10.0		
4.05	4040-D-1	Subdrain Outlets and Connections, Structure, 6"	EA	10.0		
4.06	4050-H-1	Spot Repairs by Pipe Replacement, PVC, 8"	EA	3.0		
4.07	4050-H-1	Spot Repairs by Pipe Replacement, RCP Class III, 18"	EA	1.0		
4.08	4050-H-2	Spot Repairs by Pipe Replacement, PVC, 8"	LF	251.0		
4.09	4050-H-2	Spot Repairs by Pipe Replacement, RCP Class III, 18"	LF	10.0		
						Division 4 Subtotal
Division 6						
Structures for Sanitary and Storm Sewers						
6.01	6010-A	Manhole, SW-301, 48"	EA	2.0		
6.02	6010-A	Manhole, SW-401, 48"	EA	4.0		
6.03	6010-B	Intake, SW-501	EA	8.0		
6.04	6010-B	Intake, SW-502 (48")	EA	1.0		
6.05	6010-B	Intake, SW-507	EA	1.0		
6.06	6010-B	Intake, SW-541	EA	1.0		
6.07	6010-E-1	Manhole Adjustment, Minor	EA	2.0		
6.08	6010-H-1	Remove Manhole	EA	8.0		
6.09	6010-H-2	Remove Intake	EA	9.0		
						Division 6 Subtotal
Division 7						
Streets and Related Work						
7.01	7010-E	Curb and Gutter, 2.5', 7"	LF	2381.0		
7.02	7020-A	Pavement, ST, 4 IN. Asphalt, Base Course, 3/4 IN., PG58-28S	TON	851.7		
7.03	7020-A	Pavement, ST, 1.5 IN. Asphalt, Intermediate Course, 1/2 IN., PG58-28S	TON	319.4		
7.04	7020-A	Pavement, ST, 1.5 IN. Asphalt, Surface Course, 1/2 IN., PG58-28S	TON	319.4		
7.05	7030-A-1	Removal of Sidewalk	SY	444.0		
7.06	7030-A-3	Removal of Driveway	SY	591.7		
7.07	7030-E	Sidewalk, PCC, 4 in.	SY	265.3		
7.08	7030-E	Sidewalk, PCC, 6 in.	SY	268.4		
7.09	7030-G	Detectable Warning	SF	160.0		
7.10	7030-H-1	Driveway, Paved, Type A, 6"	SY	646.3		
7.11	7030-H-1	Driveway, Paved, Type A, 7"	SY	84.7		
7.12	7030-H-2	Driveway, Granular, 6"	SY	165.1		
7.13	7040-H	Pavement Removal	SY	4594.0		
						Division 7 Subtotal
Division 8						
Traffic Control						
8.01	8020-B	Painted Pavement Markings, High-Build	STA.	2.2		
8.02	8030-A	Temporary Traffic Control	LS	1.0		
						Division 8 Subtotal
Division 9						
Site Work and Landscaping						
9.01	9010-A	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.5		
9.02	9010-D	Watering	M GAL	149.4		
9.03	9040-D-1	Filter Sock, 9 In.	LF	860.0		
9.04	9040-D-2	Filter Socks, Removal	LF	860.0		
9.05	9040-T-1	Inlet Protection Device, Grate Intake Sediment Bag	EA	8.0		
9.06	9040-T-1	Inlet Protection Device, Manhole Well	EA	6.0		
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	14.0		
						Division 9 Subtotal
Division 11						
Miscellaneous						
11.01	11,010-A	Construction Survey	LS	1.0		
11.02	11010-A-2	Pedestrian Facility Construction Survey and Staking	LS	1.0		
11.03	11,020-A	Mobilization	LS	1.0		
11.04	11,030-B	Maintenance of Solid Waste Collection	LS	1.0		
11.05	11,050-A	Concrete Washout	LS	1.0		
						Division 11 Subtotal
						Base Bid Total

The undersigned has completed the attached Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The right is reserved, as the interest of the Owner, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____

The Contractor understands that this Proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

Dated this _____ day of _____, _____.

Company Name

Company Owner/Officer Printed Name

Company Owner/Officer Signature

Address _____

E-mail _____

The Mayor announced that bids for the construction of the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St had been received before 2:00 p.m., on April 21, 2026, in the office of the City Clerk, City Hall, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and WHKS (the “Project Engineers”) made their recommendations thereon to the City Council. The bids received for the construction of the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Manatts Inc. 2120 E. 13th Street Ames, Iowa 50010	\$1,035,490.68
Caster Construction LLC 1515 Ave O Fort Dodge, Iowa 50501	\$869,685.01

See Attached Bid Tab for Details

It was moved by Council Member _____ and seconded by Council Member _____ that this meeting be adjourned to _____, 2026, at 6 o'clock p.m., at the City Hall, Nevada, Iowa, at which time and place the City Council will meet to further consider such proposals.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

BID TABULATION

PROJECT: 2026-27 Asphalt Street Reconstruction - N Ave From 8th St to 8th St - as Per Addendum 2
 WHKS PROJECT #: 10540
 LETTING DATE: 21-Apr-26
 PREPARED BY: WHKS & Co.

Item No.	Item Code	Item	Unit	Quantity	Unit Price	Total	Name: Mamark's, Inc.		Client: Construction LLC		Total	Unit Price	Total	Unit Price	Total
							Location: Ames, IA	Port Dodge, IA							
Division 2 - Earthwork															
2.01	2010-D-1	Topsoil, On-site	CY	1174.0	\$5.00	\$5,870.00	\$5.00	\$5,870.00	\$17.50	\$20,545.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.02	2010-E	Excavation, Class 10, Roadway and Borrow	CY	1511.0	\$10.00	\$15,110.00	\$10.00	\$15,110.00	\$15.00	\$22,665.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.03	2010-E	Excavation, Class 10, Waste	CY	1078.0	\$12.00	\$12,936.00	\$12.00	\$12,936.00	\$8.00	\$8,702.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.04	2010-G	Subgrade Preparation	SY	5235.8	\$3.50	\$18,328.30	\$3.50	\$18,328.30	\$5.25	\$27,488.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.05	2010-I	Substrate Treatment, Geogrid Type 1	SY	5925.7	\$4.00	\$23,702.80	\$4.00	\$23,702.80	\$5.25	\$31,177.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.06	2010-J	Subbase, Modified Subbase, 6"	SY	5925.7	\$10.00	\$59,257.00	\$10.00	\$59,257.00	\$11.25	\$66,664.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal				\$138,737.10				\$289,303.48				\$145,817.63	\$0.00
Division 2 - Earthwork															
3.01	3010-D	Replacement of Unsuitable Backfill Material	CY	50.0	\$40.00	\$2,000.00	\$100.00	\$5,000.00	\$95.00	\$4,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal				\$2,000.00				\$4,750.00				\$0.00	\$0.00
Division 4 - Sewers & Drains															
4.01	4020-A-1	Storm Sewer, Trenched, RCP Class III, 15"	LF	40.0	\$100.00	\$4,000.00	\$135.00	\$5,400.00	\$123.00	\$5,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.02	4020-A-1	Storm Sewer, Trenched, PVC, 12"	LF	8.0	\$100.00	\$800.00	\$210.00	\$1,680.00	\$200.00	\$1,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.03	4040-A	Subdrain, Type 2, 6" PVC	LF	1895.4	\$20.00	\$37,908.00	\$23.00	\$43,524.20	\$22.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.04	4040-C-1	Subdrain Cleanout, A-1, 6"	EA	10.0	\$600.00	\$6,000.00	\$630.00	\$6,300.00	\$600.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.05	4040-D-1	Subdrain Outlets and Connections, Structure, 6"	EA	10.0	\$4,000.00	\$40,000.00	\$3,150.00	\$31,500.00	\$3,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.06	4050-H-1	Spot Repairs by Pipe Replacement, PVC, 8"	EA	3.0	\$3,000.00	\$9,000.00	\$525.00	\$1,575.00	\$500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.07	4050-H-1	Spot Repairs by Pipe Replacement, RCP Class III, 18"	EA	1.0	\$3,000.00	\$3,000.00	\$525.00	\$525.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.08	4050-H-2	Spot Repairs by Pipe Replacement, PVC, 8"	LF	251.0	\$100.00	\$25,100.00	\$95.00	\$23,845.00	\$89.00	\$22,339.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.09	4050-H-2	Spot Repairs by Pipe Replacement, RCP Class III, 18"	LF	10.0	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$193.00	\$1,930.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal				\$91,508.00				\$85,989.20				\$81,747.80	\$0.00
Division 6 - Structures for Sanitary and Storm Sewers															
6.01	6010-A	Manholes, SW-301, 48"	EA	2.0	\$5,000.00	\$10,000.00	\$7,300.00	\$14,600.00	\$5,260.00	\$10,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.02	6010-A	Manhole, SW-401, 48"	EA	4.0	\$6,000.00	\$24,000.00	\$9,000.00	\$36,000.00	\$7,016.00	\$28,064.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.03	6010-B	Inlets, SW-301	EA	8.0	\$5,200.00	\$41,600.00	\$4,250.00	\$34,000.00	\$4,088.00	\$32,704.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.04	6010-B	Inlets, SW-302 (48")	EA	1.0	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$4,685.00	\$4,685.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.05	6010-B	Inlets, SW-307	EA	1.0	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$5,680.00	\$5,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.06	6010-B	Inlets, SW-341	EA	1.0	\$9,200.00	\$9,200.00	\$7,200.00	\$7,200.00	\$7,100.00	\$7,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.07	6010-E-1	Manhole Adjustment, Minor	EA	2.0	\$1,700.00	\$3,400.00	\$4,000.00	\$8,000.00	\$3,750.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.08	6010-H-1	Remove Manhole	EA	8.0	\$2,000.00	\$16,000.00	\$325.00	\$2,600.00	\$300.00	\$2,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.09	6010-H-2	Remove Inlets	EA	9.0	\$2,000.00	\$18,000.00	\$550.00	\$4,950.00	\$500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal				\$135,700.00				\$127,150.00				\$109,813.00	\$0.00
Division 7 - Streets and Related Work															
7.01	7010-E	Curb and Gutter, 2.5', 7"	LF	2381.0	\$50.00	\$119,050.00	\$26.00	\$61,906.00	\$35.50	\$84,525.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.02	7020-A	Pavement, ST, 4 IN. Asphalt, Base Course, 3/4 IN., PG58-28S	TON	851.7	\$125.00	\$106,462.50	\$115.00	\$97,945.50	\$119.00	\$101,322.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.03	7020-A	Pavement, ST, 1.5 IN. Asphalt, Intermediate Course, 1/2 IN., PG58-28S	TON	319.4	\$125.00	\$39,925.00	\$145.00	\$46,313.00	\$151.00	\$48,229.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.04	7020-A	Pavement, ST, 7.5 IN. Asphalt, Surface Course, 1/2 IN., PG56-29S	TON	319.4	\$125.00	\$39,925.00	\$145.00	\$46,313.00	\$151.00	\$48,229.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.05	7030-A-1	Removal of Sidewalk	SY	444.0	\$25.00	\$11,100.00	\$18.00	\$7,992.00	\$7.50	\$3,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.06	7030-A-3	Removal of Driveway	SY	591.7	\$25.00	\$14,792.50	\$18.00	\$10,650.60	\$7.50	\$4,437.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.07	7030-E	Sidewalk, PCC, 4 in.	SY	265.3	\$30.00	\$7,959.00	\$30.00	\$7,959.00	\$24.00	\$6,367.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.08	7030-E	Sidewalk, PCC, 6 in.	SY	268.4	\$70.00	\$18,788.00	\$60.00	\$16,104.00	\$87.00	\$23,350.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.09	7030-G	Detachable Warning	SF	160.0	\$65.00	\$10,400.00	\$63.00	\$10,080.00	\$60.00	\$9,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.10	7050-H-1	Driveway, Paved, Type A, 6"	SY	646.3	\$65.00	\$42,009.50	\$63.00	\$40,720.50	\$79.50	\$51,380.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.11	7050-H-1	Driveway, Paved, Type A, 7"	SY	84.7	\$70.00	\$5,929.00	\$100.00	\$8,470.00	\$89.00	\$7,543.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.12	7050-H-2	Driveway, Granular, 6"	SY	185.1	\$20.00	\$3,702.00	\$20.00	\$3,702.00	\$19.30	\$3,568.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.13	7040-H	Pavement Removal	SY	4564.0	\$14.00	\$63,896.00	\$9.50	\$43,358.00	\$5.70	\$26,115.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal				\$487,664.50				\$431,498.38				\$394,800.00	\$0.00
Division 8 - Traffic Control															
8.01	8020-B	Painted Pavement Markings, High-Build	STA.	2.2	\$600.00	\$1,200.00	\$900.00	\$1,800.00	\$950.00	\$2,070.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.02	8030-A	Temporary Traffic Control	LS	1.0	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$8,140.00	\$8,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal				\$20,000.00				\$17,140.00				\$17,140.00	\$0.00
Division 9 - Sitework and Landscaping															
9.01	9010-A	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.5	\$2,500.00	\$1,250.00	\$2,500.00	\$2,500.00	\$8,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.02	9010-D	Watering	MGAL	148.4	\$5.00	\$742.00	\$7.00	\$1,038.80	\$65.00	\$9,622.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.03	9040-D-1	Filter Sock, 9 in.	LF	860.0	\$2.50	\$2,150.00	\$2.00	\$1,720.00	\$1.90	\$1,634.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.04	9040-D-2	Filter Sock, 9 in.	LF	860.0	\$0.50	\$430.00	\$0.50	\$430.00	\$0.10	\$86.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.05	9060-T-1	Inlet Protection Device, Grate Inlet Sediment Bag	EA	8.0	\$250.00	\$2,000.00	\$203.00	\$1,624.00	\$185.00	\$1,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.06	9040-T-1	Inlet Protection Device, Manhole Well	EA	6.0	\$280.00	\$1,680.00	\$203.00	\$1,218.00	\$185.00	\$1,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.07	9040-T-2	Inlet Protection Device, Maintenance	EA	14.0	\$50.00	\$700.00	\$11.00	\$154.00	\$10.00	\$140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1421 South Bell, Suite 103
Ames, IA 50010-7710
Phone: 515.663.9997
Email: ames@whks.com
Website: www.whks.com

whks

engineers + planners + land surveyors

April 22, 2026

Mr. Jordan Cook
City Administrator
City of Nevada, Iowa
1209 6th Street
Nevada, Iowa 50201

RE: Nevada, Iowa
2026-27 Asphalt Street Reconstruction - N Ave from 5th St to 8th St
Recommendation of Contractor for Project Contract Award

Dear Mr. Cook:

On Tuesday, April 21, 2026, two bids were received for the 2026-27 Asphalt Street Reconstruction - N Ave from 5th St to 8th St project. The total low bid for the work was **\$869,685.01**, submitted by **Castor Construction, LLC, of Fort Dodge, Iowa**. The estimated cost for the project work was \$967,296.60. Please refer to the attached Bid Tabulation.

WHKS & Co. recommends that City Council adopt a resolution to:

- a. Accept the report of bids for the 2026-27 Asphalt Street Reconstruction - N Ave from 5th St to 8th St project.
- b. Approve the final plans and specifications for this project.
- c. Award the 2026-27 Asphalt Street Reconstruction - N Ave from 5th St to 8th St project to Castor Construction, LLC, of Fort Dodge, Iowa in the amount of \$869,685.01.

If you have any questions or require additional information, please contact our office.

Sincerely,

WHKS & CO.



John Joiner, P.E.
Project Manager

cc: Erin Mousel
Lucas Battani
Derek Thomas, P.E.

MINUTES OF MEETING TO AWARD
CONTRACTS

Nevada, Iowa

April 27, 2026

The City Council of the City of Nevada, Iowa, met on April 27, 2026, at 6:00 o'clock p.m., at the City Council Chambers, in the City, pursuant to adjournment and the rules of this Council.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: __

Absent: __

The City Council further considered proposals received for the proposed 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St and embodied its findings in the resolution next hereinafter referred to.

Council Member __ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member __; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: __

Nays: __

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION NO. 074 (2025/2026)

Resolution awarding contract for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St (the “Project”); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contracts for the Project;

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

Section 1. The bids for the Project submitted by the following contractors are fully responsive to the plans and specifications for the Project, are heretofore approved by the City Council, and are the lowest responsible bids received, such bids being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Castor Construction LLC 1515 Ave O Fort Dodge, Iowa 50501	\$869,685.01

Section 2. The contracts for the Project are hereby awarded to such contractors at the total estimated costs set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contracts to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidders’ written proposals.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with each of the said contractors for the Project, but only after each contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contracts or surety bonds.

Section 4. The amount of each contractor’s performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 27, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

••••

On motion and vote, the meeting adjourned.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the 2026/27 Street Reconstruction Program – N Avenue 5th St to 8th St, including a true, correct and complete copy of the resolutions referred to in such minutes.

WITNESS MY HAND this _____ day of _____, 2026.

Erin Mousel, City Clerk

USA TODAY CO.

PO Box 631851 Cincinnati, OH 45263-1851



AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Nevada
1209 6Th ST

Nevada IA 50201-1536

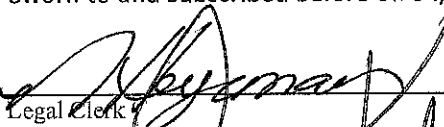
STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

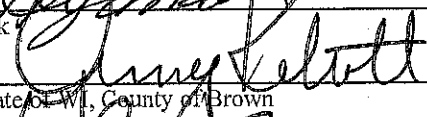
AMS amestrib.com 04/16/2026
AMS Nevada Journal 04/16/2026

and that the fees charged are legal.

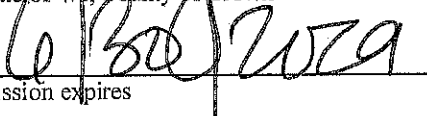
Sworn to and subscribed before on 04/16/2026



Legal Clerk



Notary, State of WI, County of Brown



My commission expires

Publication Cost: \$30.72
Tax Amount: \$0.00
Payment Cost: \$30.72
Order No: 12203173 # of Copies: 0
Customer No: 842186
PO #: LIOW0488101

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

Notice of Public Hearing on Proposed Plans and Specifications, Form of Contract and Estimate of Cost for the 2026/2027 Street Reconstruction Program - N Ave from 5th St to 8th St, Nevada, Iowa
Notice is Hereby Given: That at 8:00 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201 on April 27, 2026, the City Council of the City of Nevada, Iowa (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 2026/27 Street Reconstruction Program - N Avenue from 5th St to 8th St (the "Project").
The Project shall consist of:
The extent of the work involved is the furnishing of labor and new materials for the construction of a new asphalt street, but not limited to the following: asphalt paving, new concrete curb and gutter, storm structure replacement, sanitary structure replacement, new storm pipe, new sanitary pipe, new driveway paving, and new sidewalk paving. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.
A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.
At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.
Erin Mousel, City Clerk
April 16 2026
LIOW0488101

MINUTES OF MEETING TO APPROVE
PLANS AND SPECIFICATIONS, FORMS OF
CONTRACT AND ESTIMATE OF COST
AND TO CONSIDER BIDS

Nevada, Iowa

April 27, 2026

The City Council of the City of Nevada, Iowa, met on April 27, 2026 at 6:00 p.m., at the Council Chambers, City Hall, Nevada, Iowa, pursuant to published notice.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: ____

Absent: ____

The Mayor announced that this was the time and place set for hearing on the plans and specifications, forms of contract and estimate of cost for the proposed Trunkline Manhole Rehabilitation

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, forms of contract and estimate of cost for the Trunkline Manhole Rehabilitation as follows:

The City Council heard said objectors and evidence for or against the proposed Trunkline Manhole Rehabilitation; whereupon, the Mayor declared the hearing closed.

Council Member ___ introduced the following resolution and moved its adoption, seconded by Council Member ___; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: ___

Nays: ___

Whereupon, the Mayor declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. 075 (2025/2026)

Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the Trunkline Manhole Rehabilitation

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the Trunkline Manhole Rehabilitation (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on April 27, 2026;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 27, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

LETTING DATE
APR 21, 2026

CITY OF NEVADA

NEVADA TRUNKLINE MANHOLE REHABILITATION

Project 10539

CITY OF NEVADA

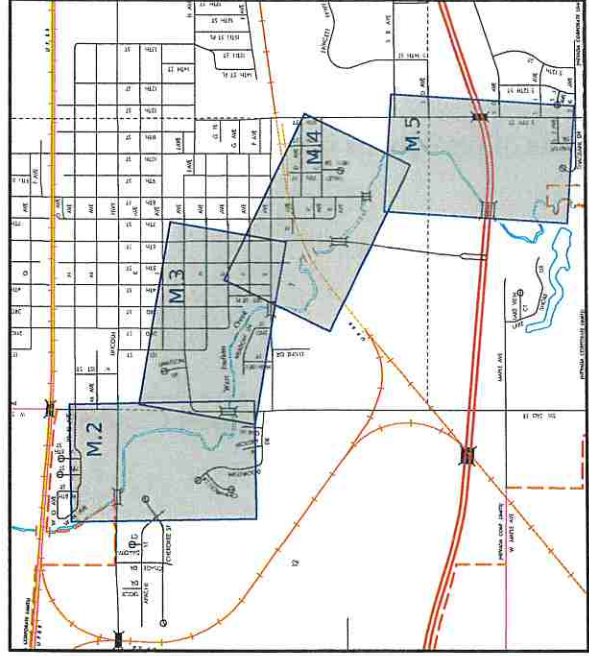
NEVADA TRUNKLINE MANHOLE REHABILITATION

CITY OF NEVADA

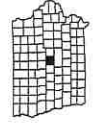
Project 10539

THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2026 EDITION AND CONTRACT DOCUMENT SPECIFICATIONS SHALL APPLY TO THIS PROJECT.

No.	DESCRIPTION
A Sheets	Title Sheets
* A.1	Title Sheet
B Sheets	Typical Sections and Details
B.1 - 3	Details
C Sheets	Quantities and General Information
C.1	Estimate Reference Information
C.2	Estimate Quantities
C.3	General Notes & Instructions
C.4	Sanitary Sewer Sheets
M Sheets	Sanitary Sewer Aerial View
* M.1 - 5	* Color Plan Sheets



LOCATION MAP - PART OF CITY OF NEVADA
(Not to Scale)



REVISIONS

UTILITY CONTACT INFORMATION	
UTILITY	City of Nevada
Contact Name	Joe Mousel
Phone	(515) 382-5466

General Notes:

- LOCATIONS OF MANHOLES, PIPES, ETC. ARE APPROXIMATE. CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED BY IOWA ONE CALL SERVICES UNLESS DIRECTED BY THE ENGINEER. PROTECT UTILITIES.
- MANHOLES ARE CONFINED SPACES. CONTRACTOR TO FOLLOW ALL OSHA CONFINED SPACE ENTRY REQUIREMENTS. SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR.
- NO WORK SHALL TAKE PLACE IN THE 4H / FAIRGROUNDS AREA ON THE FOLLOWING DATES: JULY 15-19 (STORY COUNTY FAIR) AUGUST 28-30 (LINCOLN HIGHWAY DAYS)

REVIEWED AND APPROVED FOR CONSTRUCTION	DATE
JORDAN COOK DIRECTOR CITY OF NEVADA, IA	

IOWA PROFESSIONAL ENGINEERS LICENSED

John C. Janner
Janner
1256
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: John C. Janner Date: 03-17-26

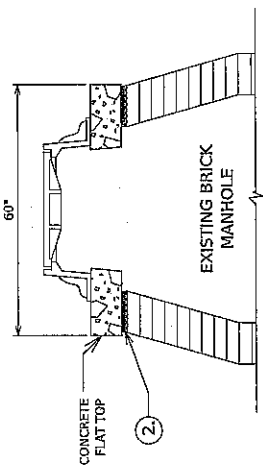
Printed or Typed Name: John C. Janner License Number: 13161 My license renewal date is December 31, 2026.

ALL SHEETS

Pages or sheets covered by this seal:

NOTES:

1. REMOVE AND DISPOSE OF EXISTING FLAT TOP.
2. REPLACE ANY BROKEN OR MISSING BRICKS TO FORM A SOUND BEARING SURFACE. UP TO 2 COURSES OF BRICK ARE INCLUDED IN THIS ITEM. CLEAN AND INSPECT TOP SURFACE OF CONE. SURFACE SHOULD BE FREE OF LUMPS, PITS, AND DAMAGE THAT WILL PREVENT A WATER TIGHT SEAL. UTILIZE HIGH STRENGTH HYDRAULIC CEMENT TO SMOOTH BRICK STRUCTURE AS NEEDED TO ENABLE A WATER TIGHT SEAL.
3. FSI NEW FLAT TOP SECTION PER SUDAS 60310.302 AND CHIMNEY SEAL EXTERNAL CHIMNEY SEAL (CRETEX WITH STAINLESS STEEL BANDS, WRAPID-SEAL, SSI INFINI-SHIELD), TYPE C CASTING (SW-603), AND EXTERNAL COVER SEAL AND SECURE CASTING WITH BOLTS AND BUTYL RUBBER SEALANT TO FROM A WATER TIGHT SEAL.

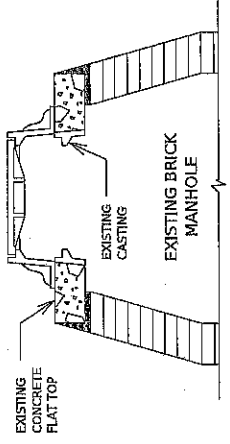


REPLACE FLAT TOP

WHKS-1

NOTES:

1. REMOVE EXISTING LID.
2. FURNISH NEW TYPE C CASTING (SW-603) AND BOLTS.
3. DRILL HOLES AND INSTALL NEW CASTING SEAL CASTING AND BOLT HOLES WITH BUTYL RUBBER SEALANT.

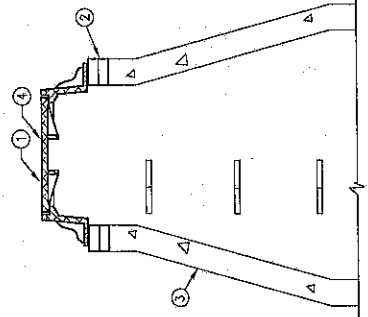


FLAT TOP CASTING REPAIR

WHKS-2

NOTES:

1. REMOVE EXISTING LID & CASTING. FSI TYPE C CASTING (SW-603), SEAL CASTING WITH BUTYL RUBBER SEALANT. CASTING SHALL COMPLY WITH SUBSAS SECTION 6030. FOR ALL MANHOLES LOCATED IN FLOOD PLAIN OR DRAINAGE SWALE, PROVIDE BOLT DOWN COVERS.
2. REMOVE EXISTING ADJUSTING RINGS DOWN TO PRECAST CONNECTION. CLEAN AND INSPECT TOP SURFACE OF CONE. SURFACE SHOULD BE FREE OF LUMPS AND DAMAGE THAT WILL PREVENT A WATER TIGHT SEAL. GRIND PRECAST CONE SECTION AS REQUIRED TO SMOOTH TO ENABLE A WATER TIGHT SEAL. FSI NEW ADJUSTING RINGS. NEW RINGS SHALL BE FULLY MORTARED. CONTRACTOR TO DETERMINE AMOUNT OF ADJUSTMENT RINGS REQUIRED IN THE FIELD.
3. EXISTING PRECAST CONCRETE TO REMAIN.
4. FINISHED RIM ELEVATION 1/4" BELOW GRADE.
5. FSI NEW EXTERNAL CHIMNEY SEAL (CRETEX WITH STAINLESS STEEL BANDS, WRAPID-SEAL SSI INFINI-SHIELD) OR EQUAL PER MANUFACTURER'S RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO INSTALLATION OF PRIMER, PREPARATION OF MATERIALS, INSTALLATION, PATCHES, HEAT TREATMENT, AND TESTING.
6. THIS DETAIL ALSO APPLIES TO EXISTING FLAT TOP MANHOLES AT FLAT TOP MANHOLES REMOVE AND REPLACE CASTING AND CHIMNEY. EXISTING FLAT TOP TO REMAIN.
7. FSI 3'x3'11" DEEP CONCRETE AROUND CASTING AT CLEANOUT LOCATIONS.
8. BOLT CASTINGS TO COME OR FLAT TOP IF EXPOSED ABOVE GRADE.



PRECAST MANHOLE CASTING/CHIMNEY RECONSTRUCTION

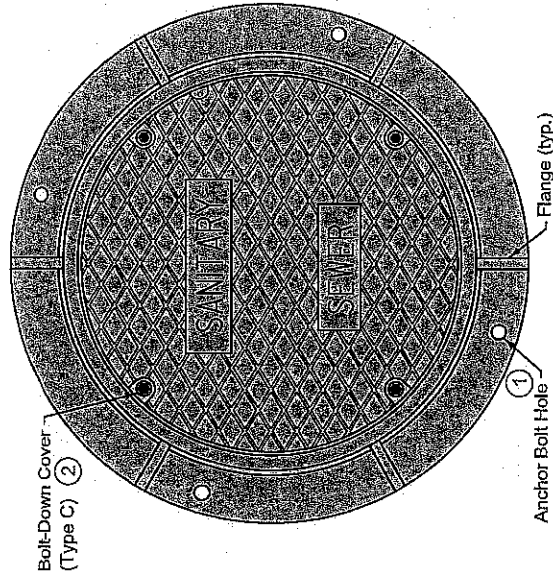
WHKS-3

TYPE A

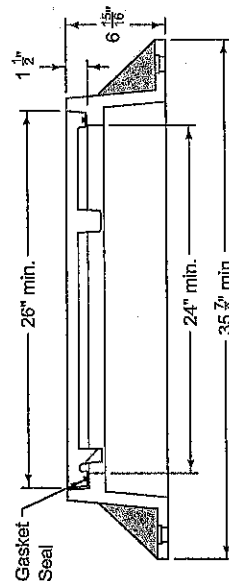
Two-piece fixed casting

TYPE C

Two-piece fixed casting with bolt-down cover ②



PLAN



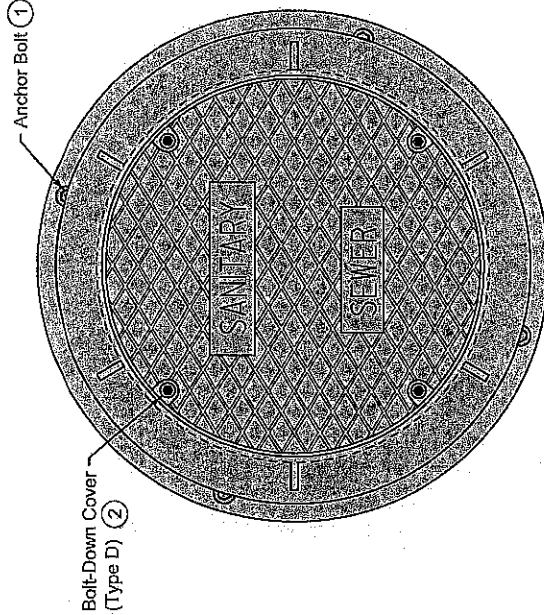
TYPICAL SECTION

TYPE B: HMA

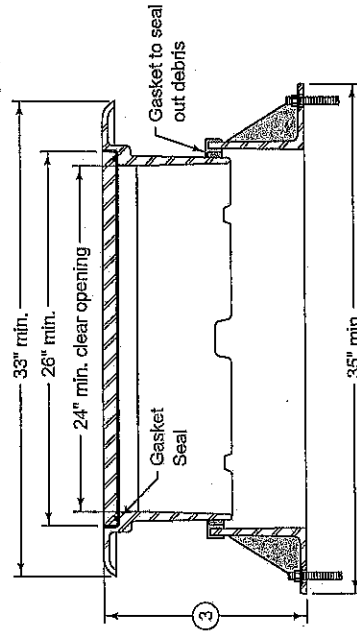
Three-piece floating casting for use in HMA paving

TYPE D: HMA

Three-piece floating casting with bolt-down cover for use in HMA paving ②



PLAN



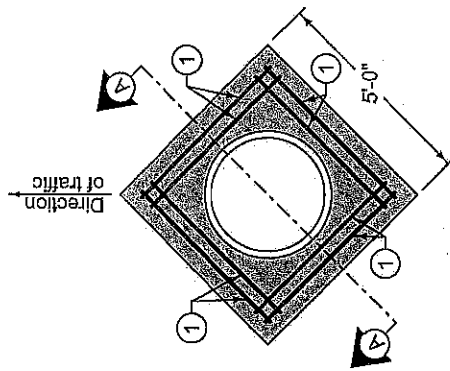
TYPICAL SECTION

Frame Notes:
Size, spacing, and number of lugs and flanges may vary.

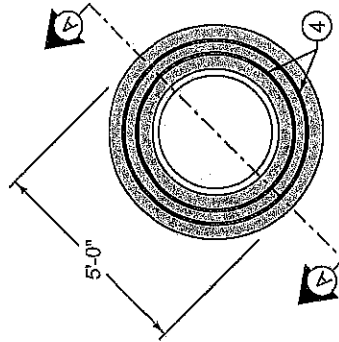
Cover Notes:
Roughness pattern and text style may vary.
Minimum one concealed pickhole.

- ① Anchor the lower frame of all three-piece castings to the manhole structure. When specified in the contract documents, anchor the frame of two-piece castings to the manhole structure. If casting frame does not include anchor holes or slots, drill four 7/8 inch diameter holes, equally spaced around the frame.
- ② If specified, furnish bolt down frame and cover with four 1/2 inch minimum diameter stainless steel, hex nut, recessed cap screws. Secure cover with screws, washers, and rubber gasket seals.
- ③ Casting height varies. Minimum adjustment range of 4 inches.

FIGURE 6010.601	STANDARD ROAD PLAN	REVISION
		4 04-21-20
SW-601		SHEET 1 OF 2
REVISIONS: Add castings for 3-piece HMA casting.		
DESIGN LAYOUT: GUY LANGRISH		
SIGNALS DIRECTOR		
CASTINGS FOR SANITARY SEWER MANHOLES		



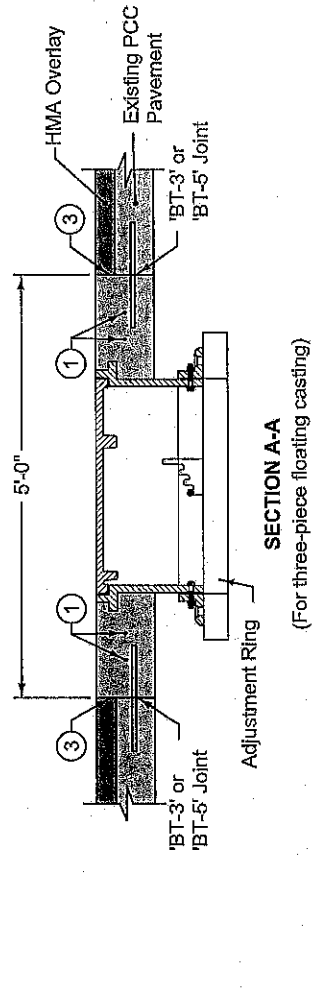
RECTANGULAR



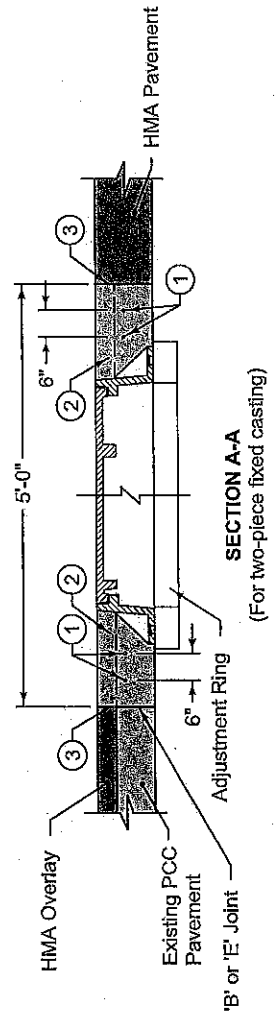
CIRCULAR

Construct boxout with Class C concrete or match pavement class. Minimum 2 inches clear on reinforcement. Minimum 12 inches of concrete between outside of casing and nearest joint. Center casing within boxout area if possible.

- ① 4 foot 8 inch (typ.) #4 bar. Place at mid-slab.
- ② If boxout is constructed prior to placement of HMA overlay or final lift of HMA pavement, boxout may be constructed low, with a 'B' joint in place of the 'E' joint, and then final lift or overlay placed.
- ③ Apply tack coat.
- ④ #4 hoops (variable length). Place at mid-slab.



SECTION A-A
(For three-piece floating casting)



SECTION A-A
(For two-piece fixed casting)

REVISION	2	04-19-22
FIGURE	7020.201	STANDARD ROAD PLAN
REVISIONS:	Amended to 1/2 inch minimum around casing.	
DESIGNER: JAE INCHON ENGINEER		
SHEET NUMBER: B.3		
PROJECT NUMBER: 10539		
CITY OF NEVADA COUNTY		
SHEET NUMBER: B.3		

ESTIMATE REFERENCE INFORMATION FOR NEVADA TRUNKLINE MANHOLE REHABILITATION

ESTIMATE REFERENCE INFORMATION

Bid Item No. TRUNKLINE MANHOLE REHABILITATION

Division 1 – GENERAL (NOT USED)

Division 2 – EARTHWORK (NOT USED)

Division 3 – TRENCH AND TRENCHLESS CONSTRUCTION (NOT USED)

Division 4 – SEWERS AND DRAINS (NOT USED)

Division 5 – WATER MAINS AND APPURTENANCES (NOT USED)

Division 6 – STRUCTURES FOR SANITARY AND STORM SEWERS

6.1 CASTING/CHIMNEY REPLACEMENT PCC MANHOLES (EA). This bid item shall include all equipment, labor, materials, excavation, backfilling, hauling and proper disposal of removed casing/chimney as shown on plans. The removed casing shall become property of the City. Contractor responsible for locating appropriate disposal location for materials, location to be approved by City. This bid item includes replacing the casing and chimney, adjusting rings, external chimney seal, granular subbase, backfill, cleaning and preparing precast cone surface, finishing and associated work including cleanup. Depth of removal and replacement varies per manhole, construct per plans and specifications. Payment shall be per each manhole.

6.2 FLAT TOP CASTING REPAIR (EA) This bid item shall include all equipment, labor, materials, and disposal of materials required to install the casing repair on the flat top per the plans, refer to detail WHKS-2. Payment shall be per each manhole.

6.3 REPLACE FLAT TOP (EA) This bid item shall include all equipment, labor, materials, and disposal of existing flat top required to install the new 60" flat top per the plans, refer to detail WHKS-1. Payment shall be per each manhole.

Division 7 – STREETS AND RELATED WORK

7.1 REMOVE & REPLACE MANHOLE BOXOUT (EA). This bid item shall be to provide a reinforced manhole boxout at all manhole locations in pavement per SUDAS detail PY-201 on sheet B.3. This Manhole Boxout (each) pay item shall be to provide all labor and materials to remove and replace the payment including mobilization, cutting, reinforcement, jointing, and miscellaneous labor to provide the boxout. Adjustment of casting to final grade is incidental to this item. Payment shall be per box-out.

Division 8 – TRAFFIC SIGNALS

8.1 TRAFFIC CONTROL (LS). Traffic control for streets and pedestrian routes shall meet the General Traffic Control Notes in the contract documents and comply with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Refer to additional traffic control and staging notes within the project plans for additional requirements and information. The Contractor shall submit a traffic control plan to the Engineer for approval prior to beginning constructions.

The Contractor shall furnish and maintain all traffic control devices required for the duration of each project location. All traffic control devices shall be properly located, maintained, and kept clean legible by the Contractor to always provide safe pedestrian and traffic flow. The Contractor shall have specific persons designated to monitor traffic control devices and correct problems. The Contractor shall furnish the City with names and phone numbers of these persons plus a phone number for problems.

To minimize traffic disturbances, Contractor shall provide work schedule to City on a weekly basis for approval. Schedule to include pipe ID and location, estimated duration of work, and type of traffic control required.

Measurement and Payment for Traffic Control is lump sum. This item shall include all labor, materials, and equipment necessary to furnish, install, maintain, and remove traffic control devices, provide schedule updates and notifications, perform nighttime work if required, protect excavation areas, and provide related coordination and signage as specified herein. Partial payments will be made based upon the amount of work completed as a percentage of the original contract lump sum.

Division 9 – SITEWORK AND LANDSCAPING

9.1 SITE RESTORATION (SY). This bid item shall include all equipment, labor, and materials required to restore any disturbed areas to their original grade and condition including construction areas and access areas, etc. pavement restoration shall be paid under item 7.1 "Remove & Replace Manhole Boxout." Any pavement broken or damaged beyond the removal limits shall be replaced by the Contractor at no additional cost to the City in accordance with item 7.01. Seeding, fertilizing, seedling, warranty and watering shall be considered incidental and completed in accordance with SUDAS section 9010. Payment shall be by square yard.

A. SUDAS Type 2 or 3 permanent mixture for slopes and ditches (Section 9010) shall be on un-mowed areas unless upon approval of the Engineer.

B. SUDAS Type 1 permanent lawn mixture (Section 9010) shall be used in mowed areas.

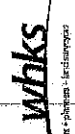
Division 10 – DEMOLITION (NOT USED)

Division 11 – MISCELLANEOUS

11.1 MOBILIZATION (LS). This bid item shall be defined by SUDAS Section 11020. It shall include, but not be limited to mobilization of personnel, equipment and supplies for all items under the contract. Partial payments will be made as per SUDAS Section 1090.

NOTE: All bid items shall include all labor, material, and equipment necessary to complete the operation in accordance with the Plans, Specifications, and the Urban Standard Specifications for Public Improvements Manual unless otherwise noted.

End of Section



ESTIMATED QUANTITIES

Item No.	Item	Unit	Total	As Built Qty.
1	Division 1 - General			
2	Division 2 - Earthwork			
3	Division 3 - Trench and Trenchless Construction			
4	Division 4 - Sewers and Drains			
5	Division 5 - Water Mains and Appurtenances			
6	Division 6 - Structures for Sanitary and Storm Sewers			
6.1	Casting/Chimney Replacement PCC Manholes	EA	30	
6.2	Flat Top Casting Repair	EA	6	
6.3	Replace Flat Top	EA	2	
7	Division 7 - Streets and Related Work			
7.1	Remove & Replace Manhole Boxout	EA	1	
8	Division 8 - Traffic Control			
8.1	Traffic Control	LS	1	
9	Division 9 - Sitemwork and Landscaping			
9.1	Site Restoration	SY	407	
10	Division 10 - Demolition			
11	Division 11 - Miscellaneous			
11.1	Mobilization	LS	1	

SHEET NUMBER C.2

PROJECT NUMBER 10539

CITY OF NEVADA COUNTY

DESIGN TEAM WHKS & CO

ENGINEER

PROJECT NUMBER 10539

FILE NO. 3162226

MH ID.	SHEET #	MH WALL TYPE	MH CONE TYPE	CASTING REPLACEMENT / CHIMNEY	FLAT TOP REPAIR	REPLACE FLAT TOP	MANHOLE BOXOUT	RESTORE OUTSIDE AREA (S.Y.)	REPAIR NOTES
NW-A160	M.2	Precast Concrete	Precast Concrete	X				11	
NW-A165	M.2	Precast Concrete	Precast Concrete	X				11	
NW-A170	M.2	Precast Concrete	Precast Concrete	X				11	
NW-A88-10	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A125	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A130	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A135	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A140	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A145	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A150	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A155	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A80-10	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A80-5	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A85-5	M.2	Precast Concrete	Precast Concrete	X				11	
SW-A28-25A	M.3	Precast Concrete	Precast Concrete	X				11	
SW-A70	M.3	Precast Concrete	Precast Concrete	X				11	
SW-A85	M.3	Precast Concrete	Precast Concrete	X			X	Boxout	
SW-A28-25B.	M.3/4	Precast Concrete	Precast Concrete	X				11	
SE-A30	M.4	Precast Concrete	Precast Concrete	X				11	
SE-A35	M.4	Precast Concrete	Precast Concrete	X				11	
SW-A28-15	M.4	Precast Concrete	Precast Concrete	X				11	

MH ID.	SHEET #	MH WALL TYPE	MH CONE TYPE	CASTING /CHIMNEY REPLACEMENT	FLAT TOP CASTING REPAIR	REPLACE FLAT TOP MANHOLE BOXOUT	RESTORE OUTSIDE AREA (S.Y.)	REPAIR NOTES
SW-A28-20	M.4	Precast Concrete	Precast Concrete	X			11	
SW-A28-5	M.4	Precast Concrete	Precast Concrete	X			11	
SW-A40	M.4	Precast Concrete	Precast Concrete	X			11	
SW-A45	M.4	Precast Concrete	Precast Concrete	X			11	
SW-A55	M.4	Precast Concrete	Precast Concrete	X			11	
SW-A60	M.4	Precast Concrete	Precast Concrete	X			11	
SW-A65	M.4	Precast Concrete	Precast Concrete	X			11	
CITY-1	M.5	Precast Concrete	Precast Concrete	X			11	
SE-A20	M.5	Precast Concrete	Precast Concrete	X			11	
SE-B5-10	M.5	Brick	Brick		X		11	
SE-B5-15	M.5	Brick	Brick		X		11	
SE-B5-20	M.5	Brick	Brick			X	11	
SE-B5-25	M.5	Brick	Brick		X		11	
SE-B5-30	M.5	Brick	Brick		X		11	
SE-B5-35	M.5	Brick	Brick		X		11	
SE-B5-40	M.5	Brick	Brick			X	11	
SE-B5-45	M.5	Brick	Brick		X		11	
TOTALS -				30	6	2	1	Restore Area = 407 SY Boxouts = 1

SHEET NUMBER C.4

PROJECT NUMBER 10539

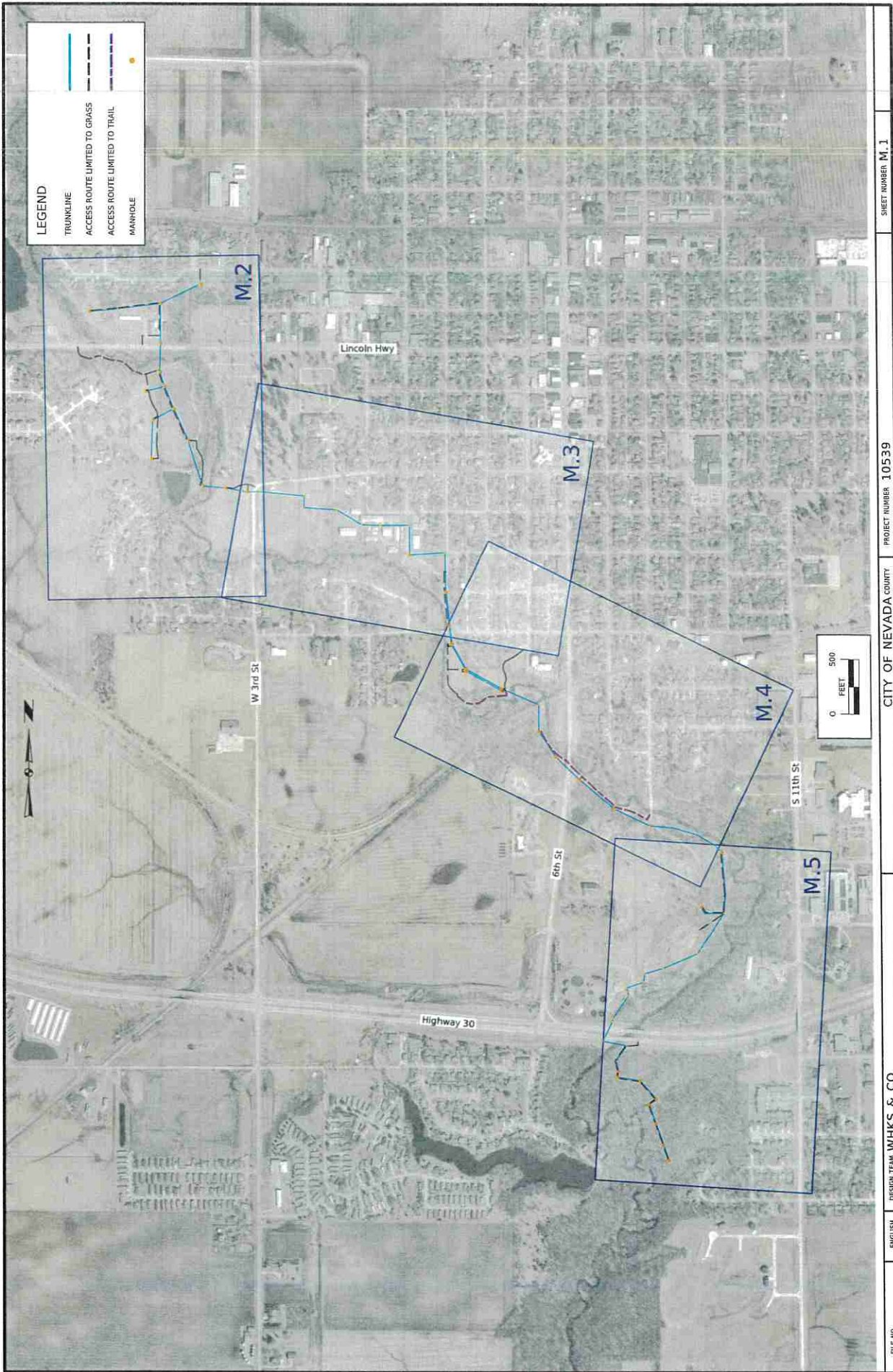
CITY OF NEVADA COUNTY

DESIGN TEAM WHKS & CO

ENGLISH

3/16/2026

FILE NO. 508504-AM



LEGEND

- TRUNKLINE
- ACCESS ROUTE LIMITED TO GRASS
- ACCESS ROUTE LIMITED TO TRAIL
- MANHOLE

SHEET NUMBER M.1

PROJECT NUMBER 10539

CITY OF NEVADA COUNTY

DESIGN TEAM WHKS & CO

ENGLISH

FILE NO. 3/16/2026

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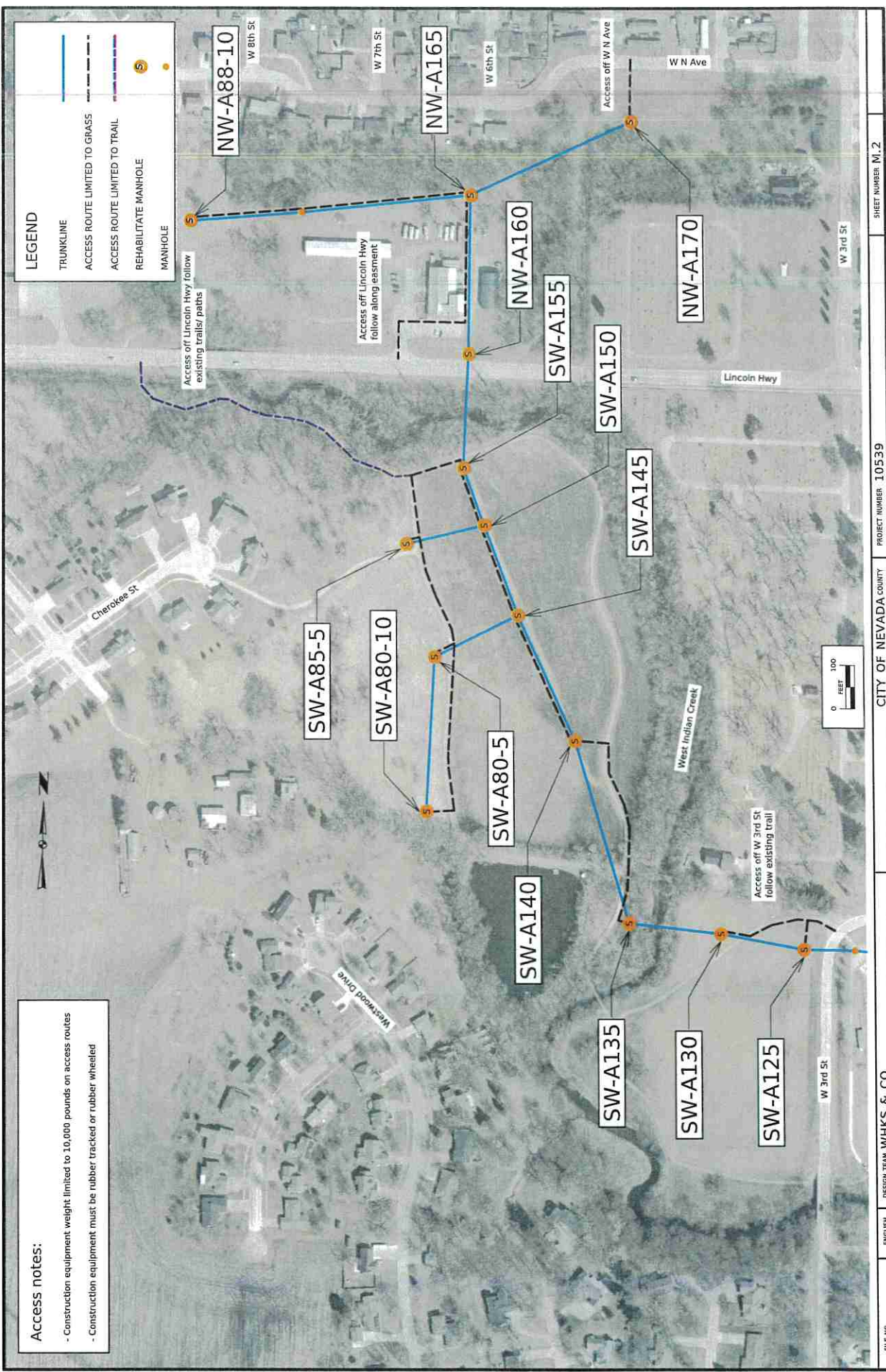
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Access notes:

- Construction equipment weight limited to 10,000 pounds on access routes
- Construction equipment must be rubber tracked or rubber wheeled

LEGEND

- TRUNKLINE
- ACCESS ROUTE LIMITED TO GRASS
- ACCESS ROUTE LIMITED TO TRAIL
- REHABILITATE MANHOLE
- MANHOLE



SHEET NUMBER M.2

PROJECT NUMBER 10539

CITY OF NEVADA COUNTY

DESIGN TEAM WHKS & CO
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FILE NO. 9/22/16 AM
 ENGLISH
 3/16/2026

Access notes:

- Construction equipment weight limited to 10,000 pounds on access routes
- Construction equipment must be rubber-tracked or rubber-wheeled

LEGEND

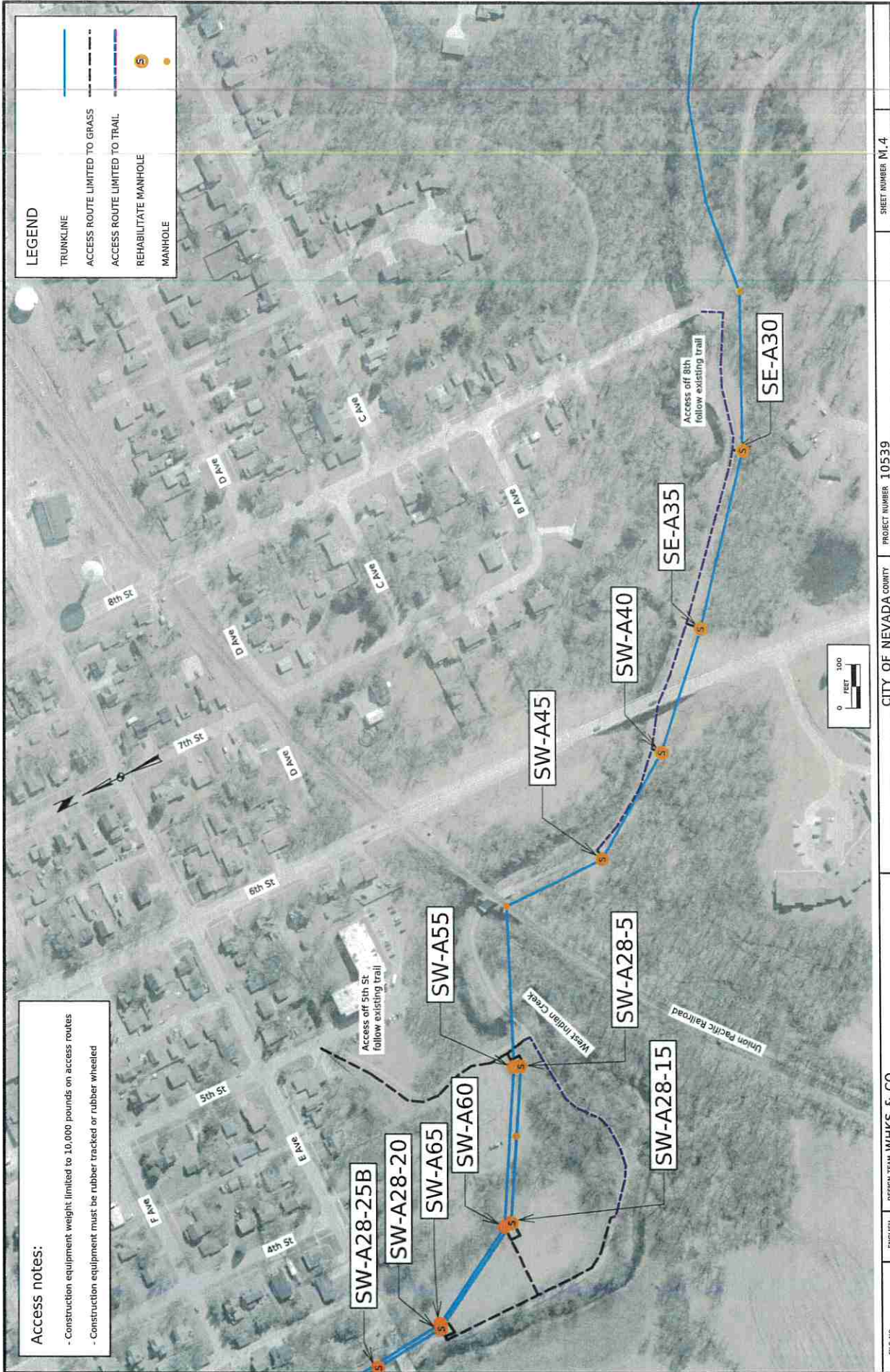
- TRUNKLINE
- ACCESS ROUTE LIMITED TO GRASS
- ACCESS ROUTE LIMITED TO TRAIL
- REHABILITATE MANHOLE
- MANHOLE

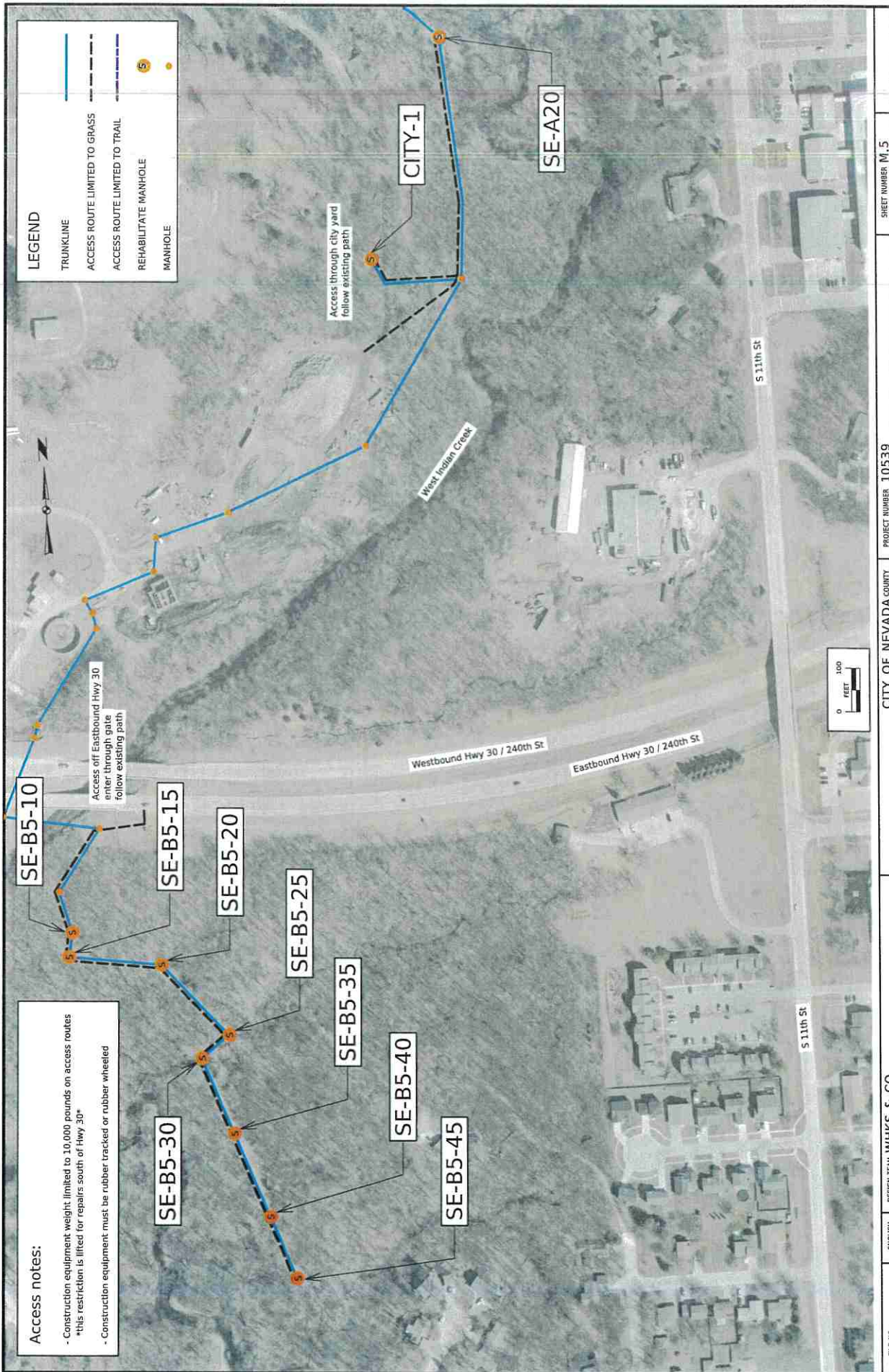


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CITY OF NEVADA COUNTY PROJECT NUMBER 10539 SHEET NUMBER M_3





Access notes:

- Construction equipment weight limited to 10,000 pounds on access routes
this restriction is lifted for repairs south of Hwy 30
- Construction equipment must be rubber tracked or rubber wheeled

LEGEND

- TRUNKLINE
- - - ACCESS ROUTE LIMITED TO GRASS
- · · ACCESS ROUTE LIMITED TO TRAIL
- S REHABILITATE MANHOLE
- MANHOLE

FILE NO. 9:23:15 AM 3/16/2026 ENGLISH systems DESIGN TEAM WHKS & CO pww:whks-pw.bantley.com/whks-pww/01/Documents/Projects/WA10400.26/Trunk Line Sewer/10400.26.005.04/41 CAD/Design/Sheets/SFT_M.2-5_TRUNK CITY OF NEVADA COUNTY PROJECT NUMBER 10539 SHEET NUMBER M.5

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

NEVADA TRUNKLINE MANHOLE REHABILITATION

City of Nevada

2026

WHKS No. 10539

whks

engineers + planners + land surveyors

**SECTION 00 01 10
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 01 01 - Project Title Page
- B. 00 01 03 - City Officials
- C. 00 01 07 - Seals Page
- D. 00 01 10 - Table of Contents
- E. 00 11 13 - Notice to Bidders and Notice of Public Hearing
- F. 00 21 13 - Information for Bidders
- G. 00 42 00 - Proposal Form
- H. 00 42 01 - Bidder Status Form
- I. 00 50 00 - Contract
- J. 00 50 01 - Performance and Maintenance Bond
- K. 00 50 02 - Payment Bond
- L. 00 72 00 - General Conditions

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 11 00 - Special Provisions

DIVISION 33 -- UTILITIES

- A. 33 35 03 - Manhole Rehabilitation

PROPOSAL FORM

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To construct Nevada Trunkline Manhole Rehabilitation

To: The City Council
Nevada, Iowa

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Provisions and Technical Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

As evidence of good faith in submitting this Proposal, the undersigned encloses a bid security as required by the Notice, which, in case he/she refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Owner, as liquidated damages.

The undersigned agrees to execute the Standard Form of Contract upon written notice of acceptance of the bid as accepted and give bond with good and sufficient surety or sureties and in the required amounts within ten (10) days after the prescribed forms are presented for signature or forfeit the bid security furnished herewith.

The undersigned understands that the breakdown of proposal items into various categories of work is for the convenience of the Owner. The undersigned agrees to begin work within ten (10) days after "Notice to Proceed" is issued and to complete the same within the contract period shown below:

Beginning Date
10 days after Notice to Proceed

Completion Date
30th day of October, 2026

Any Contractor who proposes any alteration of the plans in any respect from that shown shall submit such proposal to the Engineer for approval at least ten days prior to the letting date.

NEVADA TRUNKLINE MANHOLE REHABILITATION

Item No.	Item	Unit	Quantity	Unit Price	Total
1	Division 1 - General				
				Subtotal	
2	Division 2 - Earthwork				
				Subtotal	
3	Division 3 — Trench and Trenchless Construction				
				Subtotal	
4	Division 4 — Sewers and Drains				
				Subtotal	
5	Division 5 — Water Mains and Appurtenances				
				Subtotal	
6	Division 6 – Structures for Sanitary and Storm Sewers				
6.1	Casting/Chimney Replacement PCC Manholes	EA	30		
6.2	Flat Top Casting Repair	EA	6		
6.3	Replace Flat Top	EA	2		
				Subtotal	
7	Division 7 – Streets and Related Work				
7.1	Remove & Replace Manhole Boxout	EA	1		
				Subtotal	
8	Division 8 – Traffic Signals				
8.1	Traffic Control	LS	1		
				Subtotal	
9	Division 9 – Sitework and Landscaping				
9.1	Site Restoration	SY	407		
				Subtotal	
10	Division 10 – Demolition				
				Subtotal	
11	Division 11 - Miscellaneous				
11.1	Mobilization	LS	1		
				Subtotal	
				BID TOTAL	

The undersigned has completed the attached Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The right is reserved, as the interest of the Owner, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____

The Contractor understands that this Proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

Dated this _____ day of _____, _____.

Company Name

Company Owner/Officer Printed Name

Company Owner/Officer Signature

Address _____

E-mail _____

The Mayor announced that bids for the construction of the Trunkline Manhole Rehabilitation had been received before 2:00 p.m., on April 21, 2026, in the office of the City Clerk, City Hall, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and WHKS (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the Trunkline Manhole Rehabilitation are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Hydro-Klean, LLC 2120 E. 13th Street Ames, Iowa 50010	\$231,825.00
Caster Construction LLC 1515 Ave O Fort Dodge, Iowa 50501	\$186,235.00
On Track Construction 1435 West F Ave Nevada, Iowa 50201	\$168,125.00
KE Builders LLC 1133 155th Street Boone, Iowa 50036	\$139,070.00
Mainline Construction Inc. 773 NE 47th Pl Des Moines, Iowa 50313	\$176,825.00
Orchard, Inc. 400 NW Sunset Lane Grimes, Iowa 50111	\$132,740.00

See Attached Bid Tab for Details

It was moved by Council Member _____ and seconded by Council Member _____ that this meeting be adjourned to _____, 2026, at 6 o'clock p.m., at the City Hall, Nevada, Iowa, at which time and place the City Council will meet to further consider such proposals.

The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared the said motion duly carried and the meeting was adjourned to the said time and place.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

BID TABULATION

PROJECT: Nevada Trunkline Manhole Rehabilitation
 WHKS PROJECT #: 10538
 LETTING DATE: 21-Apr-26
 PREPARED BY: WHKS & Co.

Item No.	Item Code	Item	Unit	Quantity	Unit Price	Total	Hydro-Klean, LLC Des Moines, Iowa	Castor Construction, LLC Fort Dodge, Iowa	On Track Construction Nevada, Iowa	K&E Builders LLC Boone, Iowa
Division 6 – Structures for Sanitary and Storm Sewers										
6.1	EA	Casting/Chimney Replacement PCC Manholes	EA	30.0	\$ 3,700.00	\$ 111,000.00	\$4,200.00	\$3,682.00	\$3,450.00	\$3,000.00
6.2	EA	Flat Top Casting Repair	EA	6.0	\$ 2,000.00	\$ 12,000.00	\$2,100.00	\$2,400.00	\$3,550.00	\$3,500.00
6.3	EA	Replace Flat Top	EA	2.0	\$ 10,000.00	\$ 20,000.00	\$6,000.00	\$4,770.00	\$4,600.00	\$5,000.00
		Subtotal			\$ 143,000.00	\$ 150,000.00				\$ 134,000.00
Division 7 – Streets and Related Work										
7.1	EA	Remove & Replace Manhole Boxout	EA	1.0	\$ 2,000.00	\$ 2,000.00	\$1,800.00	\$2,800.00	\$3,950.00	\$4,000.00
		Subtotal			\$ 2,000.00	\$ 1,800.00				\$ 3,950.00
Division 8 – Traffic Control										
8.1	LS	Traffic Control	LS	1.0	\$ 5,000.00	\$ 5,000.00	\$5,000.00	\$5,500.00	\$2,800.00	\$5,000.00
		Subtotal			\$ 5,000.00	\$ 5,000.00				\$ 5,000.00
Division 9 – Sitework and Landscaping										
9.1	SY	Site Restoration	SY	407	\$ 45.00	\$ 18,315.00	\$175.00	\$45.00	\$25.00	\$10,175.00
		Subtotal			\$ 18,315.00	\$ 18,315.00				\$ 10,175.00
Division 11 - Miscellaneous										
11.1	LS	Mobilization	LS	1.0	\$ 13,500.00	\$ 13,500.00	\$3,200.00	\$24,920.00	\$17,500.00	\$4,000.00
		Subtotal			\$ 13,500.00	\$ 13,500.00				\$ 17,500.00
					TOTAL:	\$ 181,815.00	\$ 231,825.00	\$ 186,235.00	\$ 168,125.00	\$ 139,070.00

BID TABULATION

PROJECT: Nevada Trunkline Manhole Rehabilitation
 WHKS PROJECT #: 10533
 LETTING DATE: 24-Apr-26
 PREPARED BY: WHKS & Co.

Item No.	Item Code	Item	Unit	Quantity	Unit Price	Total	Name:	Location:	Unit Price	Total	Unit Price	Total	Unit Price	Total
Division 6 - Structures for Sanitary and Storm Sewers														
6.1	EA	Casing/Chimney Replacement PCC Manholes	EA	30.0	\$ 3,700.00	\$ 111,000.00	Mainline Construction Inc	Des Moines, Iowa	\$ 3,700.00	\$105,000.00	\$ 2,800.00	\$87,000.00	\$0.00	\$0.00
6.2	EA	Flat Top Casing Repair	EA	16.0	\$ 2,000.00	\$ 32,000.00			\$ 2,000.00	\$12,000.00	\$ 1,450.00	\$23,200.00	\$0.00	\$0.00
6.3	EA	Replace Flat Top	EA	2.0	\$ 10,000.00	\$ 20,000.00			\$ 5,700.00	\$11,400.00	\$ 5,800.00	\$11,600.00	\$0.00	\$0.00
		Subtotal				\$ 143,000.00			\$128,400.00			\$107,300.00		\$0.00
Division 7 - Streets and Related Work														
7.1	EA	Remove & Replace Manhole Boxout	EA	1.0	\$ 2,000.00	\$ 2,000.00			\$6,700.00	\$6,700.00	\$2,800.00	\$2,800.00	\$0.00	\$0.00
		Subtotal				\$ 2,000.00			\$6,700.00			\$2,800.00		\$0.00
Division 8 - Traffic Control														
8.1	LS	Traffic Control	LS	1.0	\$ 5,000.00	\$ 5,000.00			\$ 4,700.00	\$4,700.00	\$ 1,500.00	\$1,500.00	\$0.00	\$0.00
		Subtotal				\$ 5,000.00			\$4,700.00			\$1,500.00		\$0.00
Division 9 - Siltwork and Landscaping														
9.1	SY	Site Restoration	SY	407	\$ 45.00	\$ 18,315.00			\$75.00	\$30,525.00	\$20.00	\$8,140.00	\$0.00	\$0.00
		Subtotal				\$ 18,315.00			\$30,525.00			\$8,140.00		\$0.00
Division 11 - Miscellaneous														
11.1	LS	Mobilization	LS	1.0	\$ 13,500.00	\$ 13,500.00			\$6,500.00	\$6,500.00	\$13,000.00	\$13,000.00	\$0.00	\$0.00
		Subtotal				\$ 13,500.00			\$6,500.00			\$13,000.00		\$0.00
					TOTAL:	\$ 181,815.00			\$ 176,825.00			\$ 132,740.00		\$ -

1421 South Bell, Suite 103
Ames, IA 50010-7710
Phone: 515.663.9997
Email: ames@whks.com
Website: www.whks.com

whks

engineers + planners + land surveyors

April 22, 2026

Mr. Jordan Cook
City Administrator
City of Nevada, Iowa
1209 6th Street
Nevada, Iowa 50201

RE: Nevada, Iowa
Nevada Trunkline Manhole Rehabilitation
Recommendation of Contractor for Project Contract Award

Dear Mr. Cook:

On Tuesday, April 21, 2026, six bids were received for the Nevada Trunkline Manhole Rehabilitation project. The total low bid for the work was **\$132,740.00**, submitted by **Orchard, Inc. of Grimes, Iowa**. The estimated cost for the project work was \$181,815.00. Please refer to the attached Bid Tabulation.

WHKS & Co. recommends that City Council adopt a resolution to:

- a. Accept the report of bids for the Nevada Trunkline Manhole Rehabilitation project.
- b. Approve the final plans and specifications for this project.
- c. Award the Nevada Trunkline Manhole Rehabilitation project to Orchard, Inc. of Grimes, Iowa in the amount of \$132,740.00.

If you have any questions or require additional information, please contact our office.

Sincerely,

WHKS & co.



John Joiner, P.E.
Project Manager

cc: Erin Mousel
Lucas Battani
Derek Thomas, P.E.

MINUTES OF MEETING TO AWARD
CONTRACTS

Nevada, Iowa

April 27, 2026

The City Council of the City of Nevada, Iowa, met on April 27, 2026, at 6:00 o'clock p.m., at the City Council Chambers, in the City, pursuant to adjournment and the rules of this Council.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: ___

Absent: ___

The City Council further considered proposals received for the proposed Trunkline Manhole Rehabilitation and embodied its findings in the resolution next hereinafter referred to.

Council Member ___ introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member ___; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: ___

Nays: ___

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION NO. 076 (2025/2026)

Resolution awarding contract for the Trunkline Manhole Rehabilitation

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the Trunkline Manhole Rehabilitation (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contracts for the Project;

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

Section 1. The bids for the Project submitted by the following contractors are fully responsive to the plans and specifications for the Project, are heretofore approved by the City Council, and are the lowest responsible bids received, such bids being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Orchard, Inc. 400 NW Sunset Lane Grimes, Iowa 50111	\$132,740.00

Section 2. The contracts for the Project are hereby awarded to such contractors at the total estimated costs set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contracts to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidders' written proposals.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with each of the said contractors for the Project, but only after each contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contracts or surety bonds.

Section 4. The amount of each contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 27, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

••••

On motion and vote, the meeting adjourned.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF STORY
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council up to the present time in connection with the Trunkline Manhole Rehabilitation, including a true, correct and complete copy of the resolutions referred to in such minutes.

WITNESS MY HAND this ____ day of _____, 2026.

Erin Mousel, City Clerk

USA TODAY CO.

PO Box 631851 Cincinnati, OH 45263-1851



AFFIDAVIT OF PUBLICATION

CITY CLERK'S OFFICE
City Of Nevada
1209 6Th ST

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

The Nevada Journal, a weekly newspaper printed and published at Ames, Story County, Iowa, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspaper in the issues dated:

AMS amestrib.com 04/16/2026
AMS Nevada Journal 04/16/2026

and that the fees charged are legal.

Sworn to and subscribed before on 04/16/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$28.16

Tax Amount: \$0.00

Payment Cost: \$28.16

Order No: 12203089

Customer No: 842186

PO #: LIOW0488111

of Copies:

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

Notice of Public Hearing on Proposed Plans and Specifications, Form of Contract and Estimate of Cost for the Nevada Trunkline Manhole Rehabilitation Nevada, Iowa

Notice is Hereby Given: That at 6:00 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201 on April 27, 2026, the City Council of the City of Nevada, Iowa (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Trunkline Manhole Rehabilitation (the "Project").

The Project shall consist of:

The extent of the work involved is the furnishing of labor and new materials for the construction of manhole repairs, but not limited to the following: castings, adjustment rings, and flat top tops. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Erin Mousel, City Clerk

April 16 2026

LICW0488111

NEVADA CITY COUNCIL – WORK SESSION, MONDAY, APRIL 13, 2026 5:30 P.M.

The City Council of the City of Nevada, Iowa, met for a Work Session to review and discuss best practices and standard operating procedures in the Nevada City Council Chambers. The Session convened at 5:30 p.m. on Monday, April 13, 2026 pursuant to the rules of the Council. The notice was posted on the official bulletin board in compliance with the open meeting law.

The following named Council Members were present: Luke Spence, Henry Corbin, Charlie Good, Jason Sampson, Andy Kelly, Sandy Ehrig, Mayor Condon. Absent: None. Staff Present: Jordan Cook, Erin Clanton, Erin Mousel, Chris Brandes, Marlys Barker, Donna Mosinski, Mike Sauer, Rhonda Maier. Also present were: Mickey Shields, Zach Landhaus, Melissa Muschick.

No decisions of the council were made. The session concluded at 6:20 p.m.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published: _____
Council Approved: _____

NEVADA CITY COUNCIL – MONDAY, APRIL 13, 2026 6:27 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:27 p.m. on Monday, April 13, 2026, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

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

Staff Present: Erin Clanton, Jordan Cook, Erin Mousel, Chris Brandes, Marlys Barker, Mike Sauer, Rhonda Maier, Derek Thomas, Ryan Hutton, Shawn Ludwig, Scott Walkner.

Also in attendance were: Zach Landhaus, Melissa Muschick, Ken Heid, Tim Robinson, Ray Beatty, Lynne Casey, Janice Seibel, Jane Heintz, Sue Vandekamp, Jim Samuelson, Jean Sheets, Hanna Bell, Ross Eueland.

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. Fiscal Year 2026/2027 Budget

1. Public Hearing –

At 6:29 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **April 2, 2026**. The public hearing is **to adopt FY26/27 Budget**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:29 p.m.

2. Resolution No. 065 (2025/2026): A Resolution Adopting the Fiscal Year 2026/2027 Annual Budget Transfers

Motion by Luke Spence, seconded by Andy Kelly, to **adopt Resolution No. 065 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Spence, Kelly, Ehrig, Corbin, Good, Sampson. Nay: None. The Mayor declared the motion carried.

B. Capital Improvement Plan Fiscal Year 2026/2027

1. Public Hearing –

At 6:30 p.m. Mayor Condon announced that this is the time and place set for a **public hearing**. The public hearing is **to adopt FY26/27 Capital Improvement Plan.**

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:30 p.m.

2. Resolution No. 066 (2025/2026): A Resolution Adopting the Fiscal Year 2026/2027 Capital Improvements Program

Motion by Henry Corbin, seconded by Sandy Ehrig, to **adopt Resolution No. 066 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Spence, Good, Sampson, Kelly. Nay: None. The Mayor declared the motion carried.

C. Fiscal Year 2025/2026 Budget Amendment

1. Public Hearing –

At 6:31 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 26, 2026**. The public hearing is **to approve FY25/26 Budget Amendment #1.**

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:31 p.m.

2. Resolution No. 067 (2025/2026): A Resolution Approving Fiscal Year 2025/2026 Budget Amendment #1

Motion by Jason Sampson, seconded by Luke Spence, to **adopt Resolution No. 067 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Sampson, Spence, Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

D. Voluntary Annexation

1. Public Hearing –

At 6:32 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **March 26, 2026**. The public hearing is **for voluntary annexation of land donation.**

Jane Heintz requested clarification on property location. Public hearing closed at 6:34 p.m.

2. Resolution No. 068 (2025/2026): A Resolution Annexing Certain Property Owned by the City of Nevada into the City of Nevada, Iowa

Motion by Henry Corbin, seconded by Jason Sampson, to **adopt Resolution No. 068 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Corbin, Sampson, Kelly, Ehrig, Spence, Good. Nay: None. The Mayor declared the motion carried.

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

Motion by Luke Spence, seconded by Jason Sampson, to **approve the following consent agenda items:**

- A. Approve Minutes of the Levy Hearing held on March 23, 2026
- B. Approve Minutes of the Regular Meeting held on March 23, 2026
- C. Approve Payment of Cash Disbursements, including Check Numbers 89948-90042 and Electronic Numbers 5148-5228 (Inclusive) Totaling \$516,444.37 (See attached list); the First Interstate Card Purchases for the April 19, 2026 Statement, total \$14,230.79; and Sam's Club Card Purchases for April 22, 2026 Statement, total \$16.56
- D. Resolution No. 069 (2025/2026): A Resolution Approving Application and Agreement for Use of Highway Right-of-Way for Utilities Accommodation with Iowa Department of Transportation
- E. Approve Renewal of Class "E" Retail Alcohol License for Caseys Marketing Company d/b/a/ CASEY'S #3319, 1800 S B Ave, Effective April 30, 2026
- F. Approve Renewal of Class "C" Retail Alcohol License for Stohaker LLC d/b/a/ CUBBIES ON MAIN, 1220 6th Street, Effective April 25, 2026
- G. Approve Tax Abatement
 - a. BP2025-253: 757 Academy Circle, New Home

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

6. PUBLIC FORUM:

Mayor Condon Proclaimed April 19-25, 2026 as National Library Week.

Representatives from Raising Readers and Ames Morning Rotary were in attendance to share their partnership in launching a campaign for early literacy, 3Ts. Mayor Condon Proclaimed April 11-17, 2026 as Week of the Young Child.

Ken Heid addressed council regarding issues he has had with his water meter and high water bills and asked that council consider his request.

Ray Beatty recommended council look at the handicap parking in the Main Street district and suggested the addition of more spaces and improved functionality.

Jane Heintz asked a series of questions pertaining to various areas in town; specifically, Harrington Park, work along the trail by Lincoln Highway, gas storage tanks, the well field, and 630 6th Street. All of her concerns were addressed.

7. Resolution No. 070 (2025/2026): A Resolution Approving 2026 Employee Handbook for the City of Nevada Employees

Motion by Sandy Ehrig, seconded by Jason Sampson, to **adopt amended Resolution No. 070 (2025/2026) and amending the following provisions (i) sick leave to allow for the City to request a doctor's note rather than require, and (ii) allow the City to remind employees of the donated leave policy.** After due consideration and discussion the roll

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

8. Resolution No. 071 (2025/2026): A Resolution Accepting and Approving the Retracement Plat of Survey for Ronald E. and Arlene K. Jensen – A Plat within the City's Two-Mile Corporate Limits, Story County, Iowa

Motion by Jason Sampson, seconded by Andy Kelly, to **adopt Resolution No. 071 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Sampson, Kelly, Ehrig, Spence, Corbin, Good. Nay: None. The Mayor declared the motion carried.

9. Resolution No. 072 (2025/2026): A Resolution Accepting and Approving the Plat of Survey for Jayson and Stacey Kingsbury – A Plat within the City's Two-Mile Corporate Limits, Story County, Iowa

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 072 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Spence, Corbin, Good, Kelly. Nay: None. The Mayor declared the motion carried.

10. Discussion and Appropriate Follow up on Pizza Pie Looza
A. Request for a waiver on the restriction of Alcohol on S.C.O.R.E. Park by Sports Bowl for Pizza Pie Looza

Motion by Jason Sampson, seconded by Luke Spence, to **approve request for a waiver on the restriction of Alcohol on S.C.O.R.E. Park by Sports Bowl for Pizza Pie Looza**. After due consideration and discussion the roll was called. Aye: Sampson, Spence, Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

- B. Approve 5-Day Special Class "C" Retail Alcohol License to DOYOUBOWL2, LC, d/b/a Sports Bowl for Pizza Pie Looza, location 1625 Fawcett Pkwy, effective May 6, 2026 through May 10, 2026

Motion by Jason Sampson, seconded by Sandy Ehrig, to **approve 5-Day Special Class "C" Retail Alcohol License to DOYOUBOWL2, LC, d/b/a Sports Bowl for Pizza Pie Looza, location 1625 Fawcett Pkwy, effective May 6, 2026 through May 10, 2026**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Spence, Corbin, Good, Kelly. Nay: None. The Mayor declared the motion carried.

11. Ordinance No. 1078 (2025/2026): An Ordinance Amending Chapter 165 (Land Development-Zoning Regulations) of the City Code to Update Supplemental Use Regulations, first reading

Motion by Jason Sampson, seconded by Henry Corbin, to **approve Ordinance No. 1078 (2025/2026), first reading**. After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Good, Kelly, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

12. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Luke Spence, to adjourn the meeting. Following voice vote, the Mayor declared the motion carried at 7:26 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA CLAIMS 04/27/26

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK#
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	2,150.49	5229
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 04/12/2026	30,794.99	5296
IPERS	IPERS COUNCIL Pay Period: 03/29/2026	44,537.40	5297
RELIANCE STANDARD	PR 2026-04 PRITCHARD	121.20	5298
RELIANCE STANDARD	RELIANCE RELIANCE Pay Period: 04/12/2026	870.80	5298
TREASURER STATE OF IA	STATE WITHHOLDING TAX Pay Period: 03/29/2026	7,188.50	5299
CORNISH, DEVIN	HSA HSA Pay Period: 04/12/2026	50.00	5300
HUTTON, RYAN	HSA HSA Pay Period: 04/12/2026	355.42	5301
EMPLOYEE BEN SYST	BENEFITS PAID	5.38	5302
EMPLOYEE BEN SYST	BENEFITS PAID	435.44	5303
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	1,595.10	5304
FIRST INTE BANK	ALL-SUPPLIES	14,230.79	5305
SAMS CLUB	ADM-WATER	16.56	5306
ALLIANT	WWT-UTILITIES	1,931.82	90043
AMERICAN BUS PHONES	CH-PHONES CONS.	100.00	90044
JOHN DEERE FIN	WWT/PKM-SUPPLIES	194.35	90045
VERIZON	ALL-SVCS	414.46	90046
WINDSTREAM	PD/CH-PHONES	121.65	90047
PAYROLL	PAYROLL	97.66	90048
AFLAC	AFLAC AFTER TAX Pay Period: 03/29/2026	696.21	90049
COLLECTION SVCS CTR	CHILD SUPPORT Pay Period: 04/12/2026	122.02	90050
MISSION SQUARE	DEFERRED COMPENSATION Pay Period: 04/12/2026	565.00	90051
ACCESS SYSTEMS	ALL-COPIER LEASE	1,158.28	90052
ALLIANT	ALL-UTILITIES	1,269.13	90053
AMAZON CAPITAL SVCS	LIB-SUPPLIES	1,017.85	90054
APPLIED CONCEPTS	PD-RADAR	3,728.00	90055
ARMOR EQUIPMENT	STS IBAK RETERM	438.27	90056
ARNOLDS	WWT-MOWER MAINTENANCE	72.20	90057
BLACKSTONE PUBLISHING	LIB-AUDIO	38.91	90058
BYTESPEED	WTR/PD - BYTESPEED	12,540.00	90059
CAPITAL SANITARY	CH-JANITORIAL	248.82	90060
CENGAGE LEARNING	LIB- MATERIALS	686.97	90061
CENTER POINT	LIB-LARGE PRINT	100.68	90062
CENTRAL IA DIST	PKM-JANITORIAL	412.00	90063
CENTRAL IA WATER	WTR-LWE RAW WATER 05/2026	722.85	90064
COCA COLA BTLG	4-PLEX- CONC	367.12	90065
COMMUNITY VET CLINIC	PD-ANIMAL CONTROL	30.00	90066
CONCRETE POLYFIX	WTR-SIDEWALK REPAIR	400.00	90067
CONSUMERS ENERGY	ALL-UTILITIES	24,291.17	90068
COPPER CROW IND	LIB-ADA COUNTER HEIGHT	4,250.00	90069
CRAIG MCCLANAHAN	LIB-IT SVCS	810.00	90070
CUMMINS CENTRAL POWER	WTR-WELL #1 SERVICE	2,289.12	90071
DAKOTA SUPPLY	WTR-HYDRANT WRENCHES	126.29	90072
DEMCO INC	LIB-SUPPLIES	428.05	90073
DOOR & FENCE STORE	STS OVERHEAD DOOR REPAIR	231.00	90074
DRAINTech	CH- TOILET REPAIR	901.01	90075
ELLSWORTH, BALINDA	ADM-MILEAGE REIMB	182.70	90076

FAREWAY	4PLX/LIB-SUPPLIES	26.34	90077
FOLLETT CONTENT SOL	LIB-JUV MAT	2,024.64	90078
GANNETT IA	PROPOSED PROP TAX LEVY	731.52	90079
GPM	WWT-SAMPLER REPAIRS	487.00	90080
GREAT PLAINS PAINTING	LIB-PAINTING KITCHEN/CONF RM	1,612.00	90081
GRIMES ASPHALT & PAVING	STS COLD PATCH	830.80	90082
HOKELS	WTR/STS/POOL-HARDWARE	55.74	90083
HOWARD AND SONS LLC	CH FIRE ALARM INSP.	250.00	90084
IA DOT	STS POST	35.50	90085
IAPFC	FD-IAPFC CONF	60.00	90086
INGRAM LIBRARY SERVICES	LIB-ADULT MAT	258.94	90087
JMT TRUCKING	STS ROCK HAULING	381.44	90088
KODER, SKYLER	PD-REIMB	72.59	90089
MADISON NATIONAL LIFE	WWTS-LIFE INS	699.87	90090
MARSHALLTOWN PUBLIC LIB	LIB-MATERIALS	31.99	90091
MARTIN BROS	4PLX-CONCESSIONS	809.04	90092
MARTIN MARIETTA	STS ROAD STONE	974.31	90093
MCFARLAND CLINIC	PZ- PRE-EMP. SCREEN	206.00	90094
MEDICAP PHARMACY	EMS-GLUCOMETER STRIPS	26.33	90095
MENARDS	PKM/WWT/FD-SUPPLIES	1,369.56	90096
MICROMARKETING LLC	LIB-AUDIO	424.21	90097
MIDWEST TAPE	LIB-DVD/AUDIO	916.15	90098
MOUSEL, ERIN	ADM-MILEAGE REIMB	174.00	90099
MUSTARD SEED COMM FARM	LIB-PROGRAM	70.00	90100
NATIONAL SIGN CO	STS SIGN BRACKETS	865.00	90101
NEVADA HARDWARE	ALL-SUPPLIES	632.59	90102
NEXT LEVEL BLDG SUPPLY	PKM-HATTERY PARK RESTROOM	3,509.69	90103
PRATT, DENNIS	STS CLOTHING DENNIS PRATT	99.99	90104
QUILL CORP	LIB - JAN SUPPLIES	405.83	90105
RECDESK LLC	FH-RECDESK SUBSCRIPTION	997.00	90106
SEYMOUR, SEAN	PD-MEAL REIMB	56.32	90107
SIGLER CO	OUR NEVADA	2,711.89	90108
STAPLES ADV	WWT-SUPPLIES	113.61	90109
STATE HYGIENIC LAB	WTR-LAB ANALYSIS	454.00	90110
STORY CO ANIMAL CONTROL	PD-ANIMAL CONTROL	638.00	90111
USA BLUEBOOK	WWT-LAB ANALYSIS/EQUIP	377.67	90112
VAN WALL EQUIP	STS BLOWER RETURN	257.39	90113
WEX BANK	CEM-FUEL	698.29	90114
WHKS & CO.	ENGINEERING	52,560.00	90115
	PAYROLL EFT (5230-5295)	98,418.71	
	TOTAL	338,659.61	

Report Criteria:
 Includes only accounts with balances or activity
 Includes grand totals
 [Report].SOURCE = none
 [Report].ACCOUNT = none

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
FUND: 001						
	Total POLICE:	1,356,446.00	92,098.07	907,454.58	66.90%	448,991.42
	Total POLICE-OFFICE:	160,203.00	7,199.95	93,223.35	58.19%	66,979.65
	Total EMERGENCY MANAGEMENT:	2,100.00	160.87	853.58	40.65%	1,246.42
	Total FIRE:	314,000.00	13,235.71	232,541.99	74.06%	81,458.01
	Total AMBULANCE:	17,153.00	2,303.44	20,495.01	119.48%	3,342.01-
	Total BUILDING INSPECTIONS:	89,487.00	1,399.94	36,207.62	40.46%	53,279.38
	Total ANIMAL CONTROL:	4,500.00	.00	1,277.50	28.39%	3,222.50
	Total ANIMAL CONTROL-OWNER:	1,500.00	.00	.00	0.00%	1,500.00
	Total ROADS, BRIDGES, SIDEWALKS:	500.00	.00	.00	0.00%	500.00
	Total LIBRARY:	584,711.00	43,669.91	441,164.88	75.45%	143,546.12
	Total PARKS:	173,966.00	8,350.25	156,133.78	89.75%	17,832.22
	Total PARK MAINTENANCE:	312,981.00	13,582.39	222,023.48	70.94%	90,957.52
	Total PARKS-AHTLETIC FIELDS:	20,000.00	1,420.00	7,273.09	36.37%	12,726.91
	Total FOUR-PLEX COMPLEX:	35,081.00	759.82	12,510.37	35.66%	22,570.63
	Total POOL:	292,624.00	10,906.62	185,417.21	63.36%	107,206.79
	Total RECREATION:	81,577.00	3,545.33	54,870.73	67.26%	26,706.27

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total ADULT PROGRAMS/ACTIVITIES:		4,793.00	.00	.00	0.00%	4,793.00
Total COMMUNITY HEALTH/WELLNESS:		3,619.00	.00	1,225.85	33.87%	2,393.15
Total SENIOR ACTIVITY:		6,000.00	.00	3,093.20	51.55%	2,906.80
Total CEMETERY:		144,617.00	8,928.66	99,069.65	68.52%	45,527.35
Total FIELD HOUSE:		297,300.00	30,267.03	218,830.03	73.61%	78,469.97
Total SENIOR COMMUNITY CENTER:		9,236.00	762.01	6,948.49	75.23%	2,287.51
Total BASEBALL SOFTBALL:		35,941.00	1,684.12	17,710.80	49.28%	18,230.20
Total YOUTH BASKETBALL:		14,765.00	.00	11,508.23	77.94%	3,256.77
Total VOLLEYBALL:		5,221.00	64.00	2,748.78	52.65%	2,472.22
Total FLAG FOOTBALL:		5,211.00	59.98	2,341.99	44.94%	2,869.01
Total CURL:		6,000.00	.00	1,599.00	26.65%	4,401.00
Total ECONOMIC DEVELOPMENT:		7,500.00	.00	2,270.00	30.27%	5,230.00
Total PLANNING & ZONING:		167,570.00	5,020.75	50,678.09	32.16%	106,891.91
Total MAYOR/COUNCIL/CITY MGR:		11,409.00	545.02	10,473.59	91.80%	935.41
Total COUNCIL:		12,095.00	.00	144.00	1.19%	11,951.00
Total CITY ADMINISTRATOR:		16,700.00	511.09	5,287.54	31.66%	11,412.46

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total CLERK/TREASURER/ADM:		442,722.00	30,458.18	301,348.16	68.07%	141,373.84
Total ELECTIONS:		6,000.00	.00	3,835.20	63.92%	2,164.80
Total LEGAL SERVICES/ATTORNEY:		176,000.00	6,622.00	103,312.59	58.70%	72,687.41
Total CITY HALL/GENERAL BLDGS:		132,148.00	12,913.69	81,348.38	61.56%	50,799.62
Total TORT LIABILITY:		79,160.00	.00	66,034.63	83.42%	13,125.37
Total TRANSFERS IN/OUT:		200,000.00	.00	.00	0.00%	200,000.00
Total FUND: 001:		5,220,836.00-	296,468.83-	3,361,275.37-	64.38%	1,859,560.63-
HOTEL MOTEL						
Total 4TH OF JULY:		2,500.00	.00	.00	0.00%	2,500.00
Total LINCOLN HWY DAYS:		2,500.00	2,500.00	2,500.00	100.00%	.00
Total HOTEL MOTEL:		5,000.00-	2,500.00-	2,500.00-	50.00%	2,500.00-
ROAD USE TAX						
Total FLOOD CONTROL:		32,400.00	1,031.94	21,259.84	65.62%	11,140.16
Total ROADS, BRIDGES, SIDEWALKS:		890,990.00	46,989.98	502,136.95	56.36%	388,853.05
Total STREET LIGHTING:		77,000.00	4,318.43	40,546.38	52.66%	36,453.62
Total PAVEMENT MARKINGS:		15,000.00	.00	4,125.58	27.50%	10,874.42
Total SNOW REMOVAL:		92,482.00	6,610.59	42,878.40	46.36%	49,603.60
Total TRANSFERS IN/OUT:		200,000.00	.00	200,000.00	100.00%	.00

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total ROAD USE TAX:	1,307,872.00-	68,950.94-	810,947.15-	62.01%	496,924.85-
EMPLOYEE BENEFITS						
	Total TRANSFERS IN/OUT:	1,030,021.00	.00	.00	0.00%	1,030,021.00
	Total EMPLOYEE BENEFITS:	1,030,021.00-	.00	.00	0.00%	1,030,021.00-
RUT CAPITAL						
	Total ROADS, BRIDGES, SIDEWALKS:	460,000.00	472.28	444,644.92	96.66%	15,355.08
	Total RUT CAPITAL:	460,000.00-	472.28-	444,644.92-	96.66%	15,355.08-
LOCAL OPTION SALES TAX						
	Total POLICE:	84,000.00	.00	56,271.44	66.99%	27,728.56
	Total STREET LIGHTING:	87,000.00	4,671.71	41,503.84	47.71%	45,496.16
	Total TREES & WEEDS:	20,000.00	.00	13,200.00	66.00%	6,800.00
	Total WATER,AIR,MOSQUITO CONTRO:	30,000.00	.00	12,149.45	40.50%	17,850.55
	Total OTHER HEALTH/SOCIAL SERV:	35,000.00	.00	35,000.00	100.00%	.00
	Total MUSEUM/BAND/THEATRE:	.00	.00	240.00	0.00%	240.00-
	Total PARK MAINTENANCE:	500.00	.00	3,536.77	707.35%	3,036.77-
	Total CEMETERY:	5,000.00	.00	2,420.00	48.40%	2,580.00
	Total HALLOWEEN:	250.00	.00	.00	0.00%	250.00
	Total HISTORICAL SOCIETY:	5,500.00	.00	3,955.00	71.91%	1,545.00

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total	HISTORIC PRESERVATION:	2,000.00	.00	.00	0.00%	2,000.00
Total	ECONOMIC DEVELOPMENT:	115,000.00	.00	65,000.00	56.52%	50,000.00
Total	MAIN STREET NEVADA:	25,000.00	.00	.00	0.00%	25,000.00
Total	PLANNING & ZONING:	275,000.00	.00	12,659.07	4.60%	262,340.93
Total	CHRISTMAS LIGHTS:	800.00	.00	152.18	19.02%	647.82
Total	OTHER COMM & ECO DEV:	700.00	.00	850.00	121.43%	150.00-
Total	CITY ADMINISTRATOR:	40,000.00	2,980.62	26,839.39	67.10%	13,160.61
Total	LEGAL SERVICES/ATTORNEY:	2,000.00	.00	450.00	22.50%	1,550.00
Total	OTHER GENERAL GOVERNMENT:	20,000.00	1,291.83	13,553.66	67.77%	6,446.34
Total	TRANSFERS IN/OUT:	1,091,000.00	.00	891,000.00	81.67%	200,000.00
Total	LOCAL OPTION SALES TAX:	1,838,750.00-	8,944.16-	1,178,780.80-	64.11%	659,969.20-
TAX INCREMENT FINANCING						
Total	ECONOMIC DEVELOPMENT:	427,229.00	.00	93,728.99	21.94%	333,500.01
Total	TRANSFERS IN/OUT:	486,420.00	.00	.00	0.00%	486,420.00
Total	TAX INCREMENT FINANCING:	913,649.00-	.00	93,728.99-	10.26%	819,920.01-
LMI-SUBFUND						
Total	HOUSING & URBAN RENEWAL:	140,000.00	.00	5,471.00	3.91%	134,529.00
Total	TRANSFERS IN/OUT:	10,000.00	.00	.00	0.00%	10,000.00

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total LMI-SUBFUND:	150,000.00-	.00	5,471.00-	3.65%	144,529.00-
ECONOMIC DEVELOPMENT						
	Total ECONOMIC DEVELOPMENT:	300,000.00	.00	.00	0.00%	300,000.00
	Total HOUSING & URBAN RENEWAL:	90,000.00	.00	34,455.66	38.28%	55,544.34
	Total ECONOMIC DEVELOPMENT:	390,000.00-	.00	34,455.66-	8.83%	355,544.34-
CEMETARY CIP/LAND						
	Total CEMETERY:	3,000.00	.00	1,369.60	45.65%	1,630.40
	Total CEMETARY CIP/LAND:	3,000.00-	.00	1,369.60-	45.65%	1,630.40-
LIBRARY TRUST						
	Total LIBRARY-DONATED:	18,000.00	2,320.13	8,930.82	49.62%	9,069.18
	Total LIBRARY-STATE INFRASTRUCT:	5,000.00	.00	2,532.06	50.64%	2,467.94
	Total LIBRARY TRUST:	23,000.00-	2,320.13-	11,462.88-	49.84%	11,537.12-
SCORE-UNDESIGNATED						
	Total PARK MAINTENANCE:	7,000.00	.00	6,290.97	89.87%	709.03
	Total SCORE-UNDESIGNATED:	7,000.00-	.00	6,290.97-	89.87%	709.03-
NORTH STORY BASEBALL						
	Total BASEBALL SOFTBALL:	6,000.00	199.00	199.00	3.32%	5,801.00
	Total NORTH STORY BASEBALL:	6,000.00-	199.00-	199.00-	3.32%	5,801.00-
SENIOR CENTER TRUST						
	Total SENIOR COMMUNITY CENTER:	6,200.00	.00	.00	0.00%	6,200.00

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total SENIOR CENTER TRUST:	6,200.00-	.00	.00	0.00%	6,200.00-
PARK OPEN SPACE						
	Total PARK MAINTENANCE:	50,000.00	30,566.13	40,750.60	81.50%	9,249.40
	Total FOUR-PLEX COMPLEX:	5,500.00	.00	.00	0.00%	5,500.00
	Total PARK OPEN SPACE:	55,500.00-	30,566.13-	40,750.60-	73.42%	14,749.40-
TRAIL MAINTENANCE						
	Total TRAIL SYSTEM-BIKE/WALK:	15,000.00	.00	.00	0.00%	15,000.00
	Total TRAIL MAINTENANCE:	15,000.00-	.00	.00	0.00%	15,000.00-
DANIELSON TRUST						
	Total LIBRARY-DONATED:	29,500.00	3,044.12	22,910.40	77.66%	6,589.60
	Total DANIELSON TRUST:	29,500.00-	3,044.12-	22,910.40-	77.66%	6,589.60-
4TH OF JULY TRUST						
	Total 4TH OF JULY:	7,500.00	.00	.00	0.00%	7,500.00
	Total 4TH OF JULY TRUST:	7,500.00-	.00	.00	0.00%	7,500.00-
COMMUNITY BAND						
	Total MUSEUM/BAND/THEATRE:	1,500.00	.00	790.00	52.67%	710.00
	Total COMMUNITY BAND:	1,500.00-	.00	790.00-	52.67%	710.00-
PUBLIC ART FUND						
	Total COMMUNITY BEAUTIFICATION:	5,000.00	.00	.00	0.00%	5,000.00
	Total PUBLIC ART FUND:	5,000.00-	.00	.00	0.00%	5,000.00-
DEBT SERVICE						

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total CITYHALL/LIBRARY DEBT:	97,493.00	.00	1,246.25	1.28%	96,246.75
	Total CBD PROJECT 8.9M:	948,550.00	.00	84,275.00	8.88%	864,275.00
	Total 2013 GO BOND:	144,300.00	.00	2,150.00	1.49%	142,150.00
	Total FIELD HOUSE:	793,200.00	.00	19,100.00	2.41%	774,100.00
	Total DEBT SERVICE:	1,983,543.00-	.00	106,771.25-	5.38%	1,876,771.75-
LIBRARY ADDITION						
	Total TRANSFERS IN/OUT:	97,493.00	.00	.00	0.00%	97,493.00
	Total LIBRARY ADDITION:	97,493.00-	.00	.00	0.00%	97,493.00-
SC/FIELDHOUSE						
	Total SENIOR COMMUNITY CENTER:	.00	.00	3,978.77	0.00%	3,978.77-
	Total FIELDHOUSE:	100,000.00	2,606.00	8,297.00	8.30%	91,703.00
	Total TRANSFERS IN/OUT:	793,200.00	.00	.00	0.00%	793,200.00
	Total SC/FIELDHOUSE:	893,200.00-	2,606.00-	12,275.77-	1.37%	880,924.23-
RAILROAD CROSSING IMP						
	Total RAILROAD CROSSINGS:	60,000.00	.00	14,336.12	23.89%	45,663.88
	Total RAILROAD CROSSING IMP:	60,000.00-	.00	14,336.12-	23.89%	45,663.88-
SPLASHPAD PROJECT						
	Total SPLASHPAD:	1,600,000.00	.00	43,708.75	2.73%	1,556,291.25
	Total SPLASHPAD PROJECT:	1,600,000.00-	.00	43,708.75-	2.73%	1,556,291.25-
SIDEWALK IMPROVEMENTS						

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total SIDEWALKS:	25,000.00	.00	.00	0.00%	25,000.00
	Total SIDEWALK IMPROVEMENTS:	25,000.00-	.00	.00	0.00%	25,000.00-
2024 CIP STS IMPROV PRO						
	Total ROADS, BRIDGES, SIDEWALKS:	186,000.00	.00	343,040.58	184.43%	157,040.58-
	Total 2024 CIP STS IMPROV PRO:	186,000.00-	.00	343,040.58-	184.43%	157,040.58
2026 CIP ST/WTR/STRM PROJECT						
	Total ROADS, BRIDGES, SIDEWALKS:	1,100,000.00	39,702.35	46,924.35	4.27%	1,053,075.65
	Total 2026 CIP ST/WTR/STRM PROJECT:	1,100,000.00-	39,702.35-	46,924.35-	4.27%	1,053,075.65-
2024 BRIDGE REPAIRS						
	Total ROADS, BRIDGES, SIDEWALKS:	1,800,000.00	.00	1,880.00	0.10%	1,798,120.00
	Total 2024 BRIDGE REPAIRS:	1,800,000.00-	.00	1,880.00-	0.10%	1,798,120.00-
2024HMA OVERLAY F&G						
	Total ROADS, BRIDGES, SIDEWALKS:	.00	.00	12,000.00	0.00%	12,000.00-
	Total 2024HMA OVERLAY F&G:	.00	.00	12,000.00-	0.00%	12,000.00
HARRINGTON PARK PROJECT						
	Total PARKS:	100,000.00	1,250.00	5,950.00	5.95%	94,050.00
	Total HARRINGTON PARK PROJECT:	100,000.00-	1,250.00-	5,950.00-	5.95%	94,050.00-
TRAIL CIP RESERVE PROJ						
	Total TRAIL SYSTEM-BIKE/WALK:	285,000.00	175.00	212,523.08	74.57%	72,476.92
	Total TRAIL CIP RESERVE PROJ:	285,000.00-	175.00-	212,523.08-	74.57%	72,476.92-

ARP FUNDS

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total ROADS, BRIDGES, SIDEWALKS:	500,000.00	.00	.00	0.00%	500,000.00
	Total WASTSEWATER COLLECTION:	400,000.00	.00	500,000.00	125.00%	100,000.00-
	Total ARP FUNDS:	900,000.00-	.00	500,000.00-	55.56%	400,000.00-
CDBG DT FAÇADE PROJ						
	Total ECONOMIC DEVELOPMENT:	500,000.00	9,800.00	119,398.26	23.88%	380,601.74
	Total HOUSING & URBAN RENEWAL:	90,000.00	.00	.00	0.00%	90,000.00
	Total CDBG DT FAÇADE PROJ:	590,000.00-	9,800.00-	119,398.26-	20.24%	470,601.74-
WATER						
	Total WATER-PLANT/PUMPS:	1,049,571.00	51,913.49	698,440.83	66.55%	351,130.17
	Total WATER-LINES-INST & O&M:	90,378.00	4,442.17	42,144.03	46.63%	48,233.97
	Total WATER ACCOUNTING:	459,331.00	32,744.93	281,140.60	61.21%	178,190.40
	Total TRANSFERS IN/OUT:	924,050.00	.00	858,050.00	92.86%	66,000.00
	Total WATER:	2,523,330.00-	89,100.59-	1,879,775.46-	74.50%	643,554.54-
WATER DEPOSITS						
	Total WATER ACCOUNTING:	25,000.00	.00	.00	0.00%	25,000.00
	Total WATER DEPOSITS:	25,000.00-	.00	.00	0.00%	25,000.00-
WATER 2012C/2020B BOND						
	Total WTR 2012C BOND:	458,050.00	.00	6,525.00	1.42%	451,525.00
	Total WATER 2012C/2020B BOND:	458,050.00-	.00	6,525.00-	1.42%	451,525.00-
WATER CAPITAL REVOLVING						

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total WATER:	58,000.00	13,096.88	48,300.64	83.28%	9,699.36
	Total WATER-PLANT/PUMPS:	230,000.00	.00	56,622.00	24.62%	173,378.00
	Total WATER CAPITAL REVOLVING:	288,000.00-	13,096.88-	104,922.64-	36.43%	183,077.36-
JORDAN WELL						
	Total WATER-PLANT/PUMPS:	121,500.00	.00	.00	0.00%	121,500.00
	Total JORDAN WELL:	121,500.00-	.00	.00	0.00%	121,500.00-
SEWER						
	Total WASTEWATER PLANT:	1,694,932.00	80,747.85	811,190.37	47.86%	883,741.63
	Total WASTSEWATER COLLECTION:	71,434.00	4,336.47	44,830.63	62.76%	26,603.37
	Total WASTEWATER ACCOUNTING:	339,040.00	26,912.75	218,190.67	64.36%	120,849.33
	Total TRANSFERS IN/OUT:	175,000.00	.00	75,000.00	42.86%	100,000.00
	Total SEWER:	2,280,406.00-	111,997.07-	1,149,211.67-	50.40%	1,131,194.33-
SEWER SRF REVOLVING						
	Total WWT DEBT:	2,984,467.00	.00	577,284.41	19.34%	2,407,182.59
	Total SEWER SRF REVOLVING:	2,984,467.00-	.00	577,284.41-	19.34%	2,407,182.59-
SEWER CONSTRUCTION						
	Total TRANSFERS IN/OUT:	2,984,467.00	.00	.00	0.00%	2,984,467.00
	Total SEWER CONSTRUCTION:	2,984,467.00-	.00	.00	0.00%	2,984,467.00-
SEWER CAP IMP PROJECT						
	Total WASTSEWATER COLLECTION:	276,000.00	19,838.38	824,080.96	298.58%	548,080.96-

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total SEWER CAP IMP PROJECT:	276,000.00-	19,838.38-	824,080.96-	298.58%	548,080.96
SEWER EQUIP REVOLVING						
	Total WASTEWATER PLANT:	36,000.00	.00	37,037.20	102.88%	1,037.20-
	Total SEWER EQUIP REVOLVING:	36,000.00-	.00	37,037.20-	102.88%	1,037.20
SRF SPONSORED PROJECT						
	Total WASTSEWATER COLLECTION:	720,000.00	19,342.25	839,241.45	116.56%	119,241.45-
	Total SRF SPONSORED PROJECT:	720,000.00-	19,342.25-	839,241.45-	116.56%	119,241.45
LANDFILL/GARBAGE						
	Total LANDFILL/GARBAGE:	80,800.00	55.00	73,233.24	90.64%	7,566.76
	Total LANDFILL/GARBAGE:	80,800.00-	55.00-	73,233.24-	90.64%	7,566.76-
STORM WATER						
	Total STORM WATER:	80,900.00	76.22	62,718.60	77.53%	18,181.40
	Total STORM WATER:	80,900.00-	76.22-	62,718.60-	77.53%	18,181.40-
REVOLVING FUND						
	Total POLICE:	101,000.00	.00	7,370.16	7.30%	93,629.84
	Total FIRE:	345,500.00	449.07	340,223.40	98.47%	5,276.60
	Total LIBRARY:	21,000.00	.00	5,000.00	23.81%	16,000.00
	Total PARK MAINTENANCE:	103,500.00	23,389.85	56,666.57	54.75%	46,833.43
	Total POOL:	8,500.00	79,508.00	126,183.91	1484.52%	117,683.91-
	Total CEMETERY:	35,000.00	.00	14,943.99	42.70%	20,056.01

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total FIELD HOUSE:	11,500.00	.00	2,792.26	24.28%	8,707.74
	Total FIELDHOUSE:	.00	.00	.00	0.00%	.00
	Total PLANNING & ZONING:	8,000.00	.00	.00	0.00%	8,000.00
	Total CLERK/TREASURER/ADM:	178,000.00	1,053.90	38,899.08	21.85%	139,100.92
	Total REVOLVING FUND:	812,000.00-	104,400.82-	592,079.37-	72.92%	219,920.63-
FLEXT BENEFIT REVOLVING						
	Total OTHER GENERAL GOVERNMENT:	.00	5,200.18	39,036.45	0.00%	39,036.45-
	Total FLEXT BENEFIT REVOLVING:	.00	5,200.18-	39,036.45-	0.00%	39,036.45
HEALTH INS, SELF FUND						
	Total OTHER GENERAL GOVERNMENT:	.00	51,843.57	387,013.10	0.00%	387,013.10-
	Total HEALTH INS, SELF FUND:	.00	51,843.57-	387,013.10-	0.00%	387,013.10
	Grand Totals:	34,766,484.00-	871,949.90-	14,006,545.05-	40.29%	20,758,938.95-

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
GENERAL					
Total 001:		4,062,192.85	257,284.91	431,756.88-	3,887,720.88
HOTEL MOTEL					
Total 002:		18,127.81	1,188.38	3,255.61-	16,040.58
ROAD USE TAX					
Total 110:		1,628,309.50	205,488.54	194,116.61-	1,639,681.43
EMPLOYEE BENEFITS					
Total 112:		708,605.52	20,852.70	.00	729,458.22
RUT CAPITAL					
Total 113:		534,836.98	1,056.04	472.28-	535,420.74
LOCAL OPTION SALES TAX					
Total 121:		824,156.45	524,892.76	323,421.72-	1,025,627.49
TAX INCREMENT FINANCING					
Total 125:		1,831,341.14	33,193.21	.00	1,864,534.35
LMI-SUBFUND					
Total 126:		419,608.65	.00	.00	419,608.65
RESTRICTED GIFTS					
Total 167:		3,322.92	13.14	6.57-	3,329.49
CEMETARY CIP/LAND					
Total 168:		28,136.44	.00	.00	28,136.44
LIBRARY TRUST					
Total 169:		14,005.60	10,849.00	10,336.13-	14,518.47
FIRE TRUST					
Total 171:		19,297.37	.00	.00	19,297.37
SCORE O&M					
Total 173:		292.28	.00	.00	292.28
NORTH STORY BASEBALL					
Total 174:		10,941.69	.00	199.00-	10,742.69
SENIOR CENTER TRUST					
Total 175:		18,326.49	.00	.00	18,326.49
GATES HALL PIANO					
Total 176:		21,017.51	.00	.00	21,017.51
ASSET FORFEITURE					
Total 177:		13,475.82	.00	.00	13,475.82
PARK OPEN SPACE					
Total 179:		181,041.61	30,566.13	61,132.26-	150,475.48
COLUMBIAN MAINTENANCE					
Total 180:		6,156.89	.00	.00	6,156.89
TRAIL MAINTENANCE					
Total 181:		92,230.69	.00	.00	92,230.69
DANIELSON TRUST					
Total 182:		297,089.89	.00	3,044.12-	294,045.77
LIB BLDG TRUST					
Total 183:		218.65	.00	.00	218.65
TREES FOREVER					
Total 184:		5,044.29	.00	.00	5,044.29
4TH OF JULY TRUST					
Total 185:		1,700.00	.00	.00	1,700.00
COMMUNITY BAND					
Total 186:		1,916.63	.00	.00	1,916.63
PUBLIC ART FUND					
Total 187:		4,733.02	.00	.00	4,733.02
DEBT SERVICE					
Total 200:		743,390.77	14,326.36	.00	757,717.13
CH CAMPUS PROJ					
Total 301:		648.98	.00	.00	648.98

LIBRARY ADDITION

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
LIBRARY ADDITION					
Total 302:		106,912.13	.00	.00	106,912.13
SC/FIELDHOUSE					
Total 304:		931,924.61	.00	2,606.00-	929,318.61
RAILROAD CROSSING IMP					
Total 305:		14,153.54-	.00	.00	14,153.54-
SPLASHPAD PROJECT					
Total 306:		737,065.15	.00	.00	737,065.15
SIDEWALK IMPROVEMENTS					
Total 307:		148,765.32	.00	.00	148,765.32
2024 CIP STS IMPROV PRO					
Total 309:		312,641.25-	.00	.00	312,641.25-
2026 CIP ST/WTR/STRM PROJECT					
Total 313:		7,222.00-	3,137,846.95	39,702.35-	3,090,922.60
2024 BRIDGE REPAIRS					
Total 314:		3,450.00	.00	.00	3,450.00
2024HMA OVERLAY F&G					
Total 318:		12,000.00-	.00	.00	12,000.00-
HARRINGTON PARK PROJECT					
Total 319:		12,499.34	.00	1,250.00-	11,249.34
TRAIL CIP RESERVE PROJ					
Total 321:		2,019.40	3,624.05	175.00-	5,468.45
ARP FUNDS					
Total 322:		600,840.02	.00	.00	600,840.02
CDBG DT FAÇADE PROJ					
Total 327:		77,588.42-	.00	9,800.00-	87,388.42-
PERPTUAL CARE					
Total 500:		183,014.08	.00	.00	183,014.08
HATTERY TRUST					
Total 501:		5,000.00	.00	.00	5,000.00
WATER					
Total 600:		5,364,136.67	302,969.54	100,138.51-	5,566,967.70
WATER DEPOSITS					
Total 601:		90,116.87	11,325.00	9,250.00-	92,191.87
WATER PLANT UPGRADE RSR					
Total 602:		2,338,135.70	4,620.75	.00	2,342,756.45
WATER 2012C/2020B BOND					
Total 605:		651,541.73	.00	.00	651,541.73
WATER CAPITAL REVOLVING					
Total 607:		480,387.18	923.48	13,096.88-	468,213.78
JORDAN WELL					
Total 608:		7,343.75-	191,757.06	95,878.53-	88,534.78
WTR CAPITAL PROJECTS					
Total 609:		42,248.30-	.00	.00	42,248.30-
SEWER					
Total 610:		6,476,293.93	557,937.74	231,988.27-	6,802,243.40
SEWER SRF REVOLVING					
Total 611:		2,932,603.91	5,795.57	.00	2,938,399.48
SEWER CONSTRUCTION					
Total 615:		1,473,491.20	2,911.87	63.20-	1,476,339.87
SEWER CAP IMP PROJECT					
Total 616:		1,517,539.79-	.00	19,838.38-	1,537,378.17-
SEWER EQUIP REVOLVING					
Total 617:		479,512.24	947.64	.00	480,459.88
SRF SPONSORED PROJECT					
Total 618:		107,508.86-	.00	19,342.25-	126,849.11-

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
LANDFILL/GARBAGE					
Total 670:		19,963.03-	6,236.92	55.00-	13,781.11-
STORM WATER					
Total 740:		1,028,052.32	17,722.17	76.22-	1,045,698.27
REVOLVING FUND					
Total 810:		1,617,326.01	115,190.50	214,196.48-	1,518,320.03
FLEXT BENEFIT REVOLVING					
Total 812:		47,821.44	5,881.68	7,034.36-	46,668.76
HEALTH INS, SELF FUND					
Total 813:		191,166.62	49,724.88	52,215.63-	188,695.87
OTHER INTERNAL SERV FUN					
Total 830:		353,702.57	698.01	.00	354,401.58
Grand Totals:		<u>35,427,757.94</u>	<u>5,515,805.98</u>	<u>1,844,448.24-</u>	<u>39,099,115.88</u>

Report Criteria:

Includes only accounts with balances or activity
 Includes grand totals
 [Report].ACCOUNT = none
 [Report].OBJECT CODE = none

Account Number	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total FUND: 001:		5,243,281.00	121,998.86	2,762,962.97	52.70%	2,480,318.03
Total HOTEL MOTEL:		6,100.00	412.77	5,239.32	85.89%	860.68
Total ROAD USE TAX:		1,271,811.00	70,322.87	744,045.96	58.50%	527,765.04
Total EMPLOYEE BENEFITS:		1,065,030.00	20,852.70	615,517.51	57.79%	449,512.49
Total RUT CAPITAL:		360,000.00	1,056.04	360,551.88	100.15%	551.88-
Total LOCAL OPTION SALES TAX:		1,227,000.00	210,415.20	1,087,800.47	88.66%	139,199.53
Total TAX INCREMENT FINANCING:		1,265,499.00	33,193.21	795,235.75	62.84%	470,263.25
Total LMI-SUBFUND:		70,620.00	.00	.00	0.00%	70,620.00
Total ECONOMIC DEVELOPMENT:		380,000.00	.00	114,455.86	30.12%	265,544.34
Total RESTRICTED GIFTS:		25.00	6.57	68.31	273.24%	43.31-
Total CEMETARY CIP/LAND:		200.00	.00	.00	0.00%	200.00
Total LIBRARY TRUST:		7,100.00	2,833.00	14,819.07	208.72%	7,719.07-
Total FIRE TRUST:		120.00	.00	.00	0.00%	120.00
Total SCORE-UNDESIGNATED:		50.00	.00	.00	0.00%	50.00
Total SCORE O&M:		5.00	.00	.00	0.00%	5.00
Total NORTH STORY BASEBALL:		.00	.00	5,000.00	0.00%	5,000.00-
Total SENIOR CENTER TRUST:		600.00	.00	125.00	20.83%	475.00

Account Number	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total GATES HALL PIANO:		100.00	.00	.00	0.00%	100.00
Total ASSET FORFEITURE:		100.00	.00	.00	0.00%	100.00
Total PARK OPEN SPACE:		34,500.00	.00	53,280.64	154.44%	18,780.64-
Total COLUMBARIAN MAINTENANCE:		520.00	.00	.00	0.00%	520.00
Total TRAIL MAINTENANCE:		21,000.00	.00	20,000.00	95.24%	1,000.00
Total DANIELSON TRUST:		2,000.00	.00	5,334.25	266.71%	3,334.25-
Total TREES FOREVER:		75.00	.00	.00	0.00%	75.00
Total 4TH OF JULY TRUST:		3,575.00	.00	1,700.00	47.55%	1,875.00
Total COMMUNITY BAND:		1,500.00	.00	200.00	13.33%	1,300.00
Total PUBLIC ART FUND:		7,000.00	.00	2,000.00	28.57%	5,000.00
Total DEBT SERVICE:		2,003,504.00	14,326.36	416,595.52	20.79%	1,586,908.48
Total LIBRARY ADDITION:		97,988.00	.00	97,492.50	99.49%	495.50
Total SC/FIELDHOUSE:		1,002,000.00	.00	.00	0.00%	1,002,000.00
Total SPLASHPAD PROJECT:		1,602,000.00	.00	.00	0.00%	1,602,000.00
Total 2026 CIP ST/WTR/STRM PROJECT:		1,100,000.00	3,137,846.95	3,137,846.95	285.26%	2,037,846.95-
Total 2024 BRIDGE REPAIRS:		1,800,000.00	.00	.00	0.00%	1,800,000.00

Account Number	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total HARRINGTON PARK PROJECT:		100,000.00	.00	.00	0.00%	100,000.00
Total TRAIL CIP RESERVE PROJ:		314,538.00	3,624.05	39,499.63	12.56%	275,038.37
Total ARP FUNDS:		10,000.00	.00	.00	0.00%	10,000.00
Total CDBG DT FAÇADE PROJ:		540,000.00	.00	48,293.00	8.94%	491,707.00
Total PERPTUAL CARE:		5,000.00	.00	4,200.00	84.00%	800.00
Total WATER:		2,999,093.00	291,931.62	2,595,509.43	86.54%	403,583.57
Total WATER DEPOSITS:		25,000.00	2,075.00	2,634.32	10.54%	22,365.68
Total WATER PLANT UPGRADE RSR:		230,000.00	4,620.75	246,529.05	107.19%	16,529.05-
Total WATER 2012C/2020B BOND:		458,050.00	.00	458,050.00	100.00%	.00
Total WATER CAPITAL REVOLVING:		203,000.00	923.48	208,684.90	102.80%	5,684.90-
Total JORDAN WELL:		.00	95,878.53	95,878.53	0.00%	95,878.53-
Total SEWER:		2,652,300.00	437,946.54	3,181,607.29	119.96%	529,307.29-
Total SEWER SRF REVOLVING:		2,994,467.00	5,795.57	58,165.27	1.94%	2,936,301.73
Total SEWER CONSTRUCTION:		3,120,000.00	2,848.67	174,261.59	5.59%	2,945,738.41
Total SEWER CAP IMP PROJECT:		.00	.00	769,061.89	0.00%	769,061.89-
Total SEWER EQUIP REVOLVING:		79,000.00	947.64	84,425.56	106.87%	5,425.56-

Account Number	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total SRF SPONSORED PROJECT:		1,500,000.00	.00	1,827,590.66	121.84%	327,580.66-
Total LANDFILL/GARBAGE:		82,800.00	6,236.92	54,948.74	66.36%	27,851.26
Total STORM WATER:		180,900.00	17,722.17	158,087.92	87.39%	22,812.08
Total REVOLVING FUND:		555,000.00	5,394.64	572,430.32	103.14%	17,430.32-
Total FLEXT BENEFIT REVOLVING:		.00	4,047.50	47,527.40	0.00%	47,527.40-
Total HEALTH INS, SELF FUND:		.00	49,352.82	453,866.48	0.00%	453,866.48-
Total OTHER INTERNAL SERV FUN:		.00	699.01	7,269.21	0.00%	7,269.21-
Grand Totals:		34,622,451.00	4,543,307.64	21,328,792.95	61.60%	13,293,658.05

Item # SE
Date: 4/27/24

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 4/13/24 or 4/27/24 Council Agenda

Business Name Gatherings 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.

4/21/24
Date

[Signature]
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

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

no orders during insp.

CLASS "C" RETAIL ALCOHOL LICENSE RENEWAL

Business Information

Name of Legal Entity: FARMHOUSE CATERING L C

FEIN: XX-XXX0251

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 385337

Premises Information

Premises DBA: GATHERINGS

Premises Address: 1024 6TH ST NEVADA IA 50201-1826

Premises Type: Convention Center/Hall

Number of Floors: 1

Control of Premises: Own

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: 25-Apr-2026

Length of License Requested: 12MONTH

Privilege(s) Requested

Endorsements

Local Authority: City of Nevada

Dramshop Company: ILLINOIS CASUALTY CO

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	HALL, EVIE	SSN	***-**-6731	28-Jan-19 80		120 E AVE NEVADA IA 50201	100.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: EVIE PETERSON

Phone Number: (515) 230-2717

Email Address: owner@gatheringsnevada.com

Address: 1024 6TH ST NEVADA IA 50201-1826

Attestation Information

Attestation Name: EVIE HALL

Attestation Date: 01-Apr-2026



NEVADA PUBLIC SAFETY DEPARTMENT

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

Item # 5E
Date: 4/27/26



Chris Brandes
Public Safety Director
Chief of Police

Nevada Public Safety Department – Fire & EMS

TO: Nevada City Council

FROM: Raymond Reynolds
Nevada Public Safety-Director of Fire and EMS

DATE: April 22, 2026

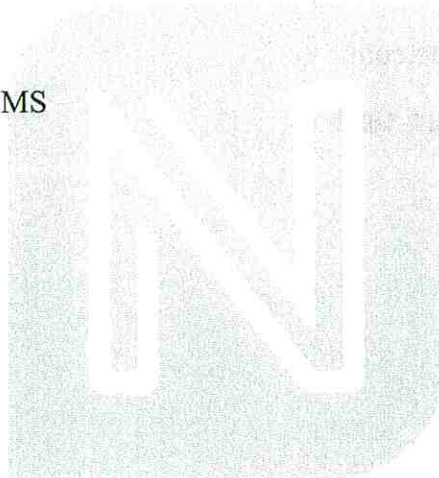
RE: Recommendation for Fire Department Probationary Membership Status.
Josh Hoffman

An application has been received from the above-mentioned applicant for membership with the Nevada Fire Department. A background check and the chief's interview were completed. The membership review was conducted and a successful 30-day training and orientation period was completed by the applicant. Per department Standard Operating Guidelines for new applicants, it is my recommendation this applicant be approved as a probationary member of Nevada Fire Department. Their probationary period is one-year upon completion of permanent membership training requirements.

Please contact me should you have questions regarding this memorandum.

Respectfully,

Ray Reynolds, Director of Fire & EMS





PROCLAMATION POPPY DAY

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

WHEREAS, millions who have answered the call to arms have died on the field of battle; and

WHEREAS, a nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and

WHEREAS, the red poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, the American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Ryan Condon, Mayor of the City of Nevada, Iowa do hereby proclaim the 22nd day of May, 2026 as POPPY DAY and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Nevada, Iowa to be affixed this 27th day of April, 2026.



Ryan Condon, Mayor

ORDINANCE NO. 1078 (2025/2026)
AN ORDINANCE AMENDING CHAPTER 165 (LAND DEVELOPMENT-ZONING REGULATIONS) OF THE CITY CODE TO UPDATE SUPPLEMENTAL USE REGULATIONS

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

SECTION 1. SECTION MODIFIED. Chapter 165 (Land Development – Zoning Regulations), Section 165.16 (Supplemental Use Regulations) is hereby amended by updating the **highlighted, bold underlined** language:

165.16 SUPPLEMENTAL USE REGULATIONS.

Purpose. The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Section 165.09 of this chapter. The regulations contained in this section pertain both to uses allowed by right within various zoning districts; and to uses that require approval as special uses by the Board of Adjustment. Nothing contained in this section shall limit the right of the Board of Adjustment to impose additional conditions on developments seeking special use approval.

3. Supplemental Use Regulations: Residential Uses.

- A. Zero-Lot Line Single-Family Detached Residential. Within a common development, one interior side yard may be equal to zero for single-family detached residential use, subject to the following additional regulations:
 - (1) The side yard opposite to the zero yard must equal at least twice the normal required minimum side yard and must taken by itself comply with all side yard requirements for the zoning district.
 - (2) The normal side yard setback requirement must be maintained adjacent to any lot with an existing structure not within the common development; or not otherwise designated for zero lot line use.
 - (3) An easement for maintenance of the zero lot line facade shall be filed with the Story County Recorder and the City Clerk at the time of application for a building permit.
- B. Single-Family Attached. Whenever single-family attached dwellings are constructed, there shall be recorded restrictive covenants or a common element agreement addressing the following issues:
 - (1) Wall in Common. These walls form a common wall between adjacent lots along a common lot boundary. Where such walls exist each owner of a lot shall grant to the adjacent owner sharing a common wall an easement over, across and under the portion of such owner's lot upon which the common is constructed. In addition, the rights and responsibilities for the repair and rebuilding of such walls shall be addressed in the easement document.
 - (2) Roofs. Those structures that share a common wall also share that portion of the roof which lies immediately above the common wall. Each owner of a lot upon which an improvement has been constructed shall keep in good maintenance and repair his or her respective roof so as not to cause damage to the roof of the adjoining lot owner. In addition, the rights and responsibilities for the repair and

rebuilding of such roofs shall be addressed in the easement document referenced in paragraph (1) above.

- (3) Shared Driveways and Sidewalks. All shared driveways and sidewalks shall be acknowledged as such and the respective owners of the affected lots shall have the right to use such driveways and sidewalks jointly. Cross easements shall be granted over, across and under that portion of each owner's lot where such shared driveways and/or sidewalks are located. In addition, the rights and responsibilities for the maintenance, repair and rebuilding of such driveways shall be addressed in the cross-easement document.
 - (4) Materials. The restrictive covenant or common development agreement shall address the need for the use of the same or similar materials for building elements, driveways and sidewalks when making repairs or when any portion of a group of attached single-family attached dwellings is rebuilt.
- C. Townhouse Residential. Where permitted, townhouse residential is subject to the following regulations:
- (1) The minimum width for any townhouse lot sold individually shall be 25 feet, except within an approved creative subdivision.
 - (2) Coverage percentages are computed for the site of the entire townhouse common development.
- D. Downtown Residential and Group Residential Uses in the DC District. Downtown Residential and Group Residential uses are permitted in the DC District subject to the following conditions:
- (1) Downtown and Group Residential uses are permitted in the DC District only on levels above street level except that a unit specifically designed for occupancy by disabled residents may be developed at street level, subject to approval by the Board of Adjustment.
 - (2) Residents of units must be informed by the owner of the building that lawful commercial uses have priority over residential uses.
 - (3) All upper level apartments must have two separate means of egress.
 - (4) Two parking spaces marked and reserved for tenants must be provided for each unit. This parking space shall be located within a maximum distance of 300 feet of the unit.
- E. Group Residential. Where permitted, Group Residential use must comply with the following requirements:
- (1) Within the AR, RR, R-1, R-2, and R-5 districts, no more than six persons in addition to the family of the owner shall be permitted to reside in an owner-occupied dwelling unit. No more than five persons shall be permitted to reside in a non owner-occupied dwelling unit.
 - (2) Within the R-3 and R-4 districts, no more than ten persons in addition to the family of the owner shall be permitted to reside in an owner-occupied dwelling unit. No more than seven persons shall be permitted to reside in a non owner-occupied dwelling unit.
 - (3) A minimum of 250 square feet must be provided in the dwelling unit for each resident.

- F. Mobile Home Parks. In the R-5 Mobile Home Residential District, which permits mobile home residential use, such use may be configured in a Mobile Home Park or Mobile Home Subdivision. Following the effective date of the Zoning Ordinance, no mobile home shall be located outside of a Mobile Home Park or Mobile Home Subdivision. A Mobile Home Park is subject to compliance with the following regulations:
- (1) Certification. A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection and any other applicable requirements shall be issued by the Zoning Administrator prior to the occupancy of any new Mobile Home Park or any expansion of an existing Mobile Home Park.
 - (2) Minimum and Maximum Area. A Mobile Home Park shall be considered to be one zoned lot. The contiguous area of a Mobile Home Park shall have a minimum of five (5) acres and a maximum of forty (40) acres.
 - (3) Density Requirements.
 - a. The minimum gross site area per dwelling unit shall be 5,000 square feet.
 - b. The minimum size of an individual mobile home space shall be 4,000 square feet for single-wide mobile home units and 6,000 square feet for double-wide mobile home units.
 - c. Each mobile home space shall have a width of at least 50 feet wide and a length of at least 80 feet.
 - (4) Site Development Standards.
 - a. Setbacks. Each Mobile Home Park shall have a minimum perimeter setback of 30 feet from adjacent nonresidential uses and 50 feet from adjacent residential uses. No space for a dwelling unit or any other structure shall be permitted in the required setback.
 - b. Setback Landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped and screened in conformance with Section 165.18 of this chapter. Screening shall be provided in conformance with Section 165.18 for any common property line with another nonresidential use.
 - c. Impervious Coverage: Impervious coverage for a Mobile Home Park shall not exceed 50 percent of the total site area.
 - d. Open Space: Each Mobile Home Park shall provide a minimum of 400 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians. Required perimeter setbacks or buffers shall not be credited toward the fulfillment of this requirement.
 - e. Separation Between Mobile Home Units: The minimum separation between a mobile home unit and attached accessory structure and any other mobile home units and/or accessory structure shall be **157** feet.
 - f. Separation and Setbacks for Accessory Buildings: An accessory building on a mobile home space shall maintain a minimum rear and side yard setback of five feet. A minimum distance of ten feet shall be provided between any mobile home and an unattached accessory building.

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

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

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

Passed and approved 1st Reading on this ___ day of April, 2026.

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

Passed and approved 3rd and final Reading on this ___ day of May, 2026.

Ryan Condon, Mayor

Erin Mousel, City Clerk

5020-01

HEID, KEN J
1207 7TH ST
5020

951 514-9203

1207 7TH ST

NEVADA IA 50201

Item #

8

Date:

4/27/26

Acct

Bal

Last

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Detail Billed Usage Chart Billed Amount Chart Billing Chart

	05/01/2026	04/01/2026	03/01/2026	02/01/2026	01/01/2026	12/01/2025	11/01/2025	10/01/2025	09/01/2025
WATER	43.07	.00	81.72	37.66	25.29	20.66	20.66	37.66	18.34
WATER usage	3,400	8600	8,400	2,700	1,100	500	500	2,700	200
SEWER	29.47	8.90	59.72	25.24	15.56	25.00	25.00	47.00	22.00
SEWER CONSTRUCTION	.00	.00	.00	.00	.00	8.00	8.00	8.00	8.00
SEWER SERVICE CHARGE	39.99	19.25	70.49	35.72	25.96	.00	.00	.00	.00
RESOURCE RECOVERY FEE	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60	1.60
STORM SEWER FEE	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25
DISCONNECT/RECONNECT FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
BLUE CARD FEE	.00	20.00	.00	.00	.00	.00	.00	.00	.00
WET TAX	2.58	.00	4.90	2.26	1.52	1.24	1.24	2.26	1.10
PENALTY WATER	.50	.50	.00	.00	.00	.00	.00	.00	.00
PENALTY SEWER	.50	.50	.00	.00	.00	.00	.00	.00	.00
PENALTY STORMWATER	.50	.50	.00	.00	.00	.00	.00	.00	.00
PENALTY RESOURCE RECOVERY	.50	.50	.00	.00	.00	.00	.00	.00	.00
Total charges	123.96	57.00	223.68	107.73	75.18	61.75	61.75	101.77	56.29
Previous balance	467.85	223.09	101.41	13.68	58.50	3.25	90.63	48.86	12.57
Payments	60.00	.00	102.00	20.00	120.00	.00	155.63	60.00	20.00
Adjustments	.00	187.76	.00	.00	.00	.00	.00	.00	.00
	531.81	467.85	223.09	101.41	13.68	58.50	3.25	90.63	48.86

5020-01 HEID, KEN J 1207 7TH ST A
 1207 7TH ST B
 5020 951 514-9203 NEVADA IA 50201 L

Display Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Meter ID	Service
17958802	WATER
13667578	WATER - Inventory

Meter: 17958802
 Route-Sequence: 28-0 EMR code:
 Multiplier: 100.0000 EMR ID:
 Sequence number: 1 MXU ID: 1583354940
 Size: 0.75 MXU type: B

Activity Meter Credit Usage Additional Fields Attachments Notes

Meter ID	Action Code	Period Date	Read Date	Multiplier	Reading	Reading Usage	Information Code
13667578	WATER Period Meter Reading	03/01/2025	02/03/2025	100	53	2,000	
13667578	WATER Period Meter Reading	04/01/2025	03/03/2025	100	61	800	
13667578	WATER Period Meter Reading	05/01/2025	04/01/2025	100	62	100	
13667578	WATER Period Meter Reading	06/01/2025	05/01/2025	100	67	500	
13667578	WATER Period Meter Reading	07/01/2025	06/02/2025	100	74	700	
13667578	WATER Period Meter Reading	08/01/2025	07/02/2025	100	76	200	
13667578	WATER Period Meter Reading	09/01/2025	08/04/2025	100	78	200	
13667578	WATER Period Meter Reading	10/01/2025	09/02/2025	100	105	2,700	
13667578	WATER Period Meter Reading	11/01/2025	10/02/2025	100	110	500	
13667578	WATER Period Meter Reading	12/01/2025	11/03/2025	100	115	500	
13667578	WATER Period Meter Reading	01/01/2026	12/02/2025	100	126	1,100	
13667578	WATER Period Meter Reading	02/01/2026	01/02/2026	100	153	2,700	
13667578	WATER Period Meter Reading	03/01/2026	02/02/2026	100	237	8,400	March bill
13667578	WATER Period Meter Reading	04/01/2026	03/02/2026	100	323	8,600	Adjusted April's bill
17958802	WATER Period Meter Reading	04/01/2026	03/02/2026	100	0	0	
13667578	WATER Meter Removed	04/01/2026	03/12/2026	100	355	3,200	
17958802	WATER Meter Installed	04/01/2026	03/12/2026	100	0	0	May's billing
17958802	WATER Period Meter Reading	05/01/2026	04/02/2026	100	2	200	

Location: _____ Location: _____

220-01 HEID, KEN J 1207 7TH ST 1207 7TH ST
 5020 951 514-9203 NEVADA IA 50201

play Compare History Transactions Customer Services Location Meters Backflow Contracts Loans Certification Credit History Supplemental

Meter ID	Service	Meter: 17958802
17958802	WATER	Route-Sequence: 28-0 EMR code:
13667578	WATER - Inventory	Multiplier: 100.0000 EMR ID:
		Sequence number: 1 MXU ID: 1583354940
		Size: 0.75 MXU type: B

Activity Meter Credit Usage Additional Fields Attachments Notes

Meter ID	Action Code	Period Date	Read Date	Multiplier	Reading	Reading Usage	Information Code
13667578	WATER Period Meter Reading	11/01/2025	10/02/2025	100	110	500	
13667578	WATER Period Meter Reading	12/01/2025	11/03/2025	100	115	500	
13667578	WATER Period Meter Reading	01/01/2026	12/02/2025	100	126	1,100	
13667578	WATER Period Meter Reading	02/01/2026	01/02/2026	100	153	2,700	
13667578	WATER Period Meter Reading	03/01/2026	02/02/2026	100	237	8,400	
13667578	WATER Period Meter Reading	04/01/2026	03/02/2026	100	323	8,600	
17958802	WATER Period Meter Reading	04/01/2026	03/02/2026	100	0	0	
13667578	WATER Meter Removed	04/01/2026	03/12/2026	100	355	3,200	
17958802	WATER Meter Installed	04/01/2026	03/12/2026	100	0	0	

April Billing
for Max's Billing

Billing adjustment - unknown reason why would not calc water at all or Sewer charges using M.C.O. old meter usage. 8,600



Erin Mousel

From: Amanda Brewer <abrewer@nevadalibrary.net>
Sent: Monday, April 13, 2026 3:02 PM
To: Erin Mousel
Subject: FW: Change Order for the Countertop Adjustment
Attachments: Updated estimate.pdf; Countertop Change order-001.pdf; counter top Cad renderings.pdf

Here is the updated financial info for the desk.

From: Jonas Christian <jonas@crowandtimber.com>
Sent: Friday, April 10, 2026 12:52 PM
To: Amanda Brewer <abrewer@nevadalibrary.net>
Subject: Change Order for the Countertop Adjustment

Hi Amanda,

Attached is Change Order CO-001 reflecting the expanded scope we discussed for the countertop adjustment project.

The revised scope covers the 92.5" L-shaped corner section instead of the original linear section of counter. It includes height reduction to 32", support structure modification, drop box relocation, bookshelf modification beneath the counter, and finish blending throughout. The change order brings the revised total to \$6,500.

I've also included an updated estimate and a CAD drawing of the revised section for your reference.

No additional deposit is required. The remaining balance will be due upon completion of the work.

Please review, sign, and send back the change order at your convenience. Happy to answer any questions before we get started.

--
Jonas Christian · Founder
Crow & Timber
Form Follows Fabrication.


crowandtimber.com · 515.203.3530
jonas@crowandtimber.com

CHANGE ORDER

CO-001 · Crow & Timber · Nevada Library Countertop Adjustment

CLIENT	ORGANIZATION	DATE	ESTIMATE NO.
Amanda Brewer	Nevada Library	April 10, 2026	1033

Original Scope

Lower a single linear section of the existing reception desk countertop to an ADA-compliant seated height of 32". Scope includes controlled demolition, precision cutting of existing countertop, modification of front face and support structure, fabrication and installation of lowered section, and finish matching.

Section dimensions: 62" long x 41" deep.

Original Contract Amount: **\$4,500.00**

Revised Scope

The scope has been expanded to include the 92.5" L-shaped corner section of the reception desk. All work described in the original scope applies to the revised area, including height reduction to 32", support structure modification, and finish matching throughout. Scope also includes relocation of the existing drop box and modification of the bookshelf unit beneath the counter to align with the revised counter height.

Revised section dimensions: Primary run: 91" long x 41" deep · Return leg: 66" long x 24" deep

Original contract amount	\$4,500.00
Change order CO-001 — expanded scope	+ \$2,000.00
Revised contract total	\$6,500.00

Authorization

By signing below, both parties agree to the revised scope and pricing described in this change order. All other terms of the original contract remain in effect.

Jonas Christian, Crow & Timber
Date: _____

Amanda Brewer, Nevada Library
Date: _____

ESTIMATE

Crow and Timber
1710 W K Ave unit 5
Nevada, IA 50201

Jonas@Crowandtimber.com
+1 (515) 338-0419
Crowandtimber.com



**CROW &
TIMBER**

Where Design Meets Craft

Bill to

Amanda Brewer
Nevada Library
631 K Ave
Nevada, IA 50201

Ship to

Amanda Brewer
Nevada Library
631 K Ave
Nevada, IA 50201

Estimate details

Estimate no.: 1035
Estimate date: 04/10/2026

Product or service	Description	Amount
Counter Height Modification	ADA Countertop Height Adjustment — Revised Scope (CO-001) Description: Expanded scope to include 92.5" L-shaped corner section. Work includes height reduction to 32", support structure modification, drop box relocation, bookshelf modification, and finish blending throughout. Original contract: \$4,500. Scope expansion: +\$2,000.	\$6,500.00

Total **\$6,500.00**

Ways to pay



Deposit due **\$3,250.00**

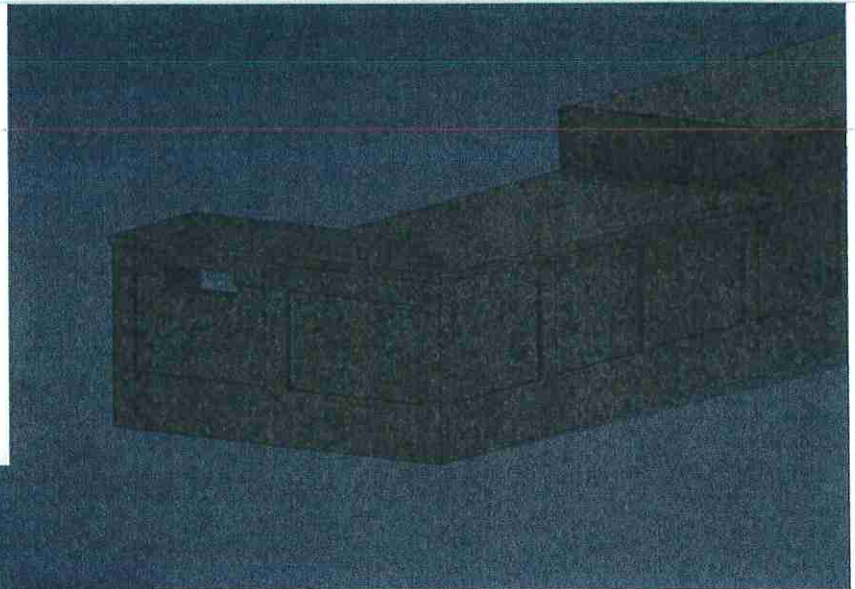
Accepted date

Accepted by

Nevada Library — Countertop Adjustment, Revised Scope, Change Order CO-001t

The following views reflect the updated scope of work, showing the full L-shaped counter section lowered to an ADA-compliant height of 32". All dimensions and details are as described in the accompanying change order.

Front Quarter view



Back Quarter view



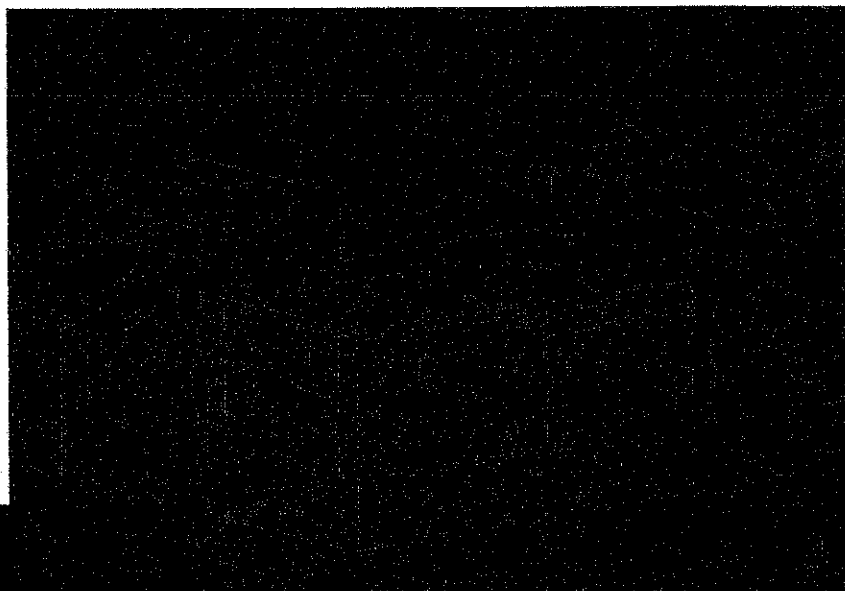
Straight on front view



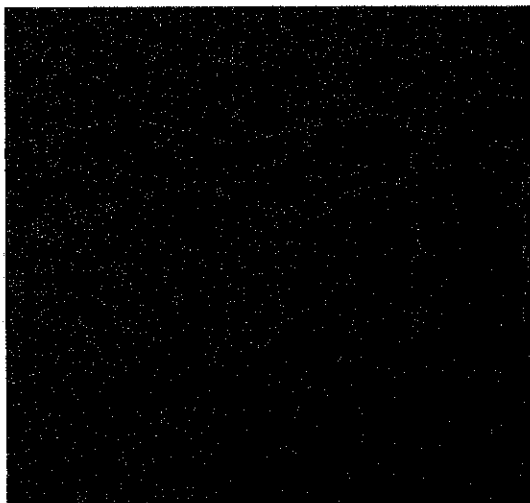
Nevada Library — Countertop Adjustment, Original Scope, Estimate 1033

The following views show the original scope of work prior to Change Order CO-001, reflecting the single linear section designated for height reduction. Included for reference only.

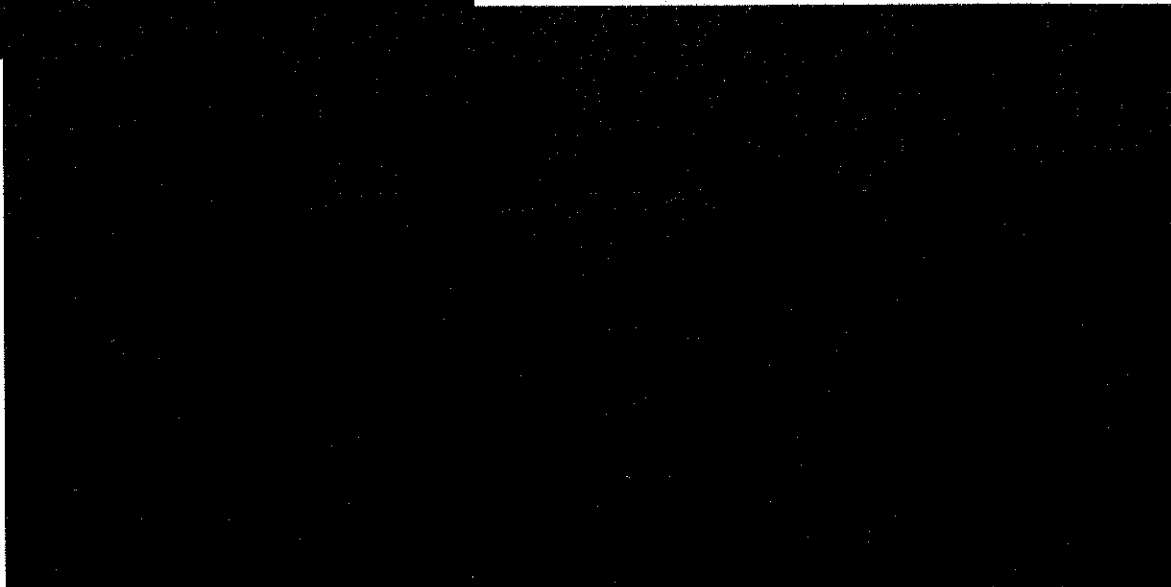
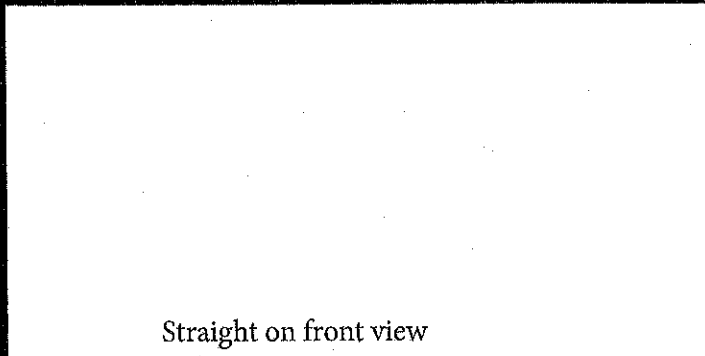
Front Quarter view



Back Quarter view



Straight on front view



Date: April 22, 2026

COUNCIL ACTION FORM

Agenda Item: Update Elevator Maintenance Agreement for the Nevada Field House

History:

Currently TK Elevator is providing maintenance and inspections for the Nevada Field House elevator. We have had several necessary repairs to the elevator over the past month. TK has provided much of this service, including parts and labor, at a reasonable cost to the City; even though much of the work and parts would not have been covered by our current maintenance agreement. In working with TK, they included many of the repairs, in good faith, with the intent that the City would purchase a higher-level maintenance agreement.

Our current agreement is a basic maintenance program package at a cost of \$108.58/month or \$1302.96/year. Staff believes it is in the City's best interest to look at a higher level of agreement to ensure these types of repairs are covered in the future. Our portion of the current repair is \$2,564.32.

Included are two agreement options. One is the Elevated package and the other is the Enhanced package. Both would need to have a Digital Service Agreement as well at \$14.00/month. With a one time \$250.00 set up fee.

Options:

1. Approve the Elevated Service Agreement from TK Elevator at a cost of \$159.18/month. \$1910.16 total/year.
2. Approve the Enhanced Service Agreement from TK Elevator at a cost of \$230.60/month. \$2767.20 total/year.
3. Do nothing at this time.

Staff Recommendation:

1. Staff is open to council recommendation. Essentially the difference in price from the Enhanced vs Elevated package would be approximately 2 hours of uncovered service repair each year of the contract. Please note, this year's cost would be prorated as we have already paid for our current maintenance agreement.

If you have any questions, please feel free to contact me at 515-382-4352 or by email at nevadarecreation@gmail.com

Erin Mousel

From: Erin Clanton <Erin.Clanton@brickgentrylaw.com>
Sent: Thursday, April 23, 2026 4:56 PM
To: Rhonda Maier
Cc: Erin Mousel; Jordan Cook; Lucas Battani
Subject: Re: TK Elevator Agreement

Warning: Unusual link

This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Hi Rhonda-

I have reviewed the agreements. A few things to note:

1. The City could supplement/add services throughout the term of the contract, but not reduce the amount of service.
2. If the City cancels the agreement earlier than the term, the entire unpaid sums for the term become due and owing. There are no provisions in the agreement that allow for City to terminate the agreement
3. The agreement is for 5 years, with automatic extensions of 5 year terms unless the City notifies them of cancellation within a window of 90-120 days before the auto renewal starts. These short windows for cancellation for a contract of this length (with auto 5 years) are problematic. Too many things can happen in the interim with the staff looking at these contracts. I always prefer that cities have to opt-in to a renewal with written notice rather than opt out.
4. They reserve the right to increase charges by 5% plus expenses on a semi-annual basis.
5. The terms require the City to name TK Elevator and its officers, agents, affiliates as additional insureds under its liability and excess policies. You'll want to make sure this isn't an issue.
6. TK Elevator does not warrant any of their work and disclaims any performance or reliability standards. This is common language in these types of agreements, but I always make sure clients are aware.

Overall, fairly standard terms for a service agreement, but this is definitely drafted in the vendor's best interest and not the City's.

I also wanted to confirm that this is not the same elevator company that caused Kerin so much strife?

Erin M. Clanton
Attorney at Law
Brick Gentry P.C.
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515-274-1450
Fax: 515-274-1488
erin.clanton@brickgentrylaw.com

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Circular 230 Disclaimer: To ensure compliance with Treasury Regulations governing written tax advice, please be advised that any tax

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NEVADA FIELD HOUSE

April 22, 2026

Purchaser CITY OF NEVADA

Location: NEVADA FIELD HOUSE

Address: 1209 6TH ST
NEVADA, IA 50201-1536

Address: 1717 FAWCETT PKWY
NEVADA, IA 50201-1536

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydraulic	16645	16645	EGF705	2	TK Elevator	Yes

Scope of Work

Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union of Elevator Constructors ("Regular Time").



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Parts Repair/Replacement

Service Activities also include the repair or replacement of only the following parts (using replacement parts of TK Elevator's choosing): motor brushes, operating-switch and relay components, plug-in relays and fuses (except main line disconnect). In order to qualify for repair or replacement under this Agreement such parts' repair or replacement must be necessitated solely by normal wear and tear and not a cause otherwise excluded elsewhere in this Agreement.

Service Activities Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP takes into consideration the age and usage of the Unit(s). Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes, "Service Requests" during Regular Time. Service Requests are defined as the dispatch of our technician to release any entrapped passengers from a Unit and/or to address adjustments to any of the parts listed under the section of this Agreement titled "Service Activities" so long as such adjustments are not otherwise excluded in this Agreement, take less than two (2) hours, excluding travel time and require, in TK Elevator's sole opinion, less than two (2) technicians to complete. Adjustments resulting from a Service Request that do not meet all three (3) conditions listed in the preceding sentence will be invoiced to Purchaser at our standard billing rates. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all material and labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

Equipment Type	Nickname	Covered Tests
Hydraulic	16645	annual safety tests

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.



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Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

Exclusions

Service Activities, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any part or component or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). Any Service Request and Overtime Service Requests that are necessitated by, in whole or in part, the condition, operation and/or non-operation of parts that are "obsolete" (as that term is defined below) are also (a) excluded from this Agreement and (b) constitute Billable Work. On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

With the passage of time, equipment technology and designs will change. If, at any time under this Agreement, (1) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part shall be considered "obsolete", regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Moreover, if, at any time after the expiration of the initial term of this Agreement, (A) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (B) that part was either (i) installed or (ii) manufactured ten (10) or more years earlier, that part will also be considered "obsolete". You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal,

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TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/used in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

TK Elevator offers an additional menu of services available as outlined in the attached MAX Exhibit for your consideration and acceptance at an additional fee. The services you select will be governed by the terms and conditions of this Agreement to the extent that they do not conflict with the terms and conditions of the MAX Exhibit. In the event of a conflict, the terms and conditions of the MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

The suite of services that you select, if any, from the attached MAX Exhibit and from the attached TK Elevator Communications Services Exhibit will hereinafter be referred to as the "Digital Service Package" and shall be (1)

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provided in accordance with the terms and conditions of both this Agreement and those found in those Exhibits and (2) billed as a separate line item from all other scopes of work specifically provided for by TK Elevator under this Agreement (the "TK Elevated Services").

Contract Term, Price & Payment

Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

If this Agreement is terminated before the end of either the initial or any subsequent 60-month period by either (A) TK Elevator for any breach by you or (B) by you for any reason other than our own default after you've provided any contractually-required notice and opportunity to cure, you agree as follows:

- (i) That TK Elevator may declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the parties agree are a good faith estimate of TK Elevator's damages and not a penalty;
- (ii) That you also agree to immediately pay to TK Elevator any promotional and/or volume-based discounts granted to you under this Agreement; and
- (iii) That TK Elevator may also terminate our obligations under this Agreement.

You further agree that the rights and obligations in (i), (ii) and (iii) above are material conditions of this Agreement, are reasonable and necessary, are not subject to offset, dispute or reduction and that under such circumstances, TK Elevator also reserves all of its other rights under this Agreement and applicable law.

Price

The price for the Agreement shall be \$145.18 per month, excluding taxes, payable annually in advance. The MAX Plus subscription listed in Exhibit A is an additional price of \$14.00 per unit, per month which will be billed as a separate line item in your invoice. The attached Exhibit(s) include details regarding the Digital Service Package associated with this Agreement. In the event that MAX Service subscription(s) are removed, the price of this Agreement shall increase \$30.00 per eligible unit, per month.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

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We reserve the right to semi-annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator related to your Unit(s) described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the Parties agree are a good faith estimate of TK Elevator's damages and not a penalty and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the

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removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and any resulting costs or fees shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS



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AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by us in the method, mode or manner of payment or any of our other rights under this Agreement shall not be construed as a waiver of any of our rights under this Agreement

Purchaser and TK Elevator are parties to an existing elevator maintenance agreement which will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

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Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

CITY OF NEVADA
(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)
K Wright

(Signature of Branch Representative)

(Print or Type Name)

Josh Vogel
General Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

4671 121st Street
Urbandale, IA 50323
(515) 283-2471

Thank you for choosing TK Elevator. We appreciate your business.

Wade Martin



Customer Onboarding Form

1) To elect a Payment Frequency other than Annual:

Initial To Accept

Semi-Annual	3% Addition	
Quarterly	4% Addition	
Monthly	7% Addition	

2) To opt out of Digital Subscription:

Initial To Accept

Manual Processing Fee (only applicable to compatible equipment)	\$30 per unit, per month	
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BILL TO INFORMATION

ACCOUNTS PAYABLE CONTACT

Company Name: _____

Name: _____

Address: _____

Phone: _____

Address 2: _____

Fax: _____

City: _____

Email: _____

State: _____

Zip Code: _____

TAX STATUS:

Are you tax exempt?

Exhibit A

MAX

MAX is TK Elevator’s smart, machine learning Internet of Things (“IoT”) solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a “Digital Service Package”), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment’s operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed.

With MAX, we are able to offer the following Digital Service Packages with value-added features (“features”) to your Agreement:

The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.

	MAX Plus	MAX Pro	MAX Premium
IoT Connected with MAX Virtual Coach MAX device connected to Tk Elevator's IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician's mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.	✓	✓	✓
Email Notifications Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.	✓	✓	✓
Web Portal & Mobile App Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.	✓	✓	✓
MAX Traffic Statistics Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal	✓	✓	✓
Real-Time Status and Failure Alerts Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.	✓	✓	✓
Auto Response / Dispatching As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.		✓	✓
No Charge Running on Arrival ("ROA") Guarantee Since we are monitoring your elevator's operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters' service, or is the subject of an engaged stop button/feature.		✓	✓



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	MAX Plus	MAX Pro	MAX Premium
MAX Team Monitoring The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.			✓
Predictive Intervention If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.			✓
Subscription Price per unit per month	\$14.00	\$39.00	\$95.00

Current Digital Service Package

We have included the following Digital Service Package notated below for the selected Unit(s).

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium	Price
NEVADA FIELD HOUSE	Hydraulic	16645	2	Current Selection			\$14.00

Price

In light of the selection in the chart above, you agree to an additional price of \$14.00 per month which will be billed to you separately from the price of the Agreement (the "Digital Services Charge"). The cost of the selected Digital Service Package is not subject to any discounts. In addition to the monthly amount, the Digital Service Package selected below also requires a one-time activation and setup fee of \$250.00. In the event that MAX Service subscriptions are removed, a \$30.00 charge will be applied to each eligible unit and the price of this Agreement shall increase by \$30.00 per month.

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion. The Digital Service Package noted above may be substituted for another package with thirty (30) days written notice.



Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
NEVADA FIELD HOUSE	Hydraulic	16645	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

Price

In light your selections in the chart above, you agree to an additional price of \$0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the "TK Elevator Communications Services Charge"). The TK Elevator Communications Services Charge is not subject to any discounts

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications' call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis. Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

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TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (**911 is not sufficient, local phone numbers are required**):

Police Department: () -

Fire Department: () -

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.





Customer Portal & Mobile App setup form

Name:	K Wright		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	5153824352		
Email:	kwright@cityofnevadaIowa.org		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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April 22, 2026

NEVADA FIELD HOUSE

Purchaser CITY OF NEVADA

Location: NEVADA FIELD HOUSE

Address: 1209 6TH ST
NEVADA, IA 50201-1536

Address: 1717 FAWCETT PKWY
NEVADA, IA 50201-1536

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Covered Equipment

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer	MAX Eligible
Hydraulic	16645	16645	EGF705	2	TK Elevator	Yes

Scope of Work

Service Activities

TK Elevator will maintain the Units as follows: (A) examine only the following parts, which will be accomplished either in person or through MAX (as described elsewhere in this Agreement) or any other TK Elevator technology system, and (B) shall adjust and lubricate only the following parts, with (A) and (B) performed as TKE, in its sole opinion, determines as necessary to promote the proper operation of those Units (collectively, "Service Activities"):

- Relays, transducers, resistors, condensers, transformers, contacts, leads, dashpots, steel selector tapes.
- Door operators, car door hangers, car door contacts, car safety mechanisms, car and counterweight guide shoes rollers and gibs.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machine thrust bearings, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, operating-switch and relay components, plug-in relays.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors.

All Service Activities will be performed Monday to Friday, 8:00 AM to 3:30 PM except during holidays recognized in the National Elevator Bargaining Association's collective bargaining agreement with the International Union of Elevator Constructors ("Regular Time").

Parts Repair/Replacement

Service Activities also include the repair or replacement of only the parts listed in the section directly above in the bullet points (using replacement parts of TK Elevator's choosing) and only so long as such parts' repair or replacement are both necessitated solely by normal wear and tear and are not otherwise excluded elsewhere in this Agreement.

Service Activities Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully



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executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP takes into consideration the age and usage of the Unit(s). Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes "Service Requests" that are fully completed during Regular Time. Service Requests are defined as the dispatch of our technician to release any entrapped passengers from a Unit and/or to address only adjustments to any of the parts listed under the section of this Agreement titled "Service Activities" so long as such adjustments are not otherwise excluded in this Agreement. Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On all Overtime Service Requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard Overtime billing rates.

Testing

Equipment Testing

Equipment Type	Nickname	Covered Tests
Hydraulic	16645	annual safety tests

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Unit(s) in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees or any costs incurred by TK Elevator.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code which will be billed at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the repairs are performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.



Exclusions

Service Activities, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any part or component or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). Any Service Request and Overtime Service Requests that are necessitated by, in whole or in part, the condition, operation and/or non-operation of parts that are "obsolete" (as that term is defined below) are also (a) excluded from this Agreement and (b) constitute Billable Work. On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

With the passage of time, equipment technology and designs will change. If, at any time under this Agreement, (1) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part shall be considered "obsolete", regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. Moreover, if, at any time after the expiration of the initial term of this Agreement, (A) any part that is specifically listed as eligible for repair or replacement under the section of this Agreement entitled "Service Activities" cannot, in TK Elevator's sole opinion, be safely repaired and (B) that part was either (i) installed or (ii) manufactured ten (10) or more years earlier, that part will also be considered "obsolete". You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Should Purchaser elect to modernize any Unit described in this Agreement during the original or any renewal term of this Agreement, Purchaser agrees to provide TK Elevator with the modernization proposals prepared by any other vendor and at least fourteen (14) calendar days thereafter to both evaluate such proposals and, at TK Elevator's sole option, make its own proposal to Purchaser. Should Purchaser thereafter elect to accept the proposal of another vendor, the Parties agree that the current term of this Agreement applicable to the Units that are the subject of such modernization shall be frozen until the modernization work is complete and TK Elevator has inspected such work and deemed the modernized Unit acceptable for service under the terms of this Agreement. In the event such Unit is not, in TK Elevator's sole opinion, acceptable for service under the terms of this Agreement, TKE will submit a written proposal to Purchaser to address the items in question at an additional cost. Should Purchaser decline that proposal, TKE retains the right to remove the Unit from the Agreement and adjust the price accordingly or cancel the Agreement if the proposal affects all Units that are the subject of the Agreement.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s) as well as all data collected by the Device(s) and all data sent by the Device(s) to TK Elevator (all such data generated, collected, and/or sent shall be collectively referred to herein as the "MAX Data"). Purchaser agrees that all MAX Data is, and shall be, owned by TK Elevator and agrees to assign and hereby does assign any right, title or interest it may have in such MAX Data to TK Elevator. Any Device, once installed, is not intended, nor should it be considered, as a fixture.

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Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device and the MAX Data contain trade secrets belonging to TK Elevator, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or the MAX Data and shall treat the MAX Data as confidential information of TK Elevator, including by using no less than reasonable care to protect the confidentiality of such MAX Data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/used in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

TK Elevator offers an additional menu of services available as outlined in the attached MAX Exhibit for your consideration and acceptance at an additional fee. The services you select will be governed by the terms and conditions of this Agreement to the extent that they do not conflict with the terms and conditions of the MAX Exhibit. In the event of a conflict, the terms and conditions of the MAX Exhibit will exclusively govern the subject matter of those terms and conditions.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

The suite of services that you select, if any, from the attached MAX Exhibit and from the attached TK Elevator Communications Services Exhibit will hereinafter be referred to as the "Digital Service Package" and shall be (1) provided in accordance with the terms and conditions of both this Agreement and those found in those Exhibits and (2) billed as a separate line item from all other scopes of work specifically provided for by TK Elevator under this Agreement (the "TK Enhanced Services").

Contract Term, Price & Payment

Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by



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certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

If this Agreement is terminated before the end of either the initial or any subsequent 60-month period by either (A) TK Elevator for any breach by you or (B) by you for any reason other than our own default after you've provided any contractually-required notice and opportunity to cure, you agree as follows:

- (i) That TK Elevator may declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the parties agree are a good faith estimate of TK Elevator's damages and not a penalty;
- (ii) That you also agree to immediately pay to TK Elevator any promotional and/or volume-based discounts granted to you under this Agreement; and
- (iii) That TK Elevator may also terminate our obligations under this Agreement.

You further agree that the rights and obligations in (i), (ii) and (iii) above are material conditions of this Agreement, are reasonable and necessary, are not subject to offset, dispute or reduction and that under such circumstances, TK Elevator also reserves all of its other rights under this Agreement and applicable law.

Price

The price for the Agreement shall be \$216.60 per month, excluding taxes, payable annually in advance. The MAX Plus subscription listed in Exhibit A is an additional price of \$14.00 per unit, per month which will be billed as a separate line item in your invoice. The attached Exhibit(s) include details regarding the Digital Service Package associated with this Agreement. In the event that MAX Service subscription(s) are removed, the price of this Agreement shall increase \$30.00 per eligible unit, per month.

The price of this Agreement contemplates that each Unit covered under this Agreement will make no more than 37,000 trips, defined as passenger-initiated travel of the Unit between two (2) to ten (10) landings as determined by TK Elevator, within any six (6) month period. In the event that any Unit covered by this Agreement makes more than 37,000 trips within any six (6) month period during the term of this Agreement then Purchaser agrees to pay TK Elevator an additional fee equal to 2% to the monthly billing amount during the following six (6) month period for each such Unit which will appear as a separate line item on any applicable invoice or on a separate invoice altogether.

The price of this Agreement does not include any value added taxes, tariffs, duties or similar assessments imposed on TK Elevator for any parts and/or components replaced under this Agreement or for the related increase in the cost of such parts and/or components charged by their suppliers (collectively, the "Additional Costs"). In the event any such Additional Costs are incurred by TK Elevator, TK Elevator shall provide Purchaser reasonable written notice that such Additional Costs will be invoiced to the Purchaser on the next invoice sent by TK Elevator and Purchaser agrees to pay, such Additional Costs, together with TK Elevator's profit and overhead associated with those amounts, all in addition to the price of this Agreement.

We reserve the right to semi-annually increase all charges under this Agreement five percent plus an additional amount resulting from any increase of any of TK Elevator's expenses relating to one or more of the following categories during the preceding calendar year: labor, employment benefits, materials, tools, vehicles, fuel, rent, internet and/or communication access, data storage, utilities, logistics/shipping, waste disposal, taxes, tariffs, and any governmentally-imposed charges.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. Any payments by credit card shall be subject to a 3% credit card fee. If you do not timely pay any sum due to TK Elevator related to your Unit(s) described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- suspend all services until all amounts due have been paid in full, and/or



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- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages which the Parties agree are a good faith estimate of TK Elevator's damages and not a penalty and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Unit(s)) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

All invoices generated in connection with services performed under this Agreement shall be delivered to Purchaser electronically. It shall solely be Purchaser's responsibility to ensure that TK Elevator, at all times, has been provided with accurate Purchaser contact information in order to successfully deliver such invoices. TK Elevator reserves the right to apply any overpayments it receives from Purchaser to any open invoices issued in connection with the subject matter of this Agreement regardless of whether or not the invoices were generated in connection with this Agreement or with any other contract, agreement, or work order between the parties.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. In the event of a passenger entrapment, you agree to call TK Elevator immediately and, absent a medical emergency, wait for a TK Elevator technician to release the passenger(s). You agree to separately pay TK Elevator to repair or replace any parts of the Unit(s) damages in connection with your failure to do so. You agree that your employees, agents and/or contractors shall not attempt to release or extricate any entrapped passenger(s) from the Unit(s) in light of the life safety risks such attempts create. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s) involving personal injury or property damage and that you will be solely responsible for preserving any parts that are replaced after such occurrence or accident. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F, with relative humidity less than 95% non-condensing at all times. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or

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repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and any resulting costs or fees shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

This Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws absent its inclusion elsewhere in this Agreement of any later amendment.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property



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damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights is not intended to be, nor shall it operate to forfeit or waive any of those rights. Moreover, any extension, indulgence or change by us in the method, mode or manner of payment or any of our other rights under this Agreement shall not be construed as a waiver of any of our rights under this Agreement.

Purchaser and TK Elevator are parties to an existing elevator maintenance agreement which will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

CITY OF NEVADA
(Purchaser):

TK Elevator Corporation Management Approval

By:

By:

(Signature of Authorized Individual)
K Wright

(Signature of Branch Representative)

(Print or Type Name)

Josh Vogel
General Manager

(Print or Type Title)

(Date of Acceptance)

(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

4671 121st Street
Urbandale, IA 50323
(515) 283-2471

Thank you for choosing TK Elevator. We appreciate your business.

Wade Martin

Customer Onboarding Form

1) To elect a Payment Frequency other than Annual:

Initial To Accept

Semi-Annual	3% Addition	
Quarterly	4% Addition	
Monthly	7% Addition	

2) To opt out of Digital Subscription:

Initial To Accept

Manual Processing Fee (only applicable to compatible equipment)	\$30 per unit, per month	
--	--------------------------	--

BILL TO INFORMATION

ACCOUNTS PAYABLE CONTACT

Company Name: _____

Name: _____

Address: _____

Phone: _____

Address 2: _____

Fax: _____

City: _____

Email: _____

State: _____

Zip Code: _____

TAX STATUS:

Are you tax exempt?

Exhibit A

MAX

MAX is TK Elevator’s smart, machine learning Internet of Things (“IoT”) solution that has the ability to increase elevator availability and reduce out-of-service situations through real-time diagnostics. Connected 24/7/365, machine data covering topics such as door movements, trips, power-ups, car calls, and error codes is collected from MAX-connected elevators worldwide and is sent to the cloud. From there, depending on the menu of services you select below (a “Digital Service Package”), unique algorithms that are capable of analyzing that data and recognizing patterns to assist in computing the equipment’s operation and providing precise and predictive diagnostics can be delivered to the technician in near real time, indicating where intervention is needed.

With MAX, we are able to offer the following Digital Service Packages with value-added features (“features”) to your Agreement:

The (CHECK MARKS) below indicate which features are available in each of the individual Digital Service Packages.

	MAX Plus	MAX Pro	MAX Premium
IoT Connected with MAX Virtual Coach MAX device connected to Tk Elevator’s IoT-based cloud enabling near real-time status and communication. Information obtained via machine learning is sent to our technician’s mobile device with the service request to promote early diagnosis, faster fixes and reduced downtime.	✓	✓	✓
Email Notifications Stay informed of recent services provided via entries generated by our technicians available for your review in our customer web-based portal.	✓	✓	✓
Web Portal & Mobile App Secure access to your account including basic unit information and historical service information via web and native Android & iOS Apps.	✓	✓	✓
MAX Traffic Statistics Make smarter, data-driven decisions about your building by analyzing how elevator traffic changes over time in our customer web-based portal	✓	✓	✓
Real-Time Status and Failure Alerts Near real-time push notifications available via a mobile App or e-mail when a MAX-enabled unit shuts down and is returned to service.	✓	✓	✓
Auto Response / Dispatching As soon as our MAX technology verifies a failure we will immediately respond during Regular Time or seek your authorization to respond during Overtime to get your equipment back up and running.		✓	✓
No Charge Running on Arrival (“ROA”) Guarantee Since we are monitoring your elevator’s operation, we will not bill you if our technician is dispatched on regular time and finds the unit ROA or is on independent service, firefighters’ service, or is the subject of an engaged stop button/feature.		✓	✓



TK Enhanced Agreement

Universal Service by TK Elevator
Any Brand | Any Place | Any Time

	MAX Plus	MAX Pro	MAX Premium
<p>MAX Team Monitoring The MAX Premium team of experts will perform a regular review of the traffic and service history, predictive analytics and other relevant data and insights to promote optimum uptime and recommendations to keep your building moving most efficiently.</p>			✓
<p>Predictive Intervention If during its review of traffic and service history, predictive analytics and other relevant data our MAX Premium team of experts recognizes what it believes to be a certain upcoming failure on a unit we will pre-emptively dispatch a technician to investigate and address the issue. These preventative actions taken before your elevator fails will increase your equipment's uptime and reduce inconvenience.</p>			✓
Subscription Price per unit per month	\$14.00	\$39.00	\$95.00

Current Digital Service Package

We have included the following Digital Service Package notated below for the selected Unit(s).

Building Name	Equipment Type	Nickname	Stops	MAX Plus	MAX Pro	MAX Premium	Price
NEVADA FIELD HOUSE	Hydraulic	16645	2	Current Selection			\$14.00

Price

In light of the selection in the chart above, you agree to an additional price of \$14.00 per month which will be billed to you separately from the price of the Agreement (the "Digital Services Charge"). The cost of the selected Digital Service Package is not subject to any discounts. In addition to the monthly amount, the Digital Service Package selected below also requires a one-time activation and setup fee of \$250.00. In the event that MAX Service subscriptions are removed, a \$30.00 charge will be applied to each eligible unit and the price of this Agreement shall increase by \$30.00 per month.

Unless otherwise provided for in the Agreement, any Service Requests, repairs, or maintenance initiated by the Digital Service Package shall be performed during Regular Time.

As technology changes or enhancements to our Digital Service Packages become available, TK Elevator may, in its sole discretion, change any aspect of any feature on thirty (30) days written notice to Purchaser. Such changes can include, but would not be limited to, modifying, adding or eliminating content, access to information and/or reports, application support, operating system support and other aspects that TK Elevator may deem appropriate in its sole opinion. The Digital Service Package noted above may be substituted for another package with thirty (30) days written notice.



Exhibit B

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your elevator service agreement with TK Elevator (the "Agreement"). We have notated below each additional TK Elevator Communications Service that you have selected for each of the Unit(s) covered under your Agreement and the corresponding total price per month of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
NEVADA FIELD HOUSE	Hydraulic	16645	Current Selection	

Elevator telephone # is not required on units with MAX Link selected.

Price

In light of your selections in the chart above, you agree to an additional price of \$0.00 per month which will be billed to you as a separate line item from all other scopes of work specifically provided for by TK Elevator under your Agreement (the "TK Elevator Communications Services Charge"). The TK Elevator Communications Services Charge is not subject to any discounts.

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above, so long as those specific Units have operational telephone equipment capable of placing an outgoing call to TK Elevator Communications' call center, we will provide monitoring of such calls through that call center on a 7 days per week, 24 hours per day, 365 days per year basis. Depending on the nature of each call and circumstances, TK Elevator Communications' operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communications' call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

TK Enhanced Agreement

Universal Service by TK Elevator
Any Brand | Any Place | Any Time

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



Customer Portal & Mobile App setup form

Name:	K Wright		
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:	5153824352		
Email:	kwright@cityofnevada.iowa.org		
Subscribe to email notifications:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RESOLUTION NO. 077 (2025/2026)

**A RESOLUTION DFECLARING SURPLUS CITY PROPERTY AND
AUTHORIZING ITS DISPOSAL**

WHEREAS, the City of Nevada, Iowa is in possession of old road signs which have been retired and replaced with new signage; and

WHEREAS, Nevada no longer is in need of these old roads signs, but they still may be of interest to the general public; and

WHEREAS, is in the best interest of Nevada that these road signs be deemed "surplus" and disposed of; and

WHEREAS, in the event the City's local consignment shops are willing to accept transfer of the old road signs, the City may dispose of such signs to the consignment shops to sell on a first-come, first-serve basis; and

WHEREAS, in the event the City's local consignment shops are not willing to accept transfer of the old road signs, the City may dispose of such signs as determined by the City Manager; and

NOW THEREFORE BE IT RESOLVED the City of Nevada declares that the old road signs are surplus property.

BE IT FURTHER RESOLVED the City of Nevada finds there is no further public use for these old road signs by the City and authorizes that such signs be donated to local consignment shops for the sale of same on a first-come, first-serve basis with the understanding that the local consignment shops accept said signs "as is" without warranty, guarantee, or representation of any kind; or in the alternative that such signs be disposed as further determined by the City Manager.

PASSED AND APPROVED this 27th day of April, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Item # 12
Date: 4/27/26

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

RESOLUTION NO. 078 (2025/2026)

A RESOLUTION ACCEPTING AND APPROVING THE PLAT OF SURVEY FOR ROSK DEVELOPMENT LLC, PART OF "N" AVENUE NEVADA, STORY COUNTY, IOWA

WHEREAS, there has been submitted to the City Council of the City of Nevada, Iowa, the Plat of Survey, Story County, Iowa, within the Jurisdiction of the City of Nevada, Iowa; and

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

WHEREAS, the survey includes the addition of the right-of-way parking for apartment complex; and

WHEREAS, it is the opinion of the City Council of the City of Nevada, Iowa, that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the Plat of Survey for Rosk Development LLC, Part of "N" Avenue be accepted and approved; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, that the Plat of Survey for Rosk Development LLC, Part of "N" Avenue, Nevada, Story County, Iowa, be and hereby accepted and approved.

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

Passed and Approved this 27th day of April, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

INDEX LEGEND	
LOCATION:	STORY COUNTY, NEVADA, IOWA STEWARTS ADDN, BLK B, LOT 2
REQUESTOR:	GREGORY L ROSS, IA PLS NO. 13286
PROPRIETOR:	ROSK DEVELOPMENT, LLC 1110 6TH ST NEVADA, IOWA 50201
SURVEYOR:	GREGORY L ROSS, IA PLS NO. 13286
COMPANY:	ROSS LAND SURVEYING, INC PO BOX 336, JOHNSTON, IA 50131
RETURN TO:	ROSS LAND SURVEYING, INC PO BOX 336, JOHNSTON, IA 50131
INDEX LEGEND	

AREA ABOVE FOR RECORDATION ONLY

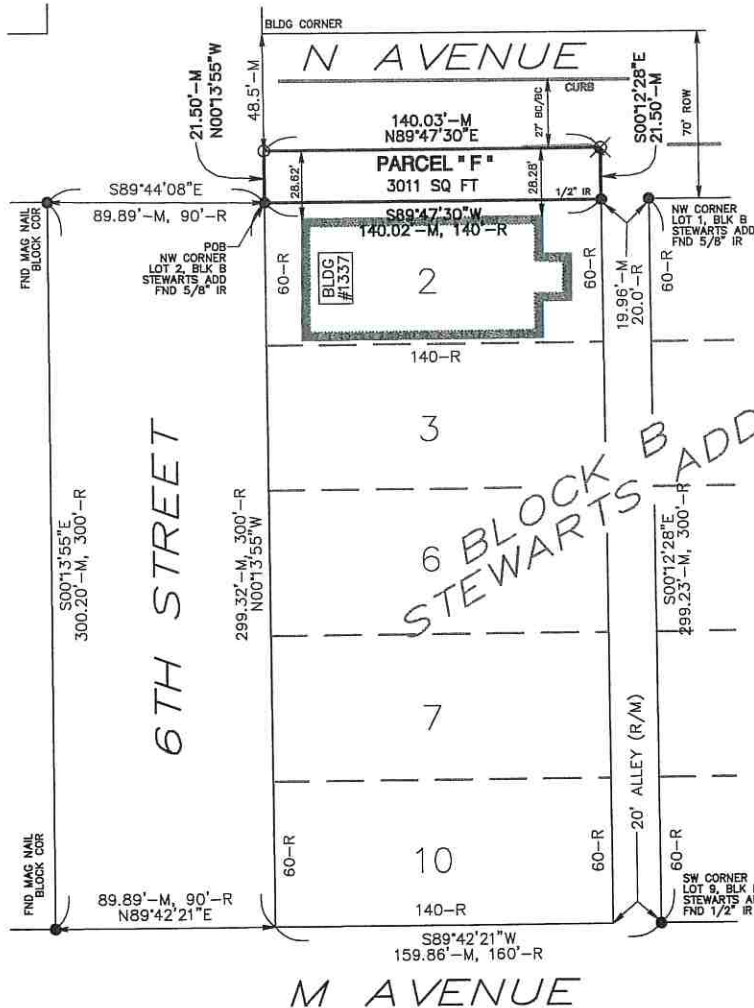
PLAT OF SURVEY

OWNER OF PROPERTY:

CITY OF NEVADA
PO BOX 530
NEVADA, IOWA 50201

LEGAL DESCRIPTION- PARCEL "F"

ALL THAT PART OF THE SOUTH 21.50 FEET OF THE EXISTING RIGHT-OF-WAY OF "N" AVENUE, LYING NORTH OF A ADJOINING LOT 2 IN BLOCK B IN STEWART'S ADDITION TO THE CITY OF NEVADA, STORY COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK B IN SAID STEWART'S ADDITION; THENCE NORTH 00°13'55" WEST, A DISTANCE OF 21.50 FEET; THENCE NORTH 89°47'30" EAST, A DISTANCE OF 140.03 FEET; THENCE SOUTH 00°12'28" EAST, A DISTANCE OF 21.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°47'30" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 140.02 FEET TO THE POINT OF BEGINNING, CONTAINING 3,011 SQUARE FEET OR 0.07 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.



ROSS LAND SURVEYING Inc.
PO Box 336,
Johnston, Iowa 50131
PH 616 284 2887
rosslandsurveying.com

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Signed: GREGORY L. ROSS, PLS
Date: December 31, 2026
Iowa License No. 13286
My license renewal date is December 31, 2026
PAGES COVERED: 1

- FOUND CORNER
- SET 1/2" IR with orange plastic cap #13286
- CALCULATED CORNER ONLY
- ✕ CUT "X"
- ▲ SECTION CORNER
- IP/GP IRON PIPE/GAS PIPE
- IR IRON ROD
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- W/YPC [#] WITH [COLOR ABBREVIATION] PLASTIC CAP [SURVEYOR LICENSE NUMBER]

GRAPHIC SCALE 1"=50'

P.142 0 50'

JOB NUMBER: 9584

FIELD WORK DONE: MAR 2026
BEARING=SFC IA, NORTH

PLAT OF SURVEY FOR
ROSK DEVELOPMENT LLC

PART OF "N" AVENUE NEVADA, IOWA

RESOLUTION NO. 079 (2025/2026)

A RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT

WHEREAS, the City Council of Nevada, Iowa (the “City”) owns certain real property located in Story County, Iowa, legally described in Exhibit A and depicted in Exhibit B attached to the Real Estate Purchase Agreement (the “Property”); and

WHEREAS, the City has negotiated a Real Estate Purchase Agreement (the “Agreement”) with Flummerfelt’s Country Club Estates MHC, LLC (the “Buyer”) for the sale of the Property for the sum of \$500.00, subject to the terms and conditions set forth therein; and

WHEREAS, the City has determined that it has no current or anticipated public use for the Property, and that the sale of the Property is in the best interests of the City and its residents; and

NOW, THEREFORE, be it resolved by the City Council of Nevada, Iowa:

1. The Real Estate Purchase Agreement between the City of Nevada, Iowa and Flummerfelt’s Country Club Estates MHC, LLC for the sale of the Property is hereby approved.
2. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 27th day of April, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is executed this ____ day of ~~March~~ April 2026, by and between THE CITY OF NEVADA, IOWA ("Seller") and FLUMMERFELT'S COUNTRY CLUB ESTATES MHC, LLC, an Iowa limited liability company, ("Buyer") (Buyer and Seller are at times referred to herein as the "Parties" or, each referred to individually, as a "Party").

1. **PROPERTY PURCHASED.** The Buyer hereby offers to buy, and the Seller agrees to sell the real property situated in Story County, Iowa, which is part of the property legally described in the attached Exhibit A, and as tentatively depicted in the attached Exhibit B, incorporated herein by this reference, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, (the "Property").

2. **PURCHASE PRICE.** The Purchase Price shall be \$500.00 to be paid in full at Closing.

3. **REAL ESTATE TAXES.** No property tax adjustment or proration shall apply.

4. **SPECIAL ASSESSMENTS.** (a) Seller shall pay in full all special assessments which are a lien on the Property as of the date of acceptance as shown below. (b) All charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after closing, shall be paid by Seller. (c) Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller via an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. (d) Buyer shall pay all other special assessments.

5. **RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

6. **ABSTRACT AND TITLE.** ~~Seller does not have an abstract for the Property. Buyer may obtain a title certificate, at their expense, for the Property. Seller, not more than thirty (30) days after execution of this Agreement, at its cost, agrees to deliver to Buyer or Buyer's attorney, for examination, an abstract of title continued to a date not later than the date of this Agreement, showing merchantable title in accordance with this Agreement, Iowa law and the Iowa Title Standards.~~ After review by Buyer or Buyer's attorney, Buyer shall deliver written notice to Seller of all matters of title to the Property of which Buyer disapproves (the "Title Objections"). Within ten (10) days of receipt of Buyer's Title Objections, Seller shall notify Buyer in writing whether Seller intends to cure such Title Objections at its expense. If Seller elects to cure such Title Objections, Closing will be postponed, if necessary, pending correction of title. If title to the Property is not marketable and is not made so by Seller within ten (10) days from the date Seller receives Buyer's written objections, or if Seller notifies Buyer that Seller has elected not to cure Buyer's Title Objections, then Buyer may, at its option, elect to (i) terminate this Agreement by giving written notice of termination to Seller, ~~and all money paid by Buyer shall be immediately returned to Buyer,~~ and thereafter this Agreement shall have no force or effect except for provisions which expressly survive termination; or (ii) waive any defects to the title and proceed to Closing. If title to the Property is found to be marketable or is made so, or if Buyer does not object to title in writing, then Buyer will be deemed to have accepted title as marketable. Buyer shall bear the expense of any initial title opinion performed in conjunction with this Agreement.

Seller shall bear the expense of any subsequent title work necessitated by the Title Objections. ~~After examination by Buyer or Buyer's attorney, the abstract shall be held by Seller until delivery of Warranty Deed, at which time the abstract shall be delivered to Buyer and shall become Buyer's sole property. Seller agrees to pay for additional abstracting which may be required by the Title Objections, or the acts, omissions, death or incompetency of Seller occurring before delivery of deed.~~

7. **CLOSING.** Pursuant to the terms of and subject to the conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place on the date that is thirtyen (340) business days after completion of the Certified Survey (the "Closing Date"). Closing may be conducted by the delivery and exchange of this Agreement and all required closing documents by UPS, FedEx or other recognized overnight courier and/or by facsimile or electronic transmission in ".pdf" or a comparable electronic format. All actions to be taken at the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously on the Closing Date, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such acts, documents and transactions have been taken, delivered or effected.

Any adjustments of rent, including any farm rent, insurance, taxes, interest and all charges attributable to the Seller's possession shall be made as of the Closing Date. Closing shall, in any event, occur only after approval of title by Buyer's attorney, and after Seller provides possession of the Property.

If Closing does not occur on the above-stated Closing Date, this Agreement shall remain in full force and effect unless terminated in writing by the Parties, or if the delayed Closing is the result of a breach by either Party, for which remedies are provided herein. If possession is given on a day other than Closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from Buyer under the Agreement.

8. **CONDITION OF PROPERTY.** The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted. Seller makes no warranties, express or implied, as to the condition of the Property. Buyer acknowledges that Buyer has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.

9. **CONDITIONS TO CLOSING.** Buyer's obligations to close the transactions contemplated by this Agreement are expressly conditioned upon the following, which must be completed to Buyer's reasonable satisfaction:

- a. Completion of a survey (the "Certified Survey"), at Buyer's expense, by a certified land surveyor showing the Property as depicted in Exhibit B.
- b. Approval by the City of Nevada of a boundary line adjustment to incorporate the Property into Buyer's existing parcel immediately east of the Property.
- c. Approval by the City of Nevada disposing of the Property, including compliance with Iowa Title Standard 2.1.

The above conditions shall be completed at Buyer's sole cost, provided that Seller shall execute any and all documents or instruments reasonably necessary to complete the same. If any conditions in this Section 9 have not been satisfied on or before the applicable Closing Date, then Buyer may terminate this Agreement by providing written notice to Seller on or before the Closing Date, in which case neither party shall have any further liability except for obligations which expressly survive termination (the

“Surviving Obligations”). The conditions in this Section 9 are specifically stated and for the sole benefit of Buyer. Buyer in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller or by proceeding to Closing.

10. ENVIRONMENTAL MATTERS. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of Radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste, and underground storage tanks on the Property.

11. SELLER'S CLOSING DELIVERABLES. (a) Upon payment of the Purchase Price in full, Seller shall convey the Property to Buyer by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyer. (b) Seller shall deliver an affidavit of compliance in conformance with Iowa Title Standard 2.1, including proof of publication of the public hearing on disposition, and resolution authorizing the disposition.

12. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Property, Seller shall furnish Buyer with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement and closing, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. REMEDIES OF THE PARTIES. (a) If Buyer fails to timely perform this Agreement, Seller may declare the Agreement breached by Buyer, and if such breach is not cured within thirty (30) days of Seller providing Buyer written notification of the breach, then this Agreement shall have no further force or effect. (b) If Seller fails to timely perform this Agreement, Buyer shall have the right, after providing Seller a period of not less than thirty (30) days to perform pursuant to the terms of this Agreement, to cancel this Agreement. (c) In addition to the foregoing, and not in limitation thereof, the Parties are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the Parties at its address given below.

16. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

17. TIME OF THE ESSENCE; WAIVER; BINDING NATURE; SURVIVAL. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

18. EXISTING FINANCING. Any mortgage or encumbrance of a similar nature (including any real estate contract under which Seller is currently purchasing) on the above real estate shall be timely paid by Seller so as to not prejudice the Buyer's equity herein. Should Seller fail to pay, Buyer may pay any such sums in default and shall receive credit on this Agreement for such sums so paid.

19. EXPENSES AND ABSENCE OF COMMISSION. The Parties agree that each shall bear their own legal, accounting, financing, and other expenses in connection with the preparation and consummation of this Agreement, unless otherwise provided herein. The Parties also acknowledge and warrant that neither has incurred any liability for commissions, finder's fees, or similar claims that would become an obligation of the other in connection with this transaction. The parties acknowledge that a member of Buyer is a licensed real estate broker, entering into this Agreement of his own account.

20. CLOSING FEES AND COSTS. Seller shall pay the cost of transfer stamps, preparation, recordation ~~and abstracting~~ of any corrective instruments necessary to cure title defects, preparation (but not recording of) the instrument(s) conveying title and such other expenses as are paid by Seller under local practices, so long as responsibility for payment has not been expressly provided for herein. Buyer shall pay for recordation of the instrument(s) conveying title, ~~continuation of abstracts after closing, examination of the abstract by Buyer's attorney, cost to acquire a title certificate,~~ any closing costs assessed by Buyer's lender, and such other expenses as are paid by buyers under local practices, so long as responsibility for payment has not been expressly provided for herein.

21. ATTORNEY FEES AND COSTS. In the event any action or proceeding is initiated by either party herein to enforce or protect its respective rights under this Agreement, the prevailing party shall be entitled to recover, to the extent permitted by law, reasonable attorney fees, court costs, and other expenses advanced to enforce or protect the prevailing party's rights under this Agreement.

22. ASSIGNMENT. Buyer shall be entitled to assign this Agreement without consent or notice to Seller, provided that any such assignee must be an entity which is wholly owned or controlled by Buyer.

23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

24. ENTIRE AGREEMENT. This Agreement and any exhibits, schedules, or addenda attached hereto constitute the entire agreement between the parties herein pertaining to the subject matters hereof and supersede all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. No representation, statement or assertion made by either party which has not been included in this Agreement shall have any force or effect. Any exhibits, schedules, or addenda are hereby incorporated into and made part of this Agreement.

[End of Agreement; Signature Page & Exhibits Follow]

Dated: _____

SELLER: City of Nevada, Iowa

By

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Dated: _____

BUYER: Flummerfelt's Country Club Estates MHC LLC

By

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

EXHIBIT A

Legal Description of Existing Parcel*

To be provided by Certified Survey

Parcel Identification Number: N/A

REQUEST FOR PROPOSALS (RFP)

Community Recycling Program

City of Nevada, Iowa

1. Introduction

The City of Nevada, Iowa is looking to expand recycling opportunities for residents and visitors. We are inviting qualified vendors to submit proposals to help us design, install, and maintain a recycling program that is easy to use, cost-effective, and sustainable.

Our goal is to make recycling more accessible, keep our community clean, and reduce landfill waste. We are specifically interested in exploring multiple service models so we can determine what works best for our community.

2. Project Overview

The City is seeking proposals that include one or more of the following program options. Vendors are encouraged to propose on one, two, or all three options.

Option 1: Centralized Recycling Bin(s)

A small number of recycling bins placed in one or more central, high-traffic locations (such as near public facilities or downtown areas) where residents can drop off materials.

Option 2: Subscription-Based Service (Opt-In/Opt-Out)

A voluntary program where residents can choose to subscribe to recycling services for a recurring fee.

Option 3: Citywide Contract (Universal Participation)

A comprehensive recycling program where all residents participate, typically funded through a citywide fee or utility billing structure.

3. Scope of Services

The selected vendor will work with the City to support the program in the following ways:

A. Equipment

Provide durable, weather-resistant recycling bins suitable for outdoor public use. Bins should be clearly labeled so users know what can and cannot be recycled.

B. Placement & Installation

Work with City staff to identify good locations for bins, such as parks, public buildings, and other high-traffic areas. The vendor will be responsible for installing the bins at approved sites.

C. Collection Services

Provide regular pickup of recyclable materials. At a minimum, bins should be serviced bi-weekly, with flexibility to increase frequency if needed based on usage.

D. Materials Handling

At a minimum, the program should accept common recyclables such as paper, cardboard, plastics (#1 and #2), and metal cans. Vendors may also propose including glass or other materials.

E. Maintenance

Keep bins clean, in good working condition, and free from overflow. This includes routine cleaning as well as repairs or replacement when needed.

F. Reporting

Provide simple monthly updates to the City, including how much material is being collected and any issues encountered.

4. *Vendor Qualifications*

We are looking for vendors who have experience working with recycling or waste services, especially in a municipal or public setting. Proposers should be able to demonstrate reliability, proper licensing and insurance, and provide references from similar work.

5. *Proposal Requirements*

To help us evaluate your proposal, please include the following:

A. Company Information

Basic information about your company, including contact details and relevant experience.

B. Approach

A description of the bins you would provide, how you would handle collection, and what materials would be accepted.

C. Pricing Options

Please provide clear and detailed pricing for each option you are proposing:

Option 1: Centralized Recycling Bin(s)

- Cost per bin (purchase or lease)
- Installation costs
- Ongoing collection and servicing costs
- Recommended number of bins and locations

Option 2: Subscription-Based Service (Opt-In/Opt-Out)

- Monthly or annual cost per household
- How residents would enroll or cancel
- Any minimum participation requirements
- Billing and customer service approach

Option 3: Citywide Contract (Universal Participation)

- Cost structure for a citywide program (per household, per ton, or other)
- Estimations about participation and volume
- How billing would be handled (e.g., through City utilities)

Please also include a brief comparison of the advantages and challenges of each option, if possible.

Please clearly outline the pros, cons, and operational differences between these two approaches if available.

D. Timeline

An estimated schedule for getting the program up and running.

E. References

At least three references from similar projects.

6. *Evaluation Criteria*

We will review proposals based on overall value, including cost, experience, quality of equipment, reliability of service, and the expected environmental impact.

7. *Contract Terms*

The City anticipates entering into a contract of one to three years, with the possibility of renewal. The City reserves the right to reject any or all proposals and to select the proposal that best meets the needs of the community.

8. *Submission Instructions*

Proposals should be submitted either electronically to emousel@cityofnevadaaiowa.org or in a sealed envelope to:

City of Nevada
Attn: City Clerk
1209 6th Street
PO Box 530
Nevada, IA 50201

Deadline:

*Late submissions will not be considered.

9. *Questions*

If you have questions about this RFP, please contact:

Jordan Cook
jcook@cityofnevadaaiowa.org
515.382.5466

10. *Additional Information*

The City may request additional information from proposers, negotiate with selected vendors, or modify or cancel this RFP if needed.

To the City Council of Nevada,

My name is Gavin Stone, I am the owner of Pratt Sanitation Inc. I am writing because I will be unable to attend the council meeting scheduled for 4/27/2026. The topic of recycling for our community is on the agenda. As a local business owner in the industry, I would like to offer my options and concerns. We are aware of the City of Ames' upcoming transition from the current waste to energy system and the challenges it will bring to our community with managing our waste streams. Traditional recycling will now be mandated by the Iowa DNR. Among those changes, Ames has offered communities within its waste planning zone an opportunity to "piggyback" on to their upcoming curbside recycling program. While this option may seem attractive for its ease of implementation for recycling, I don't believe this is the best option for the City of Nevada for several reasons.

Nevada has a long history of supporting privately operated waste collection companies in the city. Curbside recycling will be another service option to be offered by the current collection companies operating in our community. At Pratt Sanitation, we intend to offer recycling collection services to all of our customers in the near future. Speaking with my peers in the industry, I am under the impression they are intending to do the same. Offering these services will provide additional employment opportunities within our community and continue to embrace the long-standing free-market options available to the citizens of Nevada. Only those citizens that wish to participate in recycling will do so, keeping recycling contamination to a minimum. I personally believe this is the best path forward for recycling in Nevada.

Drop off recycling is another option for the city to consider. Attractive in its simplicity, there are many challenges to single site drop off recycling. A city of Nevada's size would require multiple containers and or sites to adequately handle the expected volume of recycling to be produced. Along with this challenge, recycling contamination will be hard to control with open drop off points. In my opinion, this would be the least attractive option moving forward.

Should the council wish to explore a contract collection option, I believe the city should seek its own RFP rather than 'piggyback" off Ames' program. Nevada may have very

different goals for recycling than the City of Ames, and I believe those goals should be properly conveyed to potential contractors with its own RFP. I also believe that contracting these services would contradict the previously mentioned free-market history of waste collection in our community. Contract collection will require payment by citizens whether they use the service or not. Forced participation will increase contamination rates eventually leading to increased costs.

I would like to thank you for taking the time to read this letter and taking my thoughts into consideration. I would also like to apologize for not being in attendance at this meeting. If anyone of you have questions for me or if I can provide any more information, I can be reached by phone at 515-382-4951 or email at gstone@prattsanitation.com

Thank you,

Gavin Stone

President, Pratt Sanitation

April 27th / 2026

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift stations, and remote flow basin.
- DNR Form 30 Part B special sampling analysis Final Samples collected.
- Installed new pH probes in Digester Units.
- Installed Final Clarifier Ladder.
- Enhanced Accessibility of Digester Unit.
- Working with DNR and PMMIC for decommissioning the Underground Storage Tank at the old facility.
 - System is now in Temporary Closure.
 - Completed UST Inspection with PMCCI and IDNR.
 - Looking into Decommission options & resources.
- Ongoing Punch list work being logged and completed at Phase 2.
- Ongoing Warranty Work Orders completed as assigned at Phase 3.
- Reviewing sewer samples to determine domestic strength in relation to Chloride and Sulfate.
- Staff serviced vehicles and mowers on site.
- Senior Operator progressed licensing to Grade 2 - Wastewater Treatment Operator



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: Monday, April 13, 2026

Sarah Gilchrist
President, Runners United Nevada
Runnersunitednevada@gmail.com

Micah Hayek
Treasurer, Runners United Nevada
641.521.9828
Mhayek3@gmail.com

RE: 2026 Pizza Pie Looza 5k and 10k

Dear Sarah:

I received your email dated Sunday, April 12, 2026 concerning the 2026 Pizza Pie Looza 5k and 10k. This run will be on Saturday, May 9, 2026. The start time will be 8:00AM and finish by approximately 9:45AM.

You have indicated the race route will utilize the trail system. The route will begin in SCORE Park. The race will cross 11th Street just south of C Avenue. You will have volunteers directing traffic at this location. The route will continue west on the trail system and cross onto 8th Street, turning south to go to the trail system. You will have volunteers directing traffic at this location. The 10K route will continue west on the trail system. Both the 5K route and the 10K route will return to SCORE Park utilizing the same route listed above.

There will be no road closures associated with this event.

I appreciate the notice and communication related to these events. In the event you need more high visibility vests, the Nevada Public Safety Department has them for use.

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

Cc: Jordan Cook, Nevada City Administrator
Joe Mousel, Nevada Streets Department Superintendent
Rhonda Maier, Nevada Parks and Rec Director
Command Staff, Nevada Public Safety Department
Mayor & City Council Members

April 12, 2026

City of Nevada
1209 6th Street
Nevada, IA 50201

Dear Chief Brandes,

I am writing to inform you of the plan for the 2026 Pizza Pie Looza 5K & 10K on Saturday, May 9. Both distances will begin and end at the SCORE Park Pavillon. **The 10k and 5k walkers will begin at 8:00 am, with 5k runners starting at 8:30. All participants are expected to finish before 9:45 am.**

STREET USAGE

The only areas of concern are on 11th street and 8th street. The race course utilizes the trail system and sidewalks at SCORE Park. I attached maps of the race routes.

On 11th street, participants will cross the street with guidance of volunteers and/or RUN Committee members.

On 8th street, runners will run on the far south section of the street to/from the two trail access points. There will be volunteers and/or RUN Committee members present to guide runners and manage traffic.

If you have any questions or concerns regarding the event, please let me know.

Sincerely,
Micah Hayek, Treasurer
Runners United Nevada



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: Tuesday, April 14, 2026

The Music at the Mansion Committee
Marlys Brehm
Deb Locker
Cindy Grismore
Cell: 515-509-7709
Email: msbrehm8@gmail.com

Ref: 2026 Music at the Mansion

Dear Marlys and Music at the Mansion committee members:

Thank you for the communication about the Music at the Mansion event happening on June 13th, 2026. From our communication, the intent is to hold the event at Evergreen Lane. By holding the event at Evergreen Lane, you will not be requesting any parking restrictions or road closures.

A contingency plan in the event of weather concerns is to hold the event at the Camelot Theatre. This event would be at 1114 6th Street on June 13, 2026. The event would be from 4:00PM to 9:00PM. In order to facilitate the vendor's parking, you are requesting to close twelve (12) parking spaces on the west side of the 1100 block of 6th Street. The parking closure would be from 12:00PM to 10:00PM. You have stated you would speak with the Nevada Main Street office about barricade usage.

YOUR PARKING CLOSURE REQUEST IS APPROVED

You are encouraged to communicate with businesses on 6th Street that may be affected by the closure. You are encouraged to place signage along the parking spaces earlier in the day to notify people of the upcoming closure. Efforts should be made to keep the at-grade ramp accessible for those needing access.

Should you need any additional barricades, cones, or equipment to facilitate your event contact Nevada Street Superintendent Joe Mousel. Mr. Mousel can be reached weekdays between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements. Be aware there are rental and deposit fees associated with the use of City of Nevada barricades and equipment.

Should you have any other questions or concerns let me know. A scanned copy of this approval letter is sent to you via your email address.

Respectfully,

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

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



Nevada Community Historical Society
624 J Ave.

Nevada, IA 50201
April 10, 2026

Nevada City Council
Nevada City Hall
1209 6th St.
Nevada, Iowa 50201

Nevada City Council members, Chief Brandes, Chief Reynolds, Mayor Condon:

The Nevada Community Historical Society is excited to invite you to the 5th Annual *Music at the Mansion* at Briggs' Terrace/Evergreen Lane, 1204 H Ave. on June 13, 2026, to enjoy an afternoon and evening of music, food, friends and family fun!

We want to welcome the community to this beautiful green space and invite the community to use the property as a place to bring their children or gather as families anytime the grounds are open. The grounds are open daily from sunup to sundown for their enjoyment.

We want to show off the renovations that have taken place inside the Evergreen Lane home, to share the next steps we will be taking to improve this historic home, and to make the community aware of the property as a facility for events.

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

Music at the Mansion is a free event for the community. There will be an opportunity for people to make free will donations. Music will begin at 4:00 pm provided by "Vivace" until 6:00. From 6:00 to 6:30, there will be a break so the second band can be set up, and guests will have a chance to eat, stroll through the grounds, and visit with friends. At 6:30, "Bad Friends" will provide music to entertain until 9:00 pm. Food vendors will be available, but it is also fine for families to bring picnics and lawn chairs to enjoy the entertainment.

We are anticipating around 200-300 people in attendance. With this in mind we would like to share our event plan with you and encourage your suggestions to make this a fun and safe event for our community.

- The north boundary of the property will be defined with flags. Slowing foot traffic onto H Ave. The main entrance on H Ave. will be closed to traffic, but it will be available as an emergency exit.
- We have contacted the Lutheran church and will be able to use their parking lot.
- Handicapped parking will be available on the west edge of east driveway.
- At this time we are planning on having one winery come as one of our vendors. They will be located on the west side of the main drive. They will be selling bottles of wine for visitors to drink while they are on the property.
- All of our vendors will be licensed and inspected by the fire chief, hopefully prior to that day.

~~In the event of rain, the musicians will perform inside the Camelot Theater. If we use the Camelot, we are~~ requesting from the City of Nevada permission to park our food vendors on Main Street in front of the Camelot. This would require the blocking off of some parking spaces by the city. This decision will be made no later than early Saturday morning providing enough time to notify the city, our vendors, and put announcements out via social media.

Prior to the event we will contact the residents living on the properties that directly touch the Evergreen Lane property as well as the first 2-3 houses closest to the property on G Ave., G Place, 11th, 12th, and 13th Street notifying them of our event and that bands will be playing from 4:00-9:00 pm.

The location of the bands and vendors will be similar to those of the past three years.

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

Sincerely,

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

Cindy Grismore
Deb Locker
Marlys Brehm



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

Priscilla Gammon
Indian Ridge HOA Board President
1322 Cherokee St.
Nevada, Iowa 50201
verdoornpa@gmail.com

Date: Thursday, April 16, 2026

RE: Road Closure request

Dear Priscilla:

I received your letter dated April 13th, 2026 reference a road closure. This road closure request is for several dates in the summer of 2026. The dates are June 10th, July 8th, and August 12th. The request will support hosting neighborhood events, food truck placement, and entertainment. The closure time will be from 5:00PM to 8:00PM. The following closure is requested:

- Close Dakota Court Cul-de-sac.

Your request for this street closure is approved.

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

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

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

Respectfully

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

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

Chief of Police
1209 6th Street
Nevada, IA 50201
April 13, 2026

Chief Brandes,

The Indian Ridge HOA Board is requesting 3 street closures to host neighborhood events. We would like to close Dakota Court on Wednesday, June 10, 2026, Wednesday, July 8, 2026, and Wednesday, August 12, 2026, from 5:00 pm to 8:00 pm each day.

The Indian Ridge HOA Board does have access to a barricade for the street closure and we plan to use that one, allowing, of course, for emergency vehicles to enter and exit if needed. All of the people who live on Dakota Court have been notified that their street may be closing again this year on the aforementioned days and times, and if the street closures are approved, they will be notified again.

The purpose of this street closure is to again invite local area food trucks into our neighborhood, hopefully along with community members who volunteer their talents for entertainment for an evening of food and fun. Most of the people attending will be from Indian Ridge, but this event is open to anyone, and all are welcome. We also are fully aware of and understand the alcohol policy tied to these events.

Thank you for honoring this request and feel free to reach out with questions.

Priscilla Gammon

Indian Ridge HOA Board President
1322 Cherokee St.
Nevada, IA 50201
(712) 395-0049
verdoornpa@gmail.com

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