

COPY



AGENDA  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
TUESDAY, MAY 26, 2026 – 6:00 P.M.  
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

*\*If you would like to speak through Zoom regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted.  
Please call City Hall at 515-382-5466 or email [emousel@cityofnevadaiaowa.org](mailto:emousel@cityofnevadaiaowa.org)  
by 4:00 p.m. **Tuesday, May 26, 2026***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING
  - A. Dispose of City Property
    1. Public Hearing
    2. Resolution No. 087 (2025/2026): A Resolution to Vacate and Convey City Property
5. PUBLIC HEARING
  - A. Fiscal Year 2025/2026 Budget Amendment #2
    1. Public Hearing
    2. Resolution No. 088 (2025/2026): A Resolution Approving Fiscal Year 2025/2026 Budget Amendment #2

6. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting held on May 11, 2026
  - B. Approve Payment of Cash Disbursements, including Check Numbers 90178-90241 and Electronic Numbers 5393-5489 (Inclusive) Totaling \$4,863,600.75 (See attached list)
  - C. Approve Financial Reports for Month of April, 2026
  - D. Probationary Firefighters (nonresident members): Travis Gabeler, Carlos Gonzalez, Bailey Ingle
7. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
8. Approve Purchase of Robotic Pool Vacuum
9. Consideration for Complete Decommissioning of the Underground Storage Tank for the Old Wastewater treatment Facility
10. Discussion and Appropriate Follow up on Request from Resident at 1207 7<sup>th</sup> Street Regarding Utility Bill
11. Approve Pay App No. 5 Tributary to West Indian Creek, SRF Project B from Con-Struct, Inc. in the amount of \$1,019.08
12. Approve Pay App No. 6 Tributary to West Indian Creek, SRF Project B from Con-Struct, Inc. in the amount of \$10,457.16
13. Resolution No. 089 (2025/2026): A Resolution Approving Professional Services Agreement for Professional Services with WHKS & Co. for 2026 NBI Bridge Inspection
14. Resolution No. 090 (2025/2026): A Resolution Approving Professional Agreement with JEO Consulting Group, Inc. for 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Replacement Project
15. Resolution No. 091 (2025/2026): A Resolution Approving Wastewater Fund Transfers for State Revolving Fund (SRF) Debt Service for Fiscal Year 2025/2026
16. Resolution No. 092 (2025/2026): Resolution Certifying the Population of the Annexation Area Associated with Resolution 068 (2025/2026) (West Indian Research Acres, LLC) to the State of Iowa
17. Resolution No. 093 (2025/2026): A Resolution in Support of Workforce Housing Tax Credit Incentive Application for Submission to the Iowa Economic Development Authority (IEDA) for a Housing Project by Keystone Equity Group in Nevada, Iowa
18. Resolution No. 094 (2025/2026): Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the CDBG Downtown Façade Revitalization Project, and the taking of bids therefor

19. Resolution No. 095 (2025/2026): A Resolution Approving the Application for the Iowa Thriving Communities Designation Program

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

21. ADJOURN

The agenda was posted on the official bulletin board on May 21, 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  
TUESDAY, MAY 26, 2026 – 6:00 P.M.**

8. Approve Purchase of Robotic Pool Vacuum  
**Enclosed you shall find a detail action form from Parks & Recreation Director Maier, as well as two quotes from Carrico Aquatics. Rhonda will be unable to attend Council on May 26<sup>th</sup>, if questions arise regarding this agenda item, please reach out to her directly prior to the meeting.**
9. Consideration for Complete Decommissioning of the Underground Storage Tank for the Old Wastewater treatment Facility  
**Enclosed you shall find the action form and bids to decommission the old plant.**
10. Discussion and Appropriate Follow up on Request from Resident at 1207 7<sup>th</sup> Street Regarding Utility Bill  
**If you would like additional information prior to council please reach out to City Hall and we will handle your request.**
11. Approve Pay App No. 5 Tributary to West Indian Creek, SRF Project B from Con-Struct, Inc. in the amount of \$1,019.08  
**Enclosed you shall find HR Green's recommendation as well as pay app 5.**
12. Approve Pay App No. 6 Tributary to West Indian Creek, SRF Project B from Con-Struct, Inc. in the amount of \$10,457.16  
**Enclosed you shall find pay app 6.**
13. Resolution No. 089 (2025/2026): A Resolution Approving Professional Services Agreement for Professional Services with WHKS & Co. for 2026 NBI Bridge Inspection  
**Enclosed you shall find the resolution approving the agreement with WHKS for bridge inspections.**
14. Resolution No. 090 (2025/2026): A Resolution Approving Professional Agreement with JEO Consulting Group, Inc. for 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Replacement Project  
**Enclosed you shall find the resolution to approve the agreement for engineering for this project.**
15. Resolution No. 091 (2025/2026): A Resolution Approving Wastewater Fund Transfers for State Revolving Fund (SRF) Debt Service for Fiscal Year 2025/2026  
**Enclosed you shall find the resolution and memo providing further explanation for the transfers.**
16. Resolution No. 092 (2025/2026): Resolution Certifying the Population of the Annexation Area Associated with Resolution 068 (2025/2026) (West Indian Research Acres, LLC) to the State of Iowa

**Enclosed you shall find the resolution certifying the population for the donated land that we are annexing. This is a state requirement and part of the process.**

17. Resolution No. 093 (2025/2026): A Resolution in Support of Workforce Housing Tax Credit Incentive Application for Submission to the Iowa Economic Development Authority (IEDA) for a Housing Project by Keystone Equity Group in Nevada, Iowa

**Enclosed you shall find the resolution that provides the City's support of this project.**

18. Resolution No. 094 (2025/2026): Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the CDBG Downtown Façade Revitalization Project, and the taking of bids therefor

**Enclosed you shall find the resolution to set the public hearing for the Downtown Façade Project.**

19. Resolution No. 095 (2025/2026): A Resolution Approving the Application for the Iowa Thriving Communities Designation Program

**Enclosed you shall find the resolution and draft application.**

RESOLUTION NO. 087 (2025/2026)

A RESOLUTION TO VACATE AND CONVEY CITY PROPERTY

**WHEREAS**, The City Council of Nevada, Iowa currently owns property, legally described as:

All that part of the South 21.50 feet of the existing right-of-way of "N" Avenue, lying North of an 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.

As shown on the Plat of Survey attached hereto as Exhibit A.

(The "Property").

**WHEREAS**, The City has determined that it has no use for the Property, that its maintenance at public expenses is no longer justified, that the disposal will have no significant impact on public access, and the City will not be inconvenienced by the vacation and conveyance of said Property; and

**WHEREAS**, the City Council proposes to dispose of the property to Rosk Development, LLC for a purchase price of Two Hundred Fifty Dollars (\$250.00); and

**WHEREAS**, a resolution was adopted by the City Council of Nevada, Iowa, on May 11, 2026 providing for the proposed vacation and conveyance of all right, title and interest of the City of Nevada, Iowa, in and to the Property; and

**WHEREAS**, the resolution provided that notice of intention to vacate and convey the Property should be given by publication of a Public Notice, in accordance with Iowa Code §364.7, and the notice was duly published in the newspaper as required by law; and

**WHEREAS**, the resolution provided for a public hearing on the proposed vacation and conveyance, and such hearing has been held; and

**WHEREAS**, the City Council found and determined that the proposed vacation of said Property would serve the public interest.

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

1. The Council hereby vacates and conveys all rights, title, and interest in and to the Property to Rosk Development, LLC for a purchase price of \$250.00.
2. The Mayor is authorized and directed to sign a deed for the conveyance identified above, and the City Clerk is authorized and directed to attest to the Mayor's signature.
3. The City Clerk is authorized and directed to forward the original of the deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Story County Recorder's Office for the purpose of causing these documents to be recorded.
4. Upon receipt of the recorded documents back from the Story County Recorder, the City Clerk shall mail the original of the Deed and copies of the other documents to the grantee.
5. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

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

**PASSED AND APPROVED** this 26<sup>th</sup> day of May, 2026.

---

Ryan Condon, Mayor

Attest:

---

Erin Mousel, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 087 (2025/2026) be adopted.

AYES:            -  
NAYS:            -  
ABSENT:          -

The Mayor declared Resolution No. 087 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 087 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk

EXHIBIT A

[insert Plat of Survey]

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 8TH 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\*

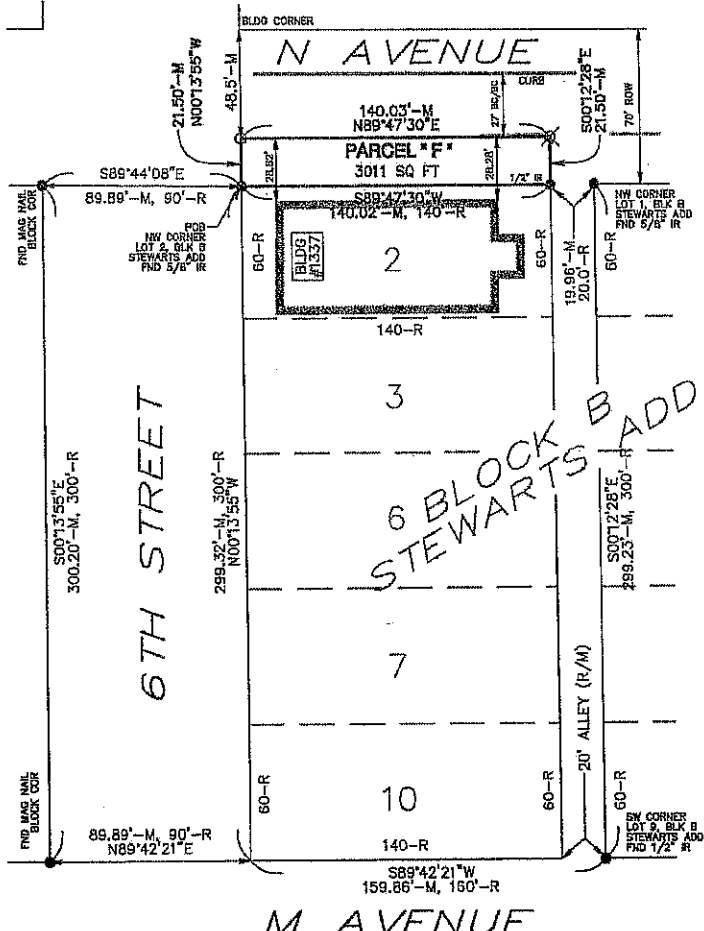
# PLAT OF SURVEY


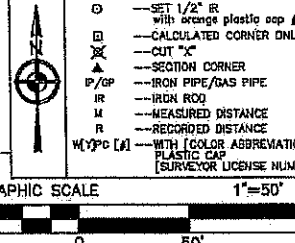
## OWNER OF PROPERTY:

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.



 <p><b>ROSS LAND SURVEYING, INC.</b> PO Box 336 Johnston, Iowa 50131 PH 515 254 2557 rosslandsurveying.com</p>	<p>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.</p> <p>Signed _____ Date _____</p> <p>GREGORY L. ROSS Iowa License No. 13286 My license renewed date is December 31, 2028 PAGES COVERED: 1</p>	 <p>GRAPHIC SCALE 1"=50' 0 50'</p>	<p>● --- FOUND CORNER ○ --- SET 1/2" IR with orange plastic cap #13286 ⊠ --- CALCULATED CORNER ONLY --- CUT "X" ▲ --- SECTION CORNER P/GP --- IRON PIPE/GAS PIPE IR --- IRON ROD M --- MEASURED DISTANCE R --- RECORDED DISTANCE W/YPC (A) --- WITH [COLOR ABBREVIATION] PLASTIC CAP [SURVEYOR LICENSE NUMBER]</p>	<p>JOB NUMBER: 9584</p>
	<p>FIELD WORK DONE: MAR 2025 BEARING=5°30' IA NORTH</p>			<p>PLAT OF SURVEY FOR ROSK DEVELOPMENT LLC PART OF "N" AVENUE NEVADA, IOWA</p>

**RESOLUTION NO. 088 (2025/2026)**  
**A RESOLUTION APPROVING FISCAL YEAR 2025/2026 BUDGET AMENDMENT #2**

WHEREAS, the City of Nevada, Iowa, has prepared Amendment #2 to the Annual Budget for Fiscal Year 2025/2026; and

WHEREAS, a Public Hearing was held regarding this proposed Budget Amendment #2 on May 26, 2026, at 6:00 p.m. at the Nevada City Hall Council Chambers, 1209 6<sup>th</sup> Street, Nevada, Iowa; and

NOW, THEREFORE, BE IT RESOLVED, that the Nevada City Council of the City of Nevada, Iowa, approves of the Fiscal Year 2025/2026 Budget Amendment #2 and that the Mayor and City Clerk are hereby authorized and directed to execute said resolution and file the proper paperwork.

Passed and approved this 26<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Moved by Council Member \_\_\_, seconded by Council Member \_\_\_, that Resolution No. 088 (2025/2026) be adopted.

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

The Mayor declared Resolution No. 088 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 088 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26th day of May, 2026.

---

Erin Mousel, City Clerk

W:\Office\Council\Resolutions\2025-2026\088 - FY26 Budget Amendment #2 - 5.26.26 Hearing and Approval.doc

Dear Mayor and Council,

The City of Nevada will hold a public hearing on Tuesday, May 26, 2026, to consider Budget Amendment #2 for the current fiscal year. This memo provides a brief overview of the amendment and an update on the City's overall financial position heading into year-end.

### **Financial Position**

The City is in a strong financial position heading into the final months of FY2026. After Amendment #2, the General Fund is forecast to spend approximately 10% less than budgeted, and across all City funds, excess revenues over expenditures and transfers out are projected at \$808,882. That surplus flows directly into the fund balance, strengthening the City's reserves going into FY2027.

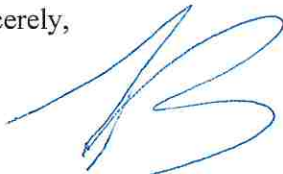
### **Amendment #2 Overview**

The amendment includes two reclassifications and two new appropriations. The first reclassification moves \$216,500 in pool maintenance to Culture and Recreation, and the second moves \$20,000 in city hardware and software to General Government. Both items were originally placed under Capital Projects in Amendment #1, but they fit better under their respective operating categories. The dollars and projects don't change; only the reporting category does for the state. This is a routine cleanup before year-end, so the categories on our annual report line up the way the State expects.

Second, the amendment adds \$8,000 to Public Works for state-required bridge inspections under the Iowa DOT's biennial National Bridge Inspection Standards program. Finally, \$10,000 is appropriated from the fund balance for ADA counter-height upgrades at the library, funded by an ALA grant the library received in FY2025 and carried into the current fiscal year.

The net new spending impact of Amendment #2 is \$18,000, \$8,000 for bridge inspections, and \$10,000 in previously received ALA grant funds. The two reclassifications net to zero across functions.

Sincerely,



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



# USA TODAY CO.

PO Box 631851 Cincinnati, OH 45263-1851



## AFFIDAVIT OF PUBLICATION

Lucas Battani  
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 Nevada Journal 05/14/2026

and that the fees charged are legal.

Sworn to and subscribed before on 05/14/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$199.68	
Tax Amount:	\$0.00	
Payment Cost:	\$199.68	
Order No:	12323482	# of Copies:
Customer No:	842186	1
PO #:	Amendment of Current Budget	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

AMY KOKOTT Notary Public State of Wisconsin
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**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**  
 City of NEVADA  
 Fiscal Year July 1, 2025 - June 30, 2026

The City of NEVADA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 5/26/2026 06:00 PM

Contact: Lucas Battani

Phone: (515) 382-5466

Meeting Location: Nevada City Hall, 1209 6th St, Nevada, IA 50201

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,809,946	0	4,809,946
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,809,946	0	4,809,946
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,240,499	0	1,240,499
Other City Taxes	6	1,273,464	0	1,273,464
Licenses & Permits	7	89,150	0	89,150
Use of Money & Property	8	691,550	0	691,550
Intergovernmental	9	2,379,358	0	2,379,358
Charges for Service	10	8,960,463	0	8,960,463
Special Assessments	11	0	0	0
Miscellaneous	12	6,082,785	0	6,082,785
Other Financing Sources	13	6,400,000	0	6,400,000
Transfers In	14	8,331,651	0	8,331,651
<b>Total Revenues &amp; Other Sources</b>	<b>15</b>	<b>40,258,866</b>	<b>0</b>	<b>40,258,866</b>
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	2,503,289	0	2,503,289
Public Works	17	1,808,972	8,000	1,816,972
Health and Social Services	18	65,000	0	65,000
Culture and Recreation	19	2,383,093	226,500	2,609,593
Community and Economic Development	20	1,565,299	0	1,565,299
General Government	21	1,106,234	20,000	1,126,234
Debt Service	22	1,983,543	0	1,983,543
Capital Projects	23	6,906,500	-236,500	6,670,000
Total Government Activities Expenditures	24	18,321,930	18,000	18,339,930
Business Type/Enterprise	25	12,778,403	0	12,778,403
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26</b>	<b>31,100,333</b>	<b>18,000</b>	<b>31,118,333</b>
Transfers Out	27	8,331,651	0	8,331,651
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>39,431,984</b>	<b>18,000</b>	<b>39,449,984</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>826,882</b>	<b>-18,000</b>	<b>808,882</b>
Beginning Fund Balance July 1, 2025	30	27,634,360	0	27,634,360
<b>Ending Fund Balance June 30, 2026</b>	<b>31</b>	<b>28,461,242</b>	<b>-18,000</b>	<b>28,443,242</b>

**Explanation of Changes:** This amendment reclassifies pool maintenance expenditures (\$216,500) and city hardware and software expenditures (\$20,000) within the Equipment Revolving Fund from the Capital Projects function to their correct operating functions (Culture and Recreation and General Government, respectively) for proper functional reporting under Iowa's Uniform Chart of Accounts. The amendment also adds \$8,000 for state-required bridge inspections under Public Works and appropriates \$10,000 in ACA grant funds, received in FY2025 and carried into fund balance, for ADA counter height upgrades at the library. The amendment reflects \$18,000 in net additional expenditures, with reclassifications netting to zero across functions.

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NEVADA CITY COUNCIL – MONDAY, MAY 11, 2026 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, May 11, 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: Henry Corbin, Charlie Good, Jason Sampson, Andy Kelly, Sandy Ehrig. Absent: Luke Spence.

Staff Present: Erin Clanton, Jordan Cook, Erin Mousel, Chris Brandes, Lucas Battani, Mike Sauer, Marlys Barker, Devin Cornish, Ray Reynolds, John Joiner, Rhonda Maier.

Also in attendance were: Courtney Sisson, Muriel Burnett, Ken Heid, Lacey Johnson, Garrett Johnson, Tim Robinson, Sue Vandekamp, Ray Beatty, Jane Heintz, Kathy Solko, Steve Manternach, Jim Samuelson.

3. APPROVAL OF AGENDA

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

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

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on April 27, 2026
- B. Approve Payment of Cash Disbursements, including Check Numbers 90116-90177 and Electronic Numbers 5307-5392 (Inclusive) Totaling \$328,760.62 (See attached list); the First Interstate Card Purchases for the May 19, 2026 Statement, total \$2,950.64; and Sam's Club Card Purchases for April 22, 2026 Statement, total \$720.04
- C. Schedule Public Hearing on Fiscal Year 2025/2026 Budget Amendment #2 for May 26, 2026 at 6:00 p.m. and Authorize Publication of Notice

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

5. PUBLIC FORUM:

Ken Heid addressed council and requested they reconsider their decision on the high water usage at his residence.

Kathy Solko spoke to council about the increasing usage of E-bikes and the safety concerns associated with those becoming more prevalent in and around town.

6. Harrington Park Plan Discussion

Motion by Henry Corbin, seconded by Jason Sampson, to **approve option 1: accept the concepts and move forward with a capital campaign through the Nevada Foundation.** After due consideration and discussion the roll was called. Aye: Corbin, Sampson, Kelly, Ehrig. Nay: Good. The Mayor declared the motion carried.

7. Approve Change Order No. 3 for Tributary to Indian Creek, SRF Project B from Con-Struct, Inc. in the amount of \$4,814.71

Motion by Jason Sampson, seconded by Henry Corbin, to **approve change order No. 3 for Tributary to Indian Creek, SRF Project B from Con-Struct, Inc. in the amount of \$4,814.71.** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

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

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

9. Approve purchase of vehicle for Police Department

Motion by Jason Sampson, seconded by Charlie Good, to **approve option 1: approve staff recommendation to purchase a 2026 Silverado Crew Cab 5.3L V8 PPV for \$49,322.80 from Karl's Chevrolet.** After due consideration and discussion the roll was called. Aye: Sampson, Good, Kelly, Ehrig, Corbin. Nay: None. The Mayor declared the motion carried.

10. Resolution No. 080 (2025/2026): A Resolution Approving Professional Services Agreement for Municipal Engineering Services with WHKS & Co. for 2026/27 Street Reconstruction Program

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 080 (2025/2026).** After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Corbin, Good, Kelly. Nay: None. The Mayor declared the motion carried.

11. Resolution No. 081 (2025/2026): A Resolution Approving an Extension of the Agreement with Safe Building Services for Inspections and Plan Reviews

Motion by Jason Sampson, seconded by Andy Kelly, to **adopt Resolution No. 081 (2025/2026).** After due consideration and discussion the roll was called. Aye: Sampson, Kelly, Ehrig, Corbin, Good. Nay: None. The Mayor declared the motion carried.

12. Resolution No. 082 (2025/2026): A Resolution Approving Final Bid Set for CDBG Nevada Downtown Revitalization (DTR) Façade Improvements Project

Motion by Sandy Ehrig, seconded by Henry Corbin, to **adopt Resolution No. 082 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Good, Sampson, Kelly. Nay: None. The Mayor declared the motion carried.

13. Resolution No. 083 (2025/2026): A Resolution Accepting Major Subdivision – Construction Plans for Timber Ridge Subdivision Plat 2 – A Plat within the City’s two-mile corporate limits, Story County, Iowa

Motion by Sandy Ehrig, seconded by Jason Sampson, to **adopt Resolution No. 083 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Kelly, Corbin, Good. Nay: None. The Mayor declared the motion carried.

14. Resolution No. 084 (2025/2026): A Resolution Approving Compensation Estimate and Offer to Purchase

Motion by Jason Sampson, seconded by Andy Kelly, to **adopt Resolution No. 084 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Sampson, Kelly, Ehrig, Corbin, Good. Nay: None. The Mayor declared the motion carried.

15. Resolution No. 085 (2025/2026): A Resolution Setting the Time and Place to Conduct a Public Hearing to Consider the Vacation and Conveyance of City Property

Motion by Andy Kelly, seconded by Henry Corbin, to **adopt Resolution No. 085 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Kelly, Corbin, Good, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

16. Resolution No. 086 (2025/2026): A Resolution Accepting a Permanent Public Utility Easement

Motion by Sandy Ehrig, seconded by Jason Sampson, to **adopt Resolution No. 086 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Kelly, Corbin, Good. Nay: None. The Mayor declared the motion carried.

#### 17. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Charlie Good, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 7:01 p.m. the meeting adjourned.

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

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Published: \_\_\_\_\_

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

CITY OF NEVADA CLAIMS 5/26/26

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK #
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	1,522.99	5393
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 05/10/202	29,609.95	5475
RELIANCE STANDARD	PR 2026-05 PRITCHARD	121.20	5476
RELIANCE STANDARD	RELIANCE Pay Period: 05/10/2026	976.10	5476
CORNISH, DEVIN	HSA Pay Period: 05/10/2026	50.00	5477
HUTTON, RYAN	HSA Pay Period: 05/10/2027	355.42	5478
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	1,006.76	5479
EMPLOYEE BENEFIT SYST	BENEFITS PAID	1,863.51	5480
FIRST INTERSTATE BANK	ADM-FEE	2,950.64	5481
SAMS CLUB	REC-CONCESSIONS	720.04	5482
IA FINANCE AUTHORITY, SRF	WWTF SRF #1	74,770.00	5483
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #2	551,590.00	5484
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #3	546,140.00	5485
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #4	164,554.75	5486
IA FINANCE AUTHORITY, SRF	WWTF SRF LOAN #5	853,211.86	5487
IA FINANCE AUTHORITY, SRF	SPONSORED PROJECT A-D	89,000.00	5488
BOK FINANCIAL	WATER REV REF 2020B-6/26	2,328,296.25	5489
PAYROLL	PAYROLL	36.94	90178
PAYROLL	PAYROLL	27.02	90179
AFLAC	AFLAC AFTER TAX Pay Period: 05/10/2026	696.21	90180
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 05/10/2026	122.02	90181
MISSION SQUARE	DEFERRED COMP Pay Period: 05/10/2026	565.00	90182
ALLIANT UTILITIES	ALL-UTILITIES	20,827.98	90183
CONSUMERS ENERGY	WWT-TREATMENT	23,868.16	90184
METRONET	ALL-INTERNET SVC	294.90	90185
PRAIRIE RIVERS OF IA	HARATIO DR	1,000.00	90186
VERIZON	STS-SVCS	354.49	90187
WINDSTREAM	ALL-UTILITIES	253.69	90188
AKD HVAC	LIB-BUILD REPAIR	1,357.16	90189
AMAZON CAPITAL SERVICES	ALL-SUPPLIES	2,773.12	90190
BAKER & TAYLOR BOOKS	LIB-JUV MAT	577.95	90191
BLACKSTONE PUBLISHING	LIB-AUDIO	481.34	90192
CENGAGE LEARNING	LIB-LP MAT	21.45	90193
EDUCATION STATION	LIB-ANNUAL SUBSCRIPTION	200.00	90194
EDWARDS, CRYSTAL	LIB-PROGRAMMING	95.78	90195
FAREWAY	LIB-PROGRAMMING SUPPLIES	162.52	90196
FOLLETT CONTENT SOL	LIB-JUV MAT	510.31	90197
HOOPLA	LIB-DIGITAL MEDIA	972.75	90198
INGRAM LIBRARY SERVICES	LIB-ADULT MAT	84.18	90199
MICROMARKETING	LIB-AUDIO	38.24	90200
RIVISTAS LLC	LIB-SUBSCRIPTION	2,775.67	90201
ALLIANT	SALL-UTILITIES	1,742.92	90202
ARNOLDS	WTR/WWT-SUPPLIES	67.00	90203
B5 BRANDING ELITE SCREEN	ADM-SHIRTS	110.00	90204
BATTANI, LUCAS	ADM-CLOTHING BATTANI	79.31	90205
BITUMINOUS MAT	STS PATCH OIL	535.68	90206
CAPITAL SANITARY SUPPLY	PKM/PPOL/CH/PKM-JANITORIAL	1,225.66	90207
CASELLE, LLC	WTR-CASELLE ANNUAL	12,159.00	90208
CENTRAL IOWA BUILDING SYST	P&Z-PERMIT REFUND BP-202618	372.75	90209
CENTRAL IOWA WATER ASS(	WTR-LWE RAW WATER 062026	747.26	90210

CENTURION STONE OF IA	PKM-HATTERY PARK PROJECT	5,741.80	90211
COUNTRY LANDSCAPES	POOL-SOD	1,049.94	90212
FERGUSON WATERWORKS	WTR-METER REBUILD KITS	819.22	90213
GANNETT IOWA LOCALIQ	PH FY27 PROPOSED BUDGETQ	1,194.24	90214
HILPIPRE-MAIER, RHONDA	P&R-REIMB	945.00	90215
IA LEAGUE OF CITIES	MAY-LEAGUE DUES	35.00	90216
IA PRISON INDUSTRIES	STS NO TRAIN HORN	379.28	90217
IA STATE READY MIX	WTR-CONCRETE	1,250.00	90218
JOHN DEERE FINANCIAL	ALL-SUPPLIES	1,058.05	90219
MADISON NATIONAL LIFE INS	WWTS-LIFE INS	480.84	90220
MARTIN BROS DIST	4PLEX-CONCESSIONS	561.98	90221
MCFARLAND	STS-DOT DRUG TESTING	135.00	90222
MENARDS	ALL-SUPPLIES	965.66	90223
MISSISSIPPI LIME	WTR-LIME	12,004.05	90224
NEVADA HARDWARE	ALL-SUPPLIES	1,199.73	90225
NIPPON SANZO MATHESON	POOL-CO2	166.42	90226
QUADIENT FINANCE	ALL-POSTAGE	2,000.00	90227
RASMUSSEN, TED	REC-RFND LEGENDS REG	275.00	90228
SCHENDEL PEST CONTROL	4PLX/POOL-PEST CONTROL	76.34	90229
SHAFFER'S AUTO BODY	PKM-DAKOTA RPR	192.50	90230
SIMMERING-CORY/IA CODIFICATION	RECODIFICATION	3,500.00	90231
SKUNK RIVER CYCLES	PD - FRIEDRICH HELMET	108.00	90232
STAPLES ADVANTAGE	CH/PZ-SUPPLIES	463.12	90233
STATE HYGIENIC LAB	WTRWWT-LAB ANALYSIS	3,851.00	90234
STORY CO RECORDER	RECORDING FEES	54.00	90235
UNION PACIFIC RAILROAD	2026 BRIDGE RPRS	1,346.41	90236
UTILITY SERVICE CO	WTR- CLEARWELL/GROUND STORAGE CLEANING	1,802.00	90237
VAN WALL EQUIP	PKM/CEM-SUPPLIES	360.65	90238
WAGEWORKS	ALL-FLEX BENEFIT	188.45	90239
WEX BANK	PD-FUEL	1,951.40	90240
RYAN HUTTON	PD-MEAL REIMB	33.04	90241
	PAYROLL EFT (5394-5474)	97,536.70	
	<b>TOTAL</b>	<b>4,863,600.75</b>	

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	1,314,579.26	4,077,542.23	77.77%	1,165,738.77
Total HOTEL MOTEL:		6,100.00	568.08	5,807.40	95.20%	292.60
Total ROAD USE TAX:		1,271,811.00	84,805.97	828,851.93	65.17%	442,959.07
Total EMPLOYEE BENEFITS:		1,065,030.00	410,148.41	1,025,665.92	96.30%	39,364.08
Total RUT CAPITAL:		360,000.00	1,078.65	361,630.53	100.45%	1,630.53-
Total LOCAL OPTION SALES TAX:		1,227,000.00	116,650.73	1,204,451.20	98.16%	22,548.80
Total TAX INCREMENT FINANCING:		1,265,499.00	403,548.23	1,198,783.98	94.73%	66,715.02
Total LMI-SUBFUND:		70,620.00	.00	.00	0.00%	70,620.00
Total ECONOMIC DEVELOPMENT:		480,000.00	.00	114,455.66	23.84%	365,544.34
Total RESTRICTED GIFTS:		25.00	6.71	75.02	300.08%	50.02-
Total CEMETARY CIP/LAND:		200.00	.00	.00	0.00%	200.00
Total LIBRARY TRUST:		7,100.00	1,330.00	16,149.07	227.45%	9,049.07-
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:		64,915.08	.00	53,280.64	82.08%	11,634.44
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	350.00	2,060.00	57.34%	1,525.00
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	270,931.04	667,526.56	34.32%	1,315,977.44
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 2024 CIP STS IMPROV PRO:		66,000.00	.00	.00	0.00%	66,000.00
Total 2026 CIP ST/WTR/STRM PROJECT:		3,000,000.00	.00	3,137,846.95	104.59%	137,846.95-

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 2024 BRIDGE REPAIRS:		1,800,000.00	.00	.00	0.00%	1,800,000.00
Total WEST INDUSTRIAL PARK:		65,000.00	.00	.00	0.00%	65,000.00
Total HARRINGTON PARK PROJECT:		100,000.00	.00	.00	0.00%	100,000.00
Total TRAIL CIP RESERVE PROJ:		314,538.00	71,280.44	110,780.07	35.22%	203,757.93
Total ARP FUNDS:		10,000.00	.00	.00	0.00%	10,000.00
Total CDBG DT FAÇADE PROJ:		815,000.00	.00	48,293.00	5.93%	766,707.00
Total PERPTUAL CARE:		5,000.00	2,325.00	6,525.00	130.50%	1,525.00-
Total WATER:		2,999,093.00	271,748.02	2,867,257.45	95.60%	131,835.55
Total WATER DEPOSITS:		25,000.00	1,565.00	4,199.32	16.80%	20,800.68
Total WATER PLANT UPGRADE RSR:		230,000.00	4,719.69	251,248.74	109.24%	21,248.74-
Total WATER 2012G/2020B BOND:		458,050.00	.00	458,050.00	100.00%	.00
Total WATER CAPITAL REVOLVING:		203,000.00	937.59	209,622.49	103.26%	6,622.49-
Total JORDAN WELL:		.00	.00	95,878.53	0.00%	95,878.53-
Total SEWER:		2,652,300.00	419,712.81	3,601,320.10	135.78%	949,020.10-
Total SEWER SRF REVOLVING:		2,994,467.00	5,919.66	64,084.93	2.14%	2,930,382.07
Total SEWER CONSTRUCTION:		3,120,000.00	2,865.42	177,127.01	5.68%	2,942,872.99

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 SEWER CAP IMP PROJECT:		3,000,000.00	12,255.87	781,317.76	26.04%	2,218,682.24
Total SEWER EQUIP REVOLVING:		79,000.00	962.26	85,387.82	108.09%	6,387.82-
Total SRF SPONSORED PROJECT:		1,500,000.00	.00	1,827,590.66	121.84%	327,590.66-
Total LANDFILL/GARBAGE:		82,800.00	5,951.40	60,900.14	73.55%	21,899.86
Total STORM WATER:		180,900.00	17,145.36	175,233.28	96.87%	5,666.72
Total REVOLVING FUND:		555,000.00	26,987.63	599,417.95	108.00%	44,417.95-
Total FLEXT BENEFIT REVOLVING:		.00	3,399.66	50,927.06	0.00%	50,927.06-
Total HEALTH INS, SELF FUND:		.00	49,349.32	503,215.80	0.00%	503,215.80-
Total OTHER INTERNAL SERV FUN:		.00	713.97	7,983.18	0.00%	7,983.18-
Grand Totals:		40,058,866.08	3,501,836.18	24,830,629.13	61.99%	15,228,236.95

GL Period: 05/26 - 05/26

May 20, 2026 01:13PM

## GENERAL

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
<b>GENERAL</b>					
Total 001:		4,867,858.32	140,766.57	327,115.90-	4,681,508.99
<b>HOTEL MOTEL</b>					
Total 002:		16,608.66	.00	1,000.00-	15,608.66
<b>ROAD USE TAX</b>					
Total 110:		1,664,940.22	248.86	52,846.47-	1,612,342.61
<b>EMPLOYEE BENEFITS</b>					
Total 112:		1,139,606.63	.00	.00	1,139,606.63
<b>RUT CAPITAL</b>					
Total 113:		536,499.39	.00	.00	536,499.39
<b>LOCAL OPTION SALES TAX</b>					
Total 121:		1,122,128.22	.00	8,611.90-	1,113,516.32
<b>TAX INCREMENT FINANCING</b>					
Total 125:		2,068,082.56	.00	.00	2,068,082.56
<b>LMI-SUBFUND</b>					
Total 128:		419,608.65	.00	.00	419,608.65
<b>RESTRICTED GIFTS</b>					
Total 167:		3,336.20	.00	.00	3,336.20
<b>CEMETARY CIP/LAND</b>					
Total 168:		27,286.44	.00	.00	27,286.44
<b>LIBRARY TRUST</b>					
Total 169:		15,417.73	3,391.09	4,664.08-	14,144.74
<b>FIRE TRUST</b>					
Total 171:		19,297.37	.00	.00	19,297.37
<b>SCORE O&amp;M</b>					
Total 173:		292.28	.00	.00	292.28
<b>NORTH STORY BASEBALL</b>					
Total 174:		8,346.30	.00	.00	8,346.30
<b>SENIOR CENTER TRUST</b>					
Total 175:		18,326.49	857.02	.00	19,183.51
<b>GATES HALL PIANO</b>					
Total 176:		21,017.51	.00	.00	21,017.51
<b>ASSET FORFEITURE</b>					
Total 177:		13,475.82	.00	.00	13,475.82
<b>PARK OPEN SPACE</b>					
Total 179:		150,475.48	.00	250.00-	150,225.48
<b>COLUMBIAN MAINTENANCE</b>					
Total 180:		6,156.89	.00	.00	6,156.89
<b>TRAIL MAINTENANCE</b>					
Total 181:		92,230.69	.00	.00	92,230.69
<b>DANIELSON TRUST</b>					
Total 182:		288,933.94	3,519.12	972.75-	291,480.31
<b>LIB BLDG TRUST</b>					
Total 183:		218.65	.00	.00	218.65
<b>TREES FOREVER</b>					
Total 184:		5,044.29	.00	.00	5,044.29
<b>4TH OF JULY TRUST</b>					
Total 185:		2,050.00	450.00	.00	2,500.00
<b>COMMUNITY BAND</b>					
Total 186:		1,916.63	.00	113.97-	1,802.66
<b>PUBLIC ART FUND</b>					
Total 187:		4,733.02	.00	.00	4,733.02
<b>DEBT SERVICE</b>					
Total 200:		1,028,648.17	.00	1,876,771.25-	848,123.08-
<b>CH CAMPUS PROJ</b>					
Total 301:		648.98	.00	.00	648.98

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
<b>LIBRARY ADDITION</b>					
Total 302:		106,912.13	.00	.00	106,912.13
<b>SC/FIELDHOUSE</b>					
Total 304:		929,318.61	.00	.00	929,318.61
<b>RAILROAD CROSSING IMP</b>					
Total 305:		14,153.54-	.00	1,346.41-	15,499.95-
<b>SPLASHPAD PROJECT</b>					
Total 306:		737,065.15	.00	.00	737,065.15
<b>SIDEWALK IMPROVEMENTS</b>					
Total 307:		148,765.32	.00	.00	148,765.32
<b>2024 CIP STS IMPROV PRO</b>					
Total 309:		312,641.25-	.00	.00	312,641.25-
<b>2026 TRUNKLINE</b>					
Total 311:		10,610.00-	.00	.00	10,610.00-
<b>2026 CIP ST/WTR/STRM PROJECT</b>					
Total 313:		3,021,252.60	.00	.00	3,021,252.60
<b>2024 BRIDGE REPAIRS</b>					
Total 314:		3,450.00	.00	.00	3,450.00
<b>WEST INDUSTRIAL PARK</b>					
Total 316:		27,938.88-	.00	.00	27,938.88-
<b>2024HMA OVERLAY F&amp;G</b>					
Total 318:		12,000.00-	.00	.00	12,000.00-
<b>HARRINGTON PARK PROJECT</b>					
Total 319:		11,249.34	.00	.00	11,249.34
<b>TRAIL CIP RESERVE PROJ</b>					
Total 321:		76,748.89	.00	.00	76,748.89
<b>ARP FUNDS</b>					
Total 322:		600,840.02	.00	.00	600,840.02
<b>CDBG DT FAÇADE PROJ</b>					
Total 327:		87,388.42-	.00	.00	87,388.42-
<b>PERPTUAL CARE</b>					
Total 500:		185,339.08	1,050.00	.00	186,389.08
<b>HATTERY TRUST</b>					
Total 501:		5,000.00	.00	.00	5,000.00
<b>WATER</b>					
Total 600:		5,720,566.45	300.29	120,184.61-	5,600,682.13
<b>WATER DEPOSITS</b>					
Total 601:		93,756.87	1,575.00	.00	95,331.87
<b>WATER PLANT UPGRADE RSR</b>					
Total 602:		2,347,476.14	.00	.00	2,347,476.14
<b>WATER 2012C/2020B BOND</b>					
Total 605:		651,541.73	.00	451,525.00-	200,016.73
<b>WATER CAPITAL REVOLVING</b>					
Total 607:		466,338.87	.00	1,802.00-	464,536.87
<b>JORDAN WELL</b>					
Total 608:		88,534.78	.00	.00	88,534.78
<b>WTR CAPITAL PROJECTS</b>					
Total 609:		42,248.30-	.00	.00	42,248.30-
<b>SEWER</b>					
Total 610:		7,111,639.65	30,649.00	104,165.02-	7,038,123.63
<b>SEWER SRF REVOLVING</b>					
Total 611:		2,944,319.14	.00	2,279,266.61-	665,052.53
<b>SEWER CONSTRUCTION</b>					
Total 615:		1,479,205.29	.00	.00	1,479,205.29
<b>SEWER CAP IMP PROJECT</b>					
Total 616:		1,532,517.30-	.00	9,969.28-	1,542,486.58-

## SEWER EQUIP REVOLVING

Account Number	Title	Last Report On Hand	Received	Disbursed	Balance
<b>SEWER EQUIP REVOLVING</b>					
Total 617:		478,609.64	.00	.00	478,609.64
<b>SRF SPONSORED PROJECT</b>					
Total 618:		149,987.63-	.00	.00	149,987.63-
<b>LANDFILL/GARBAGE</b>					
Total 670:		7,885.04-	.00	57.13-	7,942.17-
<b>STORM WATER</b>					
Total 740:		1,061,843.44	.00	76.59-	1,061,766.85
<b>REVOLVING FUND</b>					
Total 810:		1,502,738.52	15,408.05	8,713.09-	1,509,433.48
<b>FLEXT BENEFIT REVOLVING</b>					
Total 812:		43,488.02	3,691.34	2,877.54-	44,301.82
<b>HEALTH INS, SELF FUND</b>					
Total 813:		183,374.92	48,961.49	51,897.55-	180,638.86
<b>OTHER INTERNAL SERV FUN</b>					
Total 830:		355,115.55	.00	.00	355,115.55
Grand Totals:		41,700,305.34	250,867.83	5,304,027.15-	36,647,146.02

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
<b>FUND: 001</b>						
	Total POLICE:	1,356,446.00	122,982.10	1,030,436.68	75.97%	326,009.32
	Total POLICE-OFFICE:	160,203.00	7,063.91	100,287.26	62.60%	59,915.74
	Total EMERGENCY MANAGEMENT:	2,100.00	55.29	908.87	43.28%	1,191.13
	Total FIRE:	314,000.00	12,293.59	244,835.58	77.97%	69,164.42
	Total AMBULANCE:	17,163.00	295.30	20,790.31	121.21%	3,637.31
	Total BUILDING INSPECTIONS:	89,487.00	3,015.90	39,223.52	43.83%	50,263.48
	Total ANIMAL CONTROL:	4,500.00	668.00	1,945.50	43.23%	2,554.50
	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	42,557.32	483,722.20	82.73%	100,988.80
	Total PARKS:	173,966.00	7,448.89	163,562.67	94.03%	10,383.33
	Total PARK MAINTENANCE:	312,981.00	16,702.77	238,726.25	76.27%	74,254.75
	Total PARKS-AHTLETIC FIELDS:	20,000.00	2,295.70	9,568.79	47.84%	10,431.21
	Total FOUR-PLEX COMPLEX:	35,081.00	1,488.51	13,998.88	39.90%	21,082.12
	Total POOL:	292,624.00	11,072.41	196,489.62	67.15%	96,134.38
	Total RECREATION:	81,577.00	3,530.95	58,401.68	71.59%	23,175.32

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	9,191.93	108,281.58	74.87%	36,335.42
Total FIELD HOUSE:		297,300.00	21,361.24	240,191.27	80.79%	57,108.73
Total SENIOR COMMUNITY CENTER:		9,236.00	393.68	7,342.17	79.50%	1,893.83
Total BASEBALL SOFTBALL:		35,941.00	5,049.34	22,760.14	63.33%	13,180.86
Total YOUTH BASKETBALL:		14,765.00	.00	11,608.23	77.94%	3,256.77
Total VOLLEYBALL:		5,221.00	.00	2,748.78	52.65%	2,472.22
Total FLAG FOOTBALL:		5,211.00	51.68	2,393.67	45.93%	2,817.33
Total CIRC:		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:		157,570.00	2,537.26	53,215.35	33.77%	104,354.65
Total MAYOR/COUNCIL/CITY MGR:		11,409.00	2,648.96	13,122.55	115.02%	1,713.55-
Total COUNCIL:		12,095.00	.00	144.00	1.19%	11,951.00
Total CITY ADMINISTRATOR:		16,700.00	442.88-	4,844.68	29.01%	11,855.32

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	31,125.41	332,473.57	75.10%	110,248.43
	Total ELECTIONS:	6,000.00	.00	3,835.20	63.92%	2,164.80
	Total LEGAL SERVICES/ATTORNEY:	176,000.00	21,900.55	125,213.14	71.14%	50,786.86
	Total CITY HALL/GENERAL BLDGS:	132,148.00	9,153.99	90,502.37	68.49%	41,645.63
	Total TORT LIABILITY:	79,160.00	.00	66,034.83	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-	334,441.82-	3,695,717.19-	70.79%	1,525,118.81-
<b>HOTEL MOTEL</b>						
	Total 4TH OF JULY:	3,500.00	.00	.00	0.00%	3,500.00
	Total LINCOLN HWY DAYS:	2,500.00	.00	2,500.00	100.00%	.00
	Total HOTEL MOTEL:	6,000.00-	.00	2,500.00-	41.67%	3,500.00-
<b>ROAD USE TAX</b>						
	Total FLOOD CONTROL:	32,400.00	3,206.16	24,466.00	75.51%	7,934.00
	Total ROADS, BRIDGES, SIDEWALKS:	890,990.00	50,760.42	552,897.37	62.05%	338,092.63
	Total STREET LIGHTING:	77,000.00	4,376.62	44,923.00	58.34%	32,077.00
	Total PAVEMENT MARKINGS:	15,000.00	.00	4,125.58	27.50%	10,874.42
	Total SNOW REMOVAL:	92,482.00	1,203.98	44,082.38	47.67%	48,399.62
	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-	59,547.18-	870,494.33-	66.56%	437,377.67-
<b>EMPLOYEE BENEFITS</b>						
	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-
<b>RUT CAPITAL</b>						
	Total ROADS, BRIDGES, SIDEWALKS:	460,000.00	.00	444,644.92	96.66%	15,355.08
	Total RUT CAPITAL:	460,000.00-	.00	444,644.92-	96.66%	15,355.08-
<b>LOCAL OPTION SALES TAX</b>						
	Total POLICE:	84,000.00	10,418.67	66,690.11	79.39%	17,309.89
	Total STREET LIGHTING:	87,000.00	3,737.59	45,241.43	52.00%	41,758.57
	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	2026-26 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	5,538.76	32,378.15	80.95%	7,621.85
	Total LEGAL SERVICES/ATTORNEY:	2,000.00	.00	450.00	22.50%	1,550.00
	Total OTHER GENERAL GOVERNMENT:	20,000.00	454.98	14,008.64	70.04%	5,991.36
	Total TRANSFERS IN/OUT:	1,366,000.00	.00	891,000.00	65.23%	475,000.00
	Total LOCAL OPTION SALES TAX:	2,113,750.00-	20,150.00-	1,198,930.80-	56.72%	914,819.20-
<b>TAX INCREMENT FINANCING</b>						
	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-
<b>LMI-SUBFUND</b>						
	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-
<b>ECONOMIC DEVELOPMENT</b>						
	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-
<b>CEMETARY CIP/LAND</b>						
	Total CEMETERY:	3,000.00	850.00	2,219.60	73.99%	780.40
	Total CEMETARY CIP/LAND:	3,000.00-	850.00-	2,219.60-	73.99%	780.40-
<b>LIBRARY TRUST</b>						
	Total LIBRARY-DONATED:	18,000.00	430.74	9,361.56	52.01%	8,638.44
	Total LIBRARY-STATE INFRASTRUCT:	5,000.00	.00	2,532.06	50.64%	2,467.94
	Total LIBRARY TRUST:	23,000.00-	430.74-	11,893.62-	51.71%	11,106.38-
<b>SCORE-UNDESIGNATED</b>						
	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-
<b>NORTH STORY BASEBALL</b>						
	Total BASEBALL SOFTBALL:	6,000.00	2,396.39	2,595.39	43.26%	3,404.61
	Total NORTH STORY BASEBALL:	6,000.00-	2,396.39-	2,595.39-	43.26%	3,404.61-
<b>SENIOR CENTER TRUST</b>						
	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-
<b>PARK OPEN SPACE</b>						
	Total PARK MAINTENANCE:	50,000.00	.00	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-	.00	40,750.60-	73.42%	14,749.40-
<b>TRAIL MAINTENANCE</b>						
	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-
<b>DANIELSON TRUST</b>						
	Total LIBRARY-DONATED:	29,500.00	5,111.83	28,022.23	94.99%	1,477.77
	Total DANIELSON TRUST:	29,500.00-	5,111.83-	28,022.23-	94.99%	1,477.77-
<b>4TH OF JULY TRUST</b>						
	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-
<b>COMMUNITY BAND</b>						
	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-
<b>PUBLIC ART FUND</b>						
	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-
<b>DEBT SERVICE</b>						

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-
<b>LIBRARY ADDITION</b>						
	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-
<b>SC/FIELDHOUSE</b>						
	Total SENIOR COMMUNITY CENTER:	.00	.00	3,978.77	0.00%	3,978.77-
	Total FIELDHOUSE:	100,000.00	.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-	.00	12,275.77-	1.37%	880,924.23-
<b>RAILROAD CROSSING IMP</b>						
	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-
<b>SPLASHPAD PROJECT</b>						
	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-
<b>SIDEWALK IMPROVEMENTS</b>						

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-
<b>2024 CIP STS IMPROV PRO</b>						
	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
<b>2026 TRUNKLINE</b>						
	Total ROADS, BRIDGES, SIDEWALKS:	.00	10,610.00	10,610.00	0.00%	10,610.00-
	Total 2026 TRUNKLINE:	.00	10,610.00-	10,610.00-	0.00%	10,610.00
<b>2026 CIP ST/WTR/STRM PROJECT</b>						
	Total ROADS, BRIDGES, SIDEWALKS:	1,100,000.00	69,670.00	116,594.35	10.60%	983,405.65
	Total 2026 CIP ST/WTR/STRM PROJECT:	1,100,000.00-	69,670.00-	116,594.35-	10.60%	983,405.65-
<b>2024 BRIDGE REPAIRS</b>						
	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-
<b>WEST INDUSTRIAL PARK</b>						
	Total ROADS, BRIDGES, SIDEWALKS:	65,000.00	27,938.88	27,938.88	42.98%	37,061.12
	Total WEST INDUSTRIAL PARK:	65,000.00-	27,938.88-	27,938.88-	42.98%	37,061.12-
<b>2024HMA OVERLAY F&amp;G</b>						
	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
<b>HARRINGTON PARK PROJECT</b>						

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
	Total PARKS:	100,000.00	.00	5,950.00	5.95%	94,050.00
	Total HARRINGTON PARK PROJECT:	100,000.00-	.00	5,950.00-	5.95%	94,050.00-
<b>TRAIL CIP RESERVE PROJ</b>						
	Total TRAIL SYSTEM-BIKE/WALK:	285,000.00	.00	212,523.08	74.57%	72,476.92
	Total TRAIL CIP RESERVE PROJ:	285,000.00-	.00	212,523.08-	74.57%	72,476.92-
<b>ARP FUNDS</b>						
	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-
<b>CDBG DT FAÇADE PROJ</b>						
	Total ECONOMIC DEVELOPMENT:	500,000.00	.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-	.00	119,398.26-	20.24%	470,601.74-
<b>WATER</b>						
	Total WATER-PLANT/PUMPS:	1,049,571.00	81,188.50	779,629.33	74.28%	269,941.67
	Total WATER-LINES-INST & O&M:	90,378.00	4,809.19	46,953.22	51.95%	43,424.78
	Total WATER ACCOUNTING:	459,331.00	32,151.58	313,292.18	68.21%	146,038.82
	Total TRANSFERS IN/OUT:	924,050.00	.00	858,050.00	92.86%	66,000.00
	Total WATER:	2,523,330.00-	118,149.27-	1,997,924.73-	79.18%	525,405.27-
<b>WATER DEPOSITS</b>						

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 ACCOUNTING:	25,000.00	.00	.00	0.00%	25,000.00
	Total WATER DEPOSITS:	25,000.00-	.00	.00	0.00%	25,000.00-
<b>WATER 2012C/2020B BOND</b>						
	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-
<b>WATER CAPITAL REVOLVING</b>						
	Total WATER:	58,000.00	.00	48,300.64	83.28%	9,699.36
	Total WATER-PLANT/PUMPS:	230,000.00	2,812.50	59,434.50	25.84%	170,565.50
	Total WATER CAPITAL REVOLVING:	288,000.00-	2,812.50-	107,735.14-	37.41%	180,264.86-
<b>JORDAN WELL</b>						
	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-
<b>SEWER</b>						
	Total WASTEWATER PLANT:	1,694,932.00	78,897.13	890,087.50	52.51%	804,844.50
	Total WASTSEWATER COLLECTION:	71,434.00	5,091.25	49,921.88	69.89%	21,512.12
	Total WASTEWATER ACCOUNTING:	339,040.00	26,328.18	244,518.85	72.12%	94,521.15
	Total TRANSFERS IN/OUT:	175,000.00	.00	75,000.00	42.86%	100,000.00
	Total SEWER:	2,280,406.00-	110,316.56-	1,259,528.23-	55.23%	1,020,877.77-
<b>SEWER SRF REVOLVING</b>						
	Total WWT DEBT:	2,984,467.00	.00	577,284.41	19.34%	2,407,182.59

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 SRF REVOLVING:	2,984,467.00-	.00	577,284.41-	19.34%	2,407,182.59-
<b>SEWER CONSTRUCTION</b>						
	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-
<b>SEWER CAP IMP PROJECT</b>						
	Total WASTSEWATER COLLECTION:	3,276,000.00	7,395.00	831,475.96	25.38%	2,444,524.04
	Total SEWER CAP IMP PROJECT:	3,276,000.00-	7,395.00-	831,475.96-	25.38%	2,444,524.04-
<b>SEWER EQUIP REVOLVING</b>						
	Total WASTEWATER PLANT:	36,000.00	2,812.50	39,849.70	110.69%	3,849.70-
	Total SEWER EQUIP REVOLVING:	36,000.00-	2,812.50-	39,849.70-	110.69%	3,849.70-
<b>SRF SPONSORED PROJECT</b>						
	Total WASTSEWATER COLLECTION:	1,720,000.00	23,138.52	862,379.97	50.14%	857,620.03
	Total SRF SPONSORED PROJECT:	1,720,000.00-	23,138.52-	862,379.97-	50.14%	857,620.03-
<b>LANDFILL/GARBAGE</b>						
	Total LANDFILL/GARBAGE:	80,800.00	55.33	73,288.57	90.70%	7,511.43
	Total LANDFILL/GARBAGE:	80,800.00-	55.33-	73,288.57-	90.70%	7,511.43-
<b>STORM WATER</b>						
	Total STORM WATER:	110,900.00	1,000.19	63,718.79	57.46%	47,181.21
	Total TRANSFERS IN/OUT:	65,000.00	.00	.00	0.00%	65,000.00
	Total STORM WATER:	175,900.00-	1,000.19-	63,718.79-	36.22%	112,181.21-
<b>REVOLVING FUND</b>						

FUND	Title	2025-26 Current year Budget	2026-26 Current year Actual	2025-26 YTD balance	2026-26 Percent expended	2026-26 Unexpended
Total POLICE:		101,000.00	5,112.00	12,482.16	12.36%	88,517.84
Total FIRE:		345,500.00	936.50	341,159.90	98.74%	4,340.10
Total LIBRARY:		21,000.00	11,822.00	16,822.00	80.10%	4,178.00
Total PARK MAINTENANCE:		103,500.00	4,069.44	60,736.01	58.68%	42,763.99
Total POOL:		225,000.00	.00	126,183.91	56.08%	98,816.09
Total CEMETERY:		35,000.00	.00	14,943.99	42.70%	20,056.01
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	20,629.20	59,528.28	33.44%	118,471.72
Total REVOLVING FUND:		1,028,500.00-	42,569.14-	634,648.51-	61.71%	393,851.49-
<b>FLEXT BENEFIT REVOLVING</b>						
Total OTHER GENERAL GOVERNMENT:		.00	6,580.40	45,616.85	0.00%	45,616.85-
Total FLEXT BENEFIT REVOLVING:		.00	6,580.40-	45,616.85-	0.00%	45,616.85
<b>HEALTH INS, SELF FUND</b>						
Total OTHER GENERAL GOVERNMENT:		.00	54,670.27	441,683.37	0.00%	441,683.37-
Total HEALTH INS, SELF FUND:		.00	54,670.27-	441,683.37-	0.00%	441,683.37
Grand Totals:		39,418,984.00-	900,646.52-	14,907,191.57-	37.82%	24,511,792.43-



# NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-459

Item # 603  
Date: 5/21/26



*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: May 14, 2026

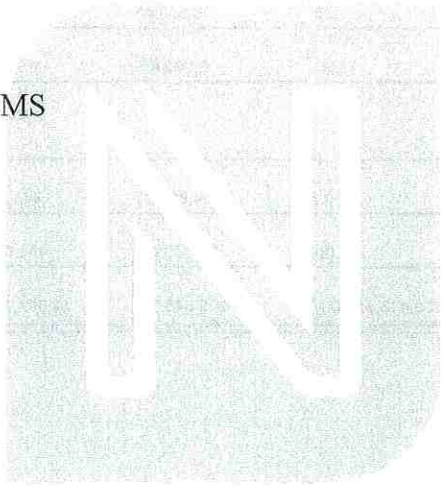
RE: Recommendation for Fire Department Probationary Membership Status.  
Travis Gabeler, Carlos Gonzalez, and Bailey Ingle (non-resident members).

An application has been received from the above-mentioned applicants 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 applicants. Per department Standard Operating Guidelines for new applicants, it is my recommendation these applicants 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



**COUNCIL ACTION FORM**

**Agenda Item: Purchase of Robotic Pool Vacuum**

**History:**

Our current robotic pool vacuum is no longer functional and is beyond repair. A robotic pool vacuum is essential for maintaining a clean, safe, and long-lasting swimming pool. They prevent the buildup of organic debris and algae, reduce the strain on the filtration system, and save significant time, and chemical costs. I have researched several replacement options in consultation with our primary pool suppliers and online vendors.

We have narrowed the selection to the Enduro 32M and the Dolphin Wave 200 XL. To ensure the best service options and competitive pricing for the City, we have determined that purchasing from a local supplier is the best course of action.

Attached are two quote sheets from Carrico Aquatics outlining the specifications, warranty, and service information for each model. Based on this comparison, the Enduro 32M offers superior options, warranty coverage, and service support compared to the Dolphin Wave 200 XL.

Please find a best price and service comparison from our primary pool suppliers below:

<b>Enduro M32</b>	<b>Price</b>
Carrico Aquatics	\$12,860 (onsite service agreement)
CES	\$15,538.64 (onsite service agreement)

<b>Dolphin Wave 200XL</b>	
Carrico Aquatics	\$10,611 (vacuum only)
Carrico Aquatics	\$13,506 (with service agreement)
ACCO Unlimited	\$9,549 + Shipping (in-house service)

**Options:**

1. Accept the quote from Carrico Aquatics for the Enduro M32.
2. Accept the quote from ACCO Unlimited for the Dolphin Wave 200XL.
3. Research other options.

**Recommendation:**

The Park Board and staff recommend that City Council accept the proposal from Carrico Aquatics for the Enduro M32 at a cost of \$12,560.00 due to the long-term operational value, superior durability, enhanced navigation and cleaning capabilities, and stronger onsite service support offered with the Enduro system. While the Dolphin Wave 200XL has a lower initial purchase price, the Enduro M32 provides several advantages that make it the better investment for the City over the life of the equipment.

The Enduro M32 includes a stainless-steel frame with a seven-year warranty, compared to the Dolphin's three-year warranty, providing significantly greater long-term durability and reduced replacement risk. The Enduro also features a second-generation gyroscope for more precise navigation, a systematic cleaning mode with maximum customization, and enhanced traction through its PVA halfpad system, allowing for more effective and consistent cleaning on a variety of pool surfaces. In addition, the Enduro utilizes a 105-micron umbrella filtration system and operates on a safe 24-volt adjustable DC system designed for industrial-grade performance.

From a maintenance and operations standpoint, the Enduro package offers additional value through onsite warranty administration, onsite programming specific to the pool, ongoing staff training, and a one-year labor warranty on necessary repairs. Carrico Aquatics also provides a no-charge loaner unit during the initial warranty period if repairs cannot be completed onsite. These service features reduce operational downtime and improve long-term reliability for Parks and Recreation staff.

In addition to the operational and maintenance advantages, staff estimates the Enduro M32 will generate approximately **\$4,704 in annual staff time savings** compared to the current cleaning process. Currently, staff spend significant time maneuvering the existing Dolphin vacuum, operating the extremely large manual vacuum system, and manually sweeping areas that are not adequately cleaned by the existing equipment. These processes are labor-intensive, physically demanding, and reduce the amount of time staff can dedicate to other maintenance and programming responsibilities within the aquatic facility.

The enhanced navigation system, systematic cleaning patterns, and improved wall and surface coverage offered by the Enduro M32 are expected to substantially reduce the amount of manual intervention required during daily pool maintenance operations. By reducing time spent on manual cleaning tasks, staff resources can be reallocated toward preventative maintenance, facility upkeep, customer service, programming support, and other operational priorities within the Parks and Recreation Department. Over the life of the equipment, these labor savings further improve the overall value and cost-effectiveness of the Enduro M32 investment for the City.

Although the Dolphin Wave 200XL includes several beneficial features, including dual-level cyclonic filtration and multi-pattern scanning, the overall construction, warranty coverage, customization options, and service support provided with the Enduro M32 outweigh the lower upfront cost of the Dolphin. Staff believes the Enduro M32 will provide a more dependable and cost-effective solution for the City's aquatic facility over time.

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



We don't build pools,

We make built pools operate as designed.

420 Rock Island Road • Oelwein, IA 50662

Office: 800.832.7147

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

May 8, 2026

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

*RE: Enduro M32 Robotic Cleaner*

Dear Rhonda,

Thank you for allowing Carrico Aquatic Resources, Inc. the opportunity to work with Nevada Parks and Recreation and provide a proposal for an Enduro M32 robotic cleaner.

**Enduro M32:**

- 32 meter, industrial grade cable with trolley and integrated cable reel
- Stainless steel frame with seven-year warranty
- Touchscreen control panel for easy entry and exit of robot from the pool
- Weatherproof remote control
- Voice alert system
- 2nd Generation gyroscope for precise navigation
- Top mount 105 micron umbrella filtration system
- Systematic mode for precision cleaning with maximum customization
- 120 volt input with safe 24volt adjustable DC operation
- PVA halfpad set for enhanced traction on a variety of surfaces resulting in precise navigation
- In house assembly, quality control and diagnostics
- Delivery to facility
- Two-year limited warranty with on-site vacuum warranty administration and repair program (excludes wearable parts)
- One-year labor warranty—from date of purchase on necessary repairs (excludes wearable parts)
- Onsite and ongoing training of your staff for a two year period
- Custom onsite programming specific for the pool
- Ongoing 24/7 phone support
- Repairs that cannot be completed on the pool deck, a no-charge loaner will be provided during initial warranty period

Your total investment for the above listed is eleven thousand nine hundred forty-eight and no/100 dollars (\$11,948.00) plus shipping and tariffs currently estimated at nine hundred twelve and no/100 dollars (\$912.00).

Terms for this sale are:

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

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

Thank you,

Collin Nimrod  
Account Manager  
Carrico Aquatic Resources, Inc.

**ACCEPTANCE OF PROPOSAL**

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



We don't build pools,

We make built pools operate as designed.

420 Rock Island Road • Oelwein, IA 50662

Office: 800.832.7147  
www.carricoaquatics.com

May 13, 2026

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

*RE: Wave 200 XL Robotic Cleaner*

Dear Rhonda,

Thank you for allowing Carrico Aquatic Resources, Inc. the opportunity to work with Nevada Parks & Recreation and provide a proposal for a Wave 200 XL robotic cleaner.

Wave 200 XL Robotic Cleaner:

- 42 meter auto release cable with multi use caddy
- Three-year warranty
- MMI control panel for easy entry and exit of robot from the pool
- Remote control for touch guidance
- Top mounted filter with dual level cyclonic filtration
- Multi pattern scanning with line by line cleaning process
- Customizable parameters for up to 4 pools

Your total investment for the above listed is nine thousand nine hundred ninety-nine and 00/100 dollars (\$9,999.00) plus shipping estimated at (\$600.00) and fuel surcharge estimated at twelve and 00/100 dollars (\$12.00).

**Wave 200XL Service and Training Agreement:**

- In house assembly, quality control and diagnostics
- Delivery to facility
- Three-year limited warranty with on-site vacuum warranty administration and repair program
- Onsite and on-going training of your staff for a three year period
- Custom on-site set up specific for the pool
- Ongoing 24/7 phone support

- Repairs that cannot be completed on the pool deck, a no-charge loaner will be provided during initial warranty period

The additional investment for the Service and Training Agreement is three thousand eight hundred ninety-five and no/100 dollars (\$3,895.00).

Terms for this sale are:

- Prices are firm for 30 days from the date of this proposal.
- Payment Terms: Net 30 from date of invoice.
- Past due accounts will be charged a late fee of 1.5% per month.
- This price does not include taxes.

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

Thank you,

Collin Nimrod  
Account Manager  
Carrico Aquatic Resources, Inc.

**ACCEPTANCE OF PROPOSAL**

\_\_\_\_\_ Wave 200XL

\_\_\_\_\_ Wave 200XL with Service and Training

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

### COUNCIL ACTION FORM

**AGENDA ITEM: Consideration for complete decommissioning of the Underground Storage Tank for the Old Wastewater Treatment Facility**

#### **HISTORY:**

The old wastewater treatment facility has an Underground Storage Tank (UST) used for Generator Diesel. It is a requirement of the State to get this properly decommissioned. Requirements include contracting with an Iowa Certified Remover, and sampling must be performed by an Iowa Certified Groundwater Professional.

To simplify the process I have cross referenced companies that are certified and can do both requirements according to the DNR's Certification Database.

*\*The City will also be applying for a grant through the IDNR to assist in closure activities covering the expenses up to \$15,000.\**

Listed are 3 local Iowa companies with their bids.

- 1) Ego Source LLC – \$8,579 Complete decommissioning.
- 2) Terracon Consultants - \$28,500 Complete decommissioning.
- 3) Seneca Companies/OWL Services - \$11,462.50 Complete decommissioning.

#### **OPTIONS:**

1. Contract with Ego Source LLC, Des Moines IA for \$8,579 to fill in place in accordance with DNR standards including testing, reporting, and additional paperwork.
2. Contract with Terracon Consultants, Des Moines IA for \$28,500 to fill in place in accordance with DNR standards including testing, reporting, and additional paperwork.
3. Contract with Seneca Companies/ OWL Services, Des Moines IA for \$11,462.50 to fill in place in accordance with DNR standards including testing, reporting, and additional paperwork.

#### **STAFF RECOMMENDATION:**

**Ego Source LLC is the cheapest option and has been the most responsive contact. Additionally, Ego Source is the only option that is not subcontracting out services.**



# Tank Closure Proposal - City of Nevada

EcoSource, LLC | 1001 Raccoon St | Des Moines, Iowa 50309

985.789.7050 | caleb@ecosourceiowa.com

**CLIENT**  
 City of Nevada  
 1209 6th St  
 Nevada, IA 50201

**SITE ADDRESS**  
 Sewage Disposal Plant  
 457 S 6th St  
 Nevada, Iowa 50201

**UST No. 1/Lust No.**  
 198710716/N.A.

**DATE**  
 2/27/2024

**PROJECT**  
 UST Closure - Fill in Place

**PREPARED BY:**  
 Caleb Lewis

**EcoSource Proposal No.** 26-146

**PAYMENT TERMS**  
 Net 30

TANKS	44168
NUMBER OF TANKS	1
TANK SIZES (GALLONS)	550
TANK TYPE	FRP
FUEL TYPE	Diesel
NUMBER OF SAMPLES	4
ANALYSIS METHOD	OA-2

PIPING	
LENGTH OF PIPING (FT)	0
NUMBER OF SAMPLES	0

TANK REMOVAL/OVERSIGHT					
TANK CLOSURE (Fill in Place)	per tank	1	\$	2,300.00	\$ 2,300
INERT FILL MATERIAL	per ton	5	\$	58.00	\$ 290
PPE	per personnel	2	\$	50.00	\$ 100
MOBILIZATION	per mob	1	\$	300.00	\$ 300
ENVIRONMENTAL SPECIALIST	per day	1	\$	750.00	\$ 750
<b>SUBTOTAL</b>					<b>\$ 3,740</b>

UST CLEANING AND DISPOSAL					
MOBILIZATION (Vac & Support Vehicles)	per mob	1	\$	747.00	\$ 747
PPE & INERT GASES	per tank	1	\$	575.00	\$ 575
LIQUID DISPOSAL	per gallon	50	\$	2.12	\$ 106
TANK CLEANING	per tank	1	\$	787.00	\$ 787
<b>SUBTOTAL</b>					<b>\$ 2,175</b>

**SOIL BORING AND TEMPORARY WELL INSTALLATION					
DRILL RIG MOBILIZATION	per mob	1	\$	310.00	\$ 310
UTILITY LOCATES	per site	0	\$	850.00	\$ -
SOIL BORING	per boring	4	\$	450.00	\$ 1,800
SOIL SAMPLING	per sample	4	\$	25.00	\$ 100
TEMP WELL	per boring	1	\$	850.00	\$ 850
GROUNDWATER SAMPLING	per sample	1	\$	25.00	\$ 25
DECONTAMINATION	per site	1	\$	100.00	\$ 100
<b>SUBTOTAL</b>					<b>\$ 975</b>

ANALYTICAL					
SOIL (BTEX)	per sample	4	\$	60.00	\$ 240
SOIL (TEH)	per sample	4	\$	60.00	\$ 240
WATER (BTEX)	per sample	1	\$	60.00	\$ 60
WATER (TEH)	per sample	1	\$	60.00	\$ 60
<b>SUBTOTAL</b>					<b>\$ 600</b>

SITE RESTORATION					
SOIL BACKFILL	per ton	0	\$	41.00	\$ -
HAND TOOLS	per day	1	\$	25.00	\$ 25
SEEDING	per bag	1	\$	28.51	\$ 29
<b>SUBTOTAL</b>					<b>\$ 54</b>

REPORTING					
PROJECT MANANGEMENT	per hour	3	\$	95.00	\$ 285
FINAL REPORT FOR DNR SUBMITTAL	lump sum	1	\$	750.00	\$ 750
<b>SUBTOTAL</b>					<b>\$ 1,035</b>

<b>TOTAL COST</b>	<b>\$ 8,579</b>
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THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:  
 Proposal includes 30-Day IDNR Notice of Closure and 24-Hour IDNR Notice of Closure.  
 Does not include electrical disconnect, shoring, or dewatering.  
 Proposal includes tank cleaning, clean tank certificates and fluid disposal. Assumes tank will be empty upon arrival.  
 \*\*Assumes temporary well produces sufficient water while onsite, if not an additional mobilization will be required.  
 Assumes double-wall piping. If single-wall piping is present, sampling is required every 10' of product piping.  
**ADDITIONAL NOTES\***  
 \*\* If an on-site well can be used for sampling, a temporary well will not be required.  
 \*\*\* Actual quantities collected will be billed.  
 Additional activities will be performed at the unit rates shown above.  
 Above activities will be performed according to the term and conditions outlined in the attached Terms and Conditions.

Acceptance by \_\_\_\_\_ Date \_\_\_\_\_





600 SW 7th Street, Suite M  
Des Moines, IA 50309-4508  
P (515) 244-3184  
F (515) 244-5249  
**Terracon.com**

May 14, 2026

City of Nevada Wastewater Department  
62512 270<sup>th</sup> Street  
Nevada, Iowa 50201

Attn: Mr. Devin Cornish  
P: (515) 382-2621  
E: [dcornish@cityofnevadaiaowa.org](mailto:dcornish@cityofnevadaiaowa.org)

Re: Proposal for UST Closure Services  
City of Nevada Sewage Disposal Plant  
457 S. 6<sup>th</sup> Street  
UST Registration No. 198710716 LUST No. NA  
Terracon Proposal No. 1000002771

Dear Mr. Cornish:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Nevada Wastewater Department (client) to conduct Underground Storage Tank (UST) Closure Services at the above-referenced site. Terracon has conducted thousands of environmental service projects across the country. In addition, Terracon has extensive experience performing geotechnical and construction testing services. For more detailed information on all of Terracon's services please visit our web site at [www.terracon.com](http://www.terracon.com). An outline of the project and Terracon's scope of services, including schedule and compensation, are provided in the following sections.

## 1.0 Project Information

The client recently contacted Terracon to request services for the fill-in-place closure of a UST associated with a boiler system located at the City of Nevada Sewage Disposal Plant. According to the Iowa Department of Natural Resources (IDNR) on-line UST database and client-provided information, the UST system consists of a 550-gallon diesel UST that was placed in temporary closure on September 22, 2025. The UST is reportedly constructed of fiberglass reinforced plastic (FRP). Based on photographs provided by the client, the product piping appears to be constructed of single-walled steel, and approximately 10 linear feet of piping is estimated as part of the UST system.

This proposal presents the cost estimate of fees for completion of UST closure activities based on the readily available information and discussions with the client and Terracon's subcontractor (Unified Contracting Services, Inc.). Terracon's closure activities will be conducted in general accordance with IDNR guidance. We assume the UST is constructed of

FRP and product piping is constructed of single-walled steel. Additionally, since the UST has been placed in temporary closure, we have assumed minimal diesel fuel remains in the UST. For the purposes of this proposal, we have assumed dispensers are not associated with the UST system and up to a total of 10 feet of product piping are associated with the UST system.

Terracon will coordinate with the client and our subcontractor to be on site during the UST closure activities for observation/oversight and sample collection per IDNR guidance. Terracon's subcontractor will provide UST system cleaning, collection and disposal of generated wastewater and sludge, filling of the UST, and other IDNR-required closure services as well as providing a licensed tank remover on site during UST closure activities. Terracon will provide closure sampling and reporting per IDNR guidance. Terracon has estimated that the UST fill-in-place closure and sampling portions of the project can be completed in a total of two days, weather and site conditions permitting.

The installation of borings/temporary monitoring wells for soil and groundwater sampling will occur prior to the UST system fill-in-place closure in accordance with IDNR rule. The samples will be submitted on a standard turnaround request. Once sample results are received, Terracon will assist in building the preliminary UST Closure Report which will be completed in standard IDNR format including documentation of field activities, sample results, maps, etc. and will be submitted to the client for authorization. Estimated time for the IDNR to accept the report is 30 days. The IDNR requires that the fill-in place closure activities occur within 30 days of their acceptance of the preliminary UST Closure Report and that the supplemental UST Closure Report be submitted within 15 days of the completion of the fill-in-place closure.

## 2.0 SCOPE OF SERVICES

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free*<sup>®</sup> safety culture, Terracon will generate a project safety plan for use by Terracon personnel during field services. Prior to commencement of on-site activities, Terracon personnel will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, hearing protection, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

Sampling and reporting will be generally completed according to the IDNR guidance document *Underground Storage Tank Closure Guidance* dated June 2025. The sampling and report will be handled by or under the management of a Certified Groundwater Professional (CGP) as required by IDNR guidance.

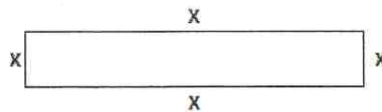
## 2.1 UST Closure Services

Terracon will prepare and submit the Notification of Tank Closure form to the IDNR at least 30 days prior to the start of closure activities including obtaining the signature of the licensed tank remover. Terracon will also make the 24-hour notification to the IDNR Field Office #5 in Des Moines, Iowa prior to the start of fill-in-place closure activities.

Terracon will complete a ground penetrating radar (GPR) scan of the UST system prior to the closure activities to generally identify components of the system, such as extents of the UST, product piping and vent lines, fill ports, and utilities in the immediate vicinity of the system.

The closure sampling will be conducted following the completion of the GPR scan and prior to our subcontractor closure activities. Terracon will mobilize track-mounted drilling equipment for the installation of borings/temporary monitoring wells and the collection of soil and groundwater samples. Based on the reported volume of the UST, the following soil sampling protocol/boring placement will be utilized:

### 550-gallon UST



Four borings will be installed around the GPR-defined extents of the UST within approximately five feet of the sides and ends. A soil sample will be collected from each boring from native materials approximately two to four feet beneath the assumed base of the UST. The UST soil samples will be field screened utilizing a photoionization detector (PID). The borings will be installed to the required sample depth and/or until PID readings are <10 parts per million (ppm) not to exceed 10 feet beneath the UST or 10 feet into groundwater. Additionally, elevated PID readings will be incorporated into sample selection depth, if deemed applicable by the CGP. The boring on the down-gradient side of the UST with the highest PID, or based on CGP discretion, will be converted into a temporary monitoring well. The assumed groundwater flow direction will be based upon the surface topography observed at the time of well installation. Terracon assumes groundwater will be within 25 feet below ground surface and bedrock will not be encountered.

As noted previously, Terracon has assumed dispensers are not associated with the UST system and 10 linear feet of product piping is assumed to be part of the UST system. Terracon will collect soil samples utilizing our track-mounted drilling rig one to two feet into native soils adjacent to the GPR-defined and/or assumed extents of the piping during drilling activities. Per IDNR guidelines for UST closures, a sample must be taken at every 10 linear feet of assumed piping, and at any known connection. The boring(s) will be installed to the required sample depth and/or until PID readings are <10 parts per million (ppm) not to exceed 10 feet beneath the UST or 10 feet into groundwater. Additionally, elevated PID

readings will be incorporated into sample selection depth, if deemed applicable by the CGP. If the piping is removed at the time of fill-in-place closure activities, a soil sample will be collected at that time using our subcontractor equipment or Terracon hand tools at every 10 linear feet of piping. Please note, piping soil samples will be collected according to IDNR guidance based on actual configuration and linear footage and are subject to change based on on-site observations and conditions.

Based on the reported contents, the soil and groundwater samples will be analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX) by Iowa Method OA-1 and total extractable hydrocarbons (TEH) as diesel and waste oil by Iowa Method OA-2. The samples will be collected in laboratory-provided containers and submitted on ice under standard chain of custody protocols to a State of Iowa certified laboratory. A trip blank will be submitted with the groundwater samples for BTEX analysis by Iowa Method OA-1 to evaluate sample integrity during transportation to the laboratory. The samples will be submitted on a standard turnaround request (10 business days).

A preliminary UST Closure Report will be completed in standard IDNR format including documentation of field activities, sample results, maps, etc. and will be submitted to the client for authorization. Terracon will obtain the signature of the CGP on the report. The report will be submitted to the client within 10 business days of the receipt of laboratory data. Terracon will assist the client with facilitating the submittal of the preliminary UST Closure Report to the IDNR with a request for review.

The IDNR requires that the fill-in place closure activities occur within 30 days of their acceptance of the preliminary UST Closure Report. After receiving IDNR acceptance, Terracon will coordinate with our subcontractor to be on site during the UST closure activities for observation and oversight. Our subcontractor will generally provide the following services:

- Layout work over the UST and barricade area off.
- Provide Licensed Tank Removal personnel on site through the entire project.
- Drain and flush piping and fill port contents back to the tank.
- Remove and dispose of the existing fluids from the UST.
- Expose and remove the tank top equipment and piping.
- Triple rinse and vacuum bottom liquids/sludge from the UST.
- Provide a Clean Tank Certificate for the UST.
- Inert the UST to remove flammable vapors prior to filling the tanks.
- Fill UST with flowable mortar, sand, or other inert/approved material to 100% capacity.
- Clean the area and generally return to the current conditions.

Terracon will observe the UST closure activities and collect field documentation including photographs of the closure activities for a supplemental UST Closure Report.



A supplemental UST Closure Report will be completed within 15 days of the completion of subcontractor activities. The report will be completed in standard IDNR format and include supplemental documentation of contractor activities, photographs, and additional sampling, if applicable. The report will be submitted to the client for authorization. Terracon will obtain signatures of the licensed tank remover and CGP on the report. The report will be submitted to the client within 10 business days of completion of the closure activities pending receipt of required documentation and/or laboratory results. Terracon will assist the client with facilitating the submittal of the supplemental UST Closure Report to the IDNR.

### 3.0 Compensation

Based upon our understanding of the site, the project as summarized in **Section 1.0**, and our planned Scope of Services outlined in **Section 2.0**, our proposed fees are presented in the following table:

UST Closure Services	Time & Materials Fee
Project Management	\$1,600
Field Services	\$9,900
Reporting	\$3,000
Subcontractor Fee	\$14,000
<b>Total Project Fee</b>	<b>\$28,500</b>

Terracon will invoice our services on a lump sum basis. The proposed fees include estimates of mobilization and demobilization, labor, equipment, disposable materials and supplies, shipping, sample analysis, project management, reporting, and assumes up to two days total on site. For the purposes of this proposal, Terracon has assumed 100 gallons of wastewater/residual fuel mixture will be generated from UST system cleaning activities and require disposal by the subcontractor. Interim invoices will be submitted regularly and are due upon receipt.

If as a result of these services additional work is required outside the scope of this proposal, you will be contacted and proposed fees for additional work will be provided. Client authorization will be obtained prior to commencement of additional work outside the scope of this proposal. We have also made assumptions on the field time necessary to complete the Scope of Services; however, if additional labor is needed, the associated fees will be presented for client authorization. Interim invoices will be submitted regularly and are due upon receipt.

The project fee summary is based on the scope of services outlined in this proposal. This proposal and fee estimate were prepared based on the following assumptions:



- The client will provide Terracon and our subcontractor, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Terracon’s subcontractor will provide UST closure contractor services per IDNR guidance, including providing a licensed tank remover on site. Terracon will be responsible for the closure oversight, environmental sampling, and reporting per IDNR guidance under the guidance of a CGP.
- Terracon’s subcontractor will be responsible for contacting Iowa One Call to have public utilities marked prior to the fill-in-place UST closure activities. Terracon will contact Iowa One Call to have public utilities marked prior to the boring/temporary monitoring well installation. Terracon will scan the proposed boring/well locations with GPR/EM equipment prior to installation to determine if sub-slab conduits, utilities, etc. are present at those locations.
- Off-site disposal of excavated soil and associated waste characterization analysis and disposal acceptance are not included. It’s assumed excavated soil can be reused on site per IDNR guidance.
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 5:00 pm).
- Traffic control services are not required other than what is provided in the exclusion zone and the area around the UST system by Terracon’s subcontractor and in the area around the boring/temporary monitoring well locations by Terracon. Traffic control on public roads is not included.
- The site is readily accessible by Terracon truck/drill rig.
- City of Nevada and Story County permits are not required for Terracon’s proposed closure sampling activities.

If these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of inaccuracies in these assumptions and conditions, so we may revise the proposal or fee. Additions to the scope of work as presented in this proposal will be handled under a separate change order.

## 4.0 Authorization

This proposal may be accepted by executing the attached Agreement for Services and returning it to Terracon. Services will be initiated upon receipt of the written notice to proceed. The terms, conditions and limitations stated in this proposal incorporated therein, and the Agreement for Services shall constitute the exclusive terms and condition and



services to be performed for this project. The proposal is valid for 60 days from the date of this proposal.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Nevada Wastewater Department on this project. If you have questions or comments regarding this proposal, please contact Cade Lisk at (515) 557-3877 or via email at [cade.lisk@terracon.com](mailto:cade.lisk@terracon.com).

Sincerely,

**Terracon Consultants, Inc.**

A handwritten signature in black ink that reads 'Cade J. Lisk'.

Cade J. Lisk, M.S.  
Staff Scientist

A handwritten signature in black ink that reads 'Jesse M. Nelson'.

Jesse M. Nelson, REM, CGP  
Senior Scientist

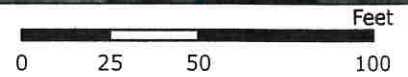
Attachments: Site Location Map  
Agreement for Service



C:\Users\jclisk\OneDrive - Terracon Consultants, Inc.\P08267139\_City of Nevada Wastewater Treatment Plant - General\02\_Site Information\GIS\08267139\_NevadaWWTP\US\Layers

**Legend**

- Project Site
- UST



DATA SOURCES:  
ESRI - Bing Hybrid Basemap

Project No.:	P08267139
Date:	May 2026
Drawn By:	CJL
Reviewed By:	JN

600 Southwest 7th Street Suite M  
Des Moines, Iowa 50309

PH. (515) 244-3184
terracon.com

**Site Location Map**

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UST Closure Services Proposal  
City of Nevada Wastewater Treatment Plant  
457 S 6th Street  
Nevada, Iowa

**Exhibit**

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1

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Nevada IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Nevada Sewage Disposal Plant project ("Project"), as described in Consultant's Proposal dated 05/14/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.

By:  Date: 5/14/2026

Name/Title: Jesse M. Nelson / Senior Scientist

Address: 2640 12th St SW  
Cedar Rapids, IA 52404

Phone: (319) 366-8321 Fax: \_\_\_\_\_

Email: Jesse.Nelson@terracon.com

Client: City of Nevada IA

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

Name/Title: Devin Cornish

Address: 62512 270th St  
Nevada, IA 50201

Phone: (515) 382-2621 Fax: \_\_\_\_\_

Email: dcornish@cityofnevadaiaowa.org



Seneca Companies Inc.  
An OWL Services Affiliated Company

May 8, 2026

Seneca Proposal #20260114

Devin Cornish  
City of Nevada  
457 S 6th Street  
Nevada, IA 50201

*Sent via email to [dcornish@cityofnevadaiaowa.org](mailto:dcornish@cityofnevadaiaowa.org)*

**SUBJECT: Proposal and Budget for Underground Storage Tank Closure Activities**  
**City of Nevada WWTP, 457 S 6th Street, Nevada, Nevada, IA**  
**Registration No. 198710716 LUST No. NA**

Dear Mr. Cornish:

Thank you for the opportunity to submit this proposal for conducting Underground Storage Tank Closure Activities at City of Nevada WWTP, 457 S 6th Street, Nevada, IA. All services described in this proposal and budget will be conducted in accordance with Iowa Department of Natural Resources (IDNR) rules and regulations in place at the time this proposal and budget was prepared. Seneca has thorough knowledge of Underground Storage Tank (UST) closures and management, and Seneca personnel have 40-hr OSHA certification.

## **SCOPE OF WORK**

The scope of services outlined in this proposal and budget is as follows:

- Provide all necessary notifications and obtain all permits for UST Closure
- Abandon in place of UST's (1 -550 gallon FRP Diesel)
- Certify USTs clean for disposal
- Collect all necessary soil samples to meet IDNR closure requirements.
- Install temporary monitoring well to evaluate potential groundwater contamination
- Compile and submit Tank and Line Closure Report.

## **PRE-CLOSURE ACTIVITIES**

Seneca will submit the following notifications prior to UST removal:

- 30-day Closure notification to be provided to the IDNR Underground Storage Tank Section.

- 10-day Demolition notification
- Utility notification to Iowa One Call will be completed 48 hours prior to removal.
- A verbal 24-hour notification will be provided to IDNR Field Office.
- A verbal notification to local fire agency.

The Client will complete the following activities prior to UST removal:

- The client will remove product from the USTs prior to the initiation of on-site activities to less than 2" remaining in the tanks.
- The client will ensure the electricity to the UST system is disconnected prior to site activities.
- The client will remove any components associated with the UST system they wish to keep
- The client shall identify the location of all utilities and underground structures onsite. Seneca will take reasonable precautions to avoid damage to utilities or other underground structures. If requested a private utility locate may be completed to identify site service lines.

## **ABANDONMENT IN PLACE**

Abandonment in place will include uncovering the top of the tanks to allow for inertion, cleaning, and filling the tank with an inert material. Product piping will be capped and remain onsite.

If a potential new release is identified during closure activities, the client will be notified immediately, and steps will be implemented to notify the IDNR.

## **CLOSURE SAMPLING AND REPORTING**

Soil and groundwater samples will be collected as mandated under the State UST closure rules. Soil samples will be collected by direct push utilizing a track mounted geoprobe unit around the accessible sides of the tank basin. All borings will be abandoned upon completion. Additionally, one sample per every ten linear feet of product piping will be collected; and one sample from beneath each dispenser. Soil sample totals in the budget table below are an estimate, only quantity collected will be billed.

A temporary monitoring well will be installed to obtain required groundwater samples. The well will be installed, allowed to stabilize for more than 24 hours prior to sampling. Upon completion of the project Seneca will abandon the monitoring well.

Samples will be collected in laboratory supplied containers, iced, and shipped to a State Certified Laboratory within 72-hours of collection.

The findings of the project will be submitted in a Tank and Line Closure Report. The report will include a dimensioned site map, laboratory results of the samples, and a written discussion of the closure activities. Two (2) copies of the report will be supplied to allow for submittal to the IDNR. The report will be due to the IDNR 45-days post closure.

## UST CLEANING

After the USTs have been removed from the ground, they will be cut and cleaned of any petroleum-related residues and certified clean for disposal. The tanks will be triple washed and rinsed in accordance with Federal Regulation 40 CFR 261.7(b)(3)(I,ii,iii)(a,b). Clean tank certifications will be provided.

## PROJECT ASSUMPTIONS

- Dewatering is not included in this scope of work.
- No Shoring, sheeting or bracing has been included in this scope of work.
- Onsite utilities will be marked by the locating service and will not interfere with the progress of activities.
- Electricity to the UST system will be disconnected.
- Concrete removal costs assume concrete is six inches thick, if concrete exceeds six inches in thickness additional fees may apply.
- Surface removal assumes that one type of surface cover is used, if both asphalt and concrete overlay each other, additional fees may apply.
- Buildings onsite will be closed for business during all closure activities.

All excavation, tank disposal, supply, hauling and compaction of backfill to be completed by personnel with required state and federal training and licensing.

## IOWA STORAGE TANK MANAGEMENT ACCOUNT FINANCING PROGRAM

The Iowa Storage Tank Management Account Financing Program (program) will reimburse underground storage tank removal of registered/regulated materials.

**Regulation:** Iowa Administrative Code 591-Chapter 11.3(11): Budget(s) shall be provided that outline the total cost and scope of work proposed. Maximum benefit payable shall be \$15,000.00 for any site identified by an Iowa DNR UST registration number and prior budget approval is required.

**Pre-approval is required to qualify for the program.** The approval process for this program is estimated to take up to 30-days to complete.

The Claim form is included in Appendix C [IUST Claim Form](#)

## ASSOCIATED COSTS

The total funds requested for these services are \$11,462.50. The following table breaks out the cost for the project. If this proposal is agreeable to you, please sign the enclosed agreement, scan, and email back to us. We will countersign and return one copy to you.

Item	Description	Quantity	Unit	Unit Price	Total
1	UST Cleaning*^	1	LS	\$2,950.00	\$2,950.00
2	Fluid Disposal **^	50	GALLON	\$1.15	\$57.50
3	Environmental Scientist*	16	HR	\$100.00	\$1,600.00
4	Service Truck/Equipment	2	Day	\$225.00	\$450.00
5	Sample Analysis OA1/OA2*	5	EA	\$130.00	\$650.00
6	Drilling Costs*^	1	EA	\$3,690.00	\$3,690.00
7	Mileage*	160	MILE	\$1.25	\$200.00
8	Sr. Project Manager	4	HR	\$135.00	\$540.00
9	Closure Report	1	EA	\$575.00	\$575.00
10	Concrete Flowable Fill **^	1	EA	\$750.00	\$750.00
Project Total					\$11,462.50
*Quantity estimated, actual invoicing will be based on field observations					
^subcontracted, cost +15%					

## ENCLOSURES

- The Iowa Storage Tank Management Account Financing Program claim form. **Pre-approval of costs is required for eligibility.**
- Seneca Customer Application. All projects completed through Environmental Services require a credit application on file with our accounting department. This form is required to be **updated every two years.**
- Iowa Department of Natural Resources Notice of Closure. **The form needs completed and emailed to the IDNR at least 30-days prior to underground storage tank removal activities. Please sign and return it with the contract.**

If you have any questions, please contact me at [tfelderman@senecaco.com](mailto:tfelderman@senecaco.com) or 563-265-7719. Seneca Companies appreciates the opportunity to assist you in this matter.

Sincerely,  
 Seneca Companies, Inc.  
 An OWL Services Affiliated Company



William Sindelar  
 Environmental Scientist

Encl: Terms & Conditions

The Iowa Storage Tank Management Account Financing Program claim form.

Seneca Customer Application

DNR 30-Day Notice of Closure

cc: Leslie Nagel, Environmental Manager

# SENECA COMPANIES, INC. CONTRACT AGREEMENT

THIS AGREEMENT, entered on May 8, 2026 between City of Nevada hereinafter called "Customer," and Seneca Companies, Inc. hereinafter called "Seneca," is as follows:

The Customer retains Seneca to conduct **Underground Storage Tank Closure Activities at: City of Nevada WWTP, 457 S 6th Street, Nevada, Nevada, IA** hereinafter called the "Project."

The Customer and Seneca for mutual consideration, agree as follows:

## GENERAL CONDITIONS

**Proposal Number:** 20260114

**Proposal Amount:** \$11,462.50

**Down Payment:** Not applicable

**Terms of Payment:** See attached Seneca Companies, Inc. Contract Agreement Terms and Conditions

**Taxes:** Not Included

**Pricing:** Proposal and pricing valid for 60 days

*The obligations of the client hereunder are not contingent or conditioned upon the receipt of insurance or other third-party payments.*

*The attached Seneca Companies, Inc. Contract Agreement Terms and Conditions are incorporated into this agreement.*

### Accepted By:

City of Nevada

Seneca Companies, Inc.  
An OWL Services Affiliated Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature  
Environmental Operations Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



The Complete Solution

## SENECA COMPANIES, INC. CONTRACT AGREEMENT TERMS AND CONDITIONS

- Scope of Work and Payment.** Customer shall pay Seneca for the services in the amounts and at the times set forth in the Proposal and Agreement. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear an interest charge of 1.5% per month (18% per year). Customer is responsible for all applicable taxes. Customer shall pay a \$30.00 fee for each check returned for insufficient funds. Payment by credit card may incur additional applicable fees.
- Price.** This Proposal is expressly contingent upon all conditions being as observed, represented, and warranted at the time of bid. The price covers only those items which are specifically set forth in the Proposal for this project. All other items will be billed to Customer on a time and materials basis.
- Returns and Cancellation.** All sales to Customer are final and no returns or cancellations will be allowed except at the discretion and upon terms acceptable to Seneca.
- Third Party Payment.** Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity who may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
- Authorization and Access.** Customer shall provide Seneca with all necessary access to the property upon which services are to be performed. Customer warrants that it has obtained or will obtain prior to performance of the services all necessary permits, licenses, consents, and authorizations required in connection with performance of services set forth in the Proposal.
- Warranties.** Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, expressed or implied, is made or intended by Seneca. Seneca does not warrant or represent that a site is not contaminated and Client acknowledges that the risk of contamination cannot be totally eliminated.
- Duties of the Customer.** Customer shall provide a written, complete, and accurate description of the site and site conditions to Seneca. Customer warrants that it will disclose all adverse or unfavorable site conditions which may affect this Agreement. Customer shall furnish as requested by Seneca, all reports, data, studies, plans, specifications, or other information deemed necessary by Seneca for performance of all services provided hereunder. Customer represents and warrants that all information provided to Seneca is complete and accurate. Customer represents and warrants that it has and will comply with all applicable local, state, and federal laws, including all applicable insurance requirements.
- Utilities and Underground Structures.** Customer shall identify the location of all utilities and underground structures. Seneca will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold Seneca harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to Seneca's attention. Such indemnity shall include payment of litigation costs, experts fees, and attorneys fees incurred by Seneca.
- Sampling, Handling and Reporting of Materials.** Customer acknowledges that Seneca has neither created nor contributed to the creation or existence of any contamination at the site and Seneca's compensation hereunder is not commensurate with the potential risk of injury or loss which may be caused by contamination. Seneca shall not be deemed a generator, owner, operator, storer, treater, transporter, arranger, or disposal facility by reason of the services it provides to Customer. All laboratory and field equipment contaminated in performance of the services hereunder which cannot be reasonably decontaminated shall become the responsibility of Customer to decontaminate or to purchase for the fair market value. Customer shall be responsible for complying with all reporting requirements under applicable law. If Customer fails to report a condition which may pose a threat to human health or the environment, Seneca may, but is not required to, report the same.
- Force Majeure.** Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
- Unforeseen Conditions.** If unforeseen conditions arise that affect the scope of services, price of services, time for performance, or the risk involved, Seneca shall notify Customer. Seneca may then, at its sole discretion, modify the scope of work, modify the price, stop work until arrangements satisfactory to Seneca have been made, or terminate the services by notifying Customer in writing. Seneca shall be entitled to the fair and reasonable value of its services through the time of termination.
- Limitation of Liability.** Seneca shall be liable only for damages that are a direct result of the negligence of Seneca. Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed \$50,000 or the total fees payable to Seneca for the particular project, whichever is less. Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Customer recognizes that the work set forth in the Proposal may effect, alter, or damage the property and Seneca shall not be responsible for such damage unless it is a direct result of negligence of Seneca. Any claims, demands, or causes of action against Seneca arising from or related in any manner to this Agreement, or to work, services, goods or products provided by Seneca pursuant to this agreement, must be brought within two (2) years from the date the work, service or provision of goods or products has been completed.
- Remedies and Indemnity.** In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder. Customer shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement or Seneca's performance of services hereunder.
- No Third Party Reliance.** Seneca is providing services, including the generation of any written materials or "work product", for the sole benefit of and reliance by the Customer. Customer shall not distribute or disclose any work product of Seneca without prior written approval of Seneca. There are no intended third-party beneficiaries to this Agreement, and no party other than Customer is entitled to rely on Seneca's services or work product.
- Termination.** Seneca may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.
- Assignment.** This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
- Jurisdiction and Venue.** Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
- Entire Agreement.** The written proposal for work, together with any referenced attachments, these terms and conditions, and any applicable Seneca Customer Application Agreement shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
- Amendments.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
- Severability.** Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.

04/2014



**Seneca Customer Application**

Please return by email to [accountsreceivable@senecaco.com](mailto:accountsreceivable@senecaco.com),  
 by fax to (515) 262-4951 or by mail to  
 Seneca Companies  
 PO Box 3360, Des Moines, IA 50316

Date: \_\_\_\_\_ Line of credit requested: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_

Applicant's name: \_\_\_\_\_ D/B/A: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Company web address: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City County State Zip

Shipping Address: \_\_\_\_\_  
Street City County State Zip

Describe your business operation: \_\_\_\_\_

Ownership:  Sole Owner  Partnership  Corp.  LLC State where incorporated \_\_\_\_\_

Date established: \_\_\_\_\_ Years in business: \_\_\_\_\_ Sales tax rate: \_\_\_\_\_ Tax jurisdiction:  State  County  City

Number of Employees: \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_ Sales Area: \_\_\_\_\_

Accounts payable contact name: \_\_\_\_\_ Accounts payable email address: \_\_\_\_\_

Principal: \_\_\_\_\_  
Name Title

Principal: \_\_\_\_\_  
Name Title

**Trade References (Name suppliers of major products and service):**

\_\_\_\_\_  
Name Address Phone Fax

\_\_\_\_\_  
Name Address Phone Fax

\_\_\_\_\_  
Name Address Phone Fax

**Bank References:**

\_\_\_\_\_  
Bank Name and Address Phone Fax

\_\_\_\_\_  
Bank Contact Name Email Address Phone Fax

Bank Account # \_\_\_\_\_  Checking/Savings  Loan Bank Account # \_\_\_\_\_  Checking/Savings  Loan

Has your firm or any of its Principals ever been bankrupt?  Yes  No (If yes, please explain on a separate attachment.)

This applicant, as an inducement to grant credit, warrants that the information submitted is true and correct. Applicant has read and agrees to pay its account in accordance with the terms and conditions set forth on the attached page. Seneca is authorized to investigate the applicant's credit.

\_\_\_\_\_  
Signature Print Name & Title

**Personal Guarantee**

The undersigned unconditionally guarantees to Seneca the payment of the Customer's accounts.

\_\_\_\_\_  
Signature Print Name & Title

**For Seneca use only:**  
 Salesperson \_\_\_\_\_  
 Division \_\_\_\_\_  
 Approved By \_\_\_\_\_  
 Credit Limit \_\_\_\_\_  
 Date \_\_\_\_\_  
 CRM Code \_\_\_\_\_



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## SENECA CUSTOMER APPLICATION TERMS AND CONDITIONS

1. Application. These terms and conditions apply to all of Customer's accounts with any of the Seneca entities including, without limitation, Seneca Companies, Inc, and Seneca Waste Solutions, Inc., [hereinafter "Seneca"]. These terms and conditions represent the entire and integrated terms and conditions between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. These terms and conditions also supersede terms and conditions attached to purchase orders.
2. Payment. All prices are F.O.B. shipping point and subject to change without notice. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear a late payment fee of 1.5% per month (18% per year). All transactions are subject to a \$40.00 minimum billing charge. Customer is responsible for all applicable taxes. Customer shall pay a \$30.00 fee for each check returned for insufficient funds. Payment by credit card may incur additional applicable fees.
3. Returns and Cancellation. All sales to Customer are final and no returns will be allowed except at the discretion and upon terms acceptable to Seneca. Cores must be returned within 30 days of original shipment to be considered for credit.
4. Third Party Payment. Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity that may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
5. Purchase Money Security Interest. Customer grants to Seneca a purchase money security interest in all goods sold to Customer, including all proceeds, accessories, and replacements (collectively "Collateral"). Customer hereby appoints Seneca as its attorney in fact to execute and file any documents necessary to perfect its security interest in the Collateral. Customer shall not grant a security interest in the Collateral to any other party and shall keep the Collateral insured for its replacement value, naming Seneca as a loss payee and additional insured. The Collateral shall not be removed or moved except upon notice to Seneca. If Customer fails to pay Seneca in a timely manner, Customer consents to and authorizes Seneca to exercise all self-help remedies allowed under law, including without limitation, dismantling and removal of the Collateral or otherwise disabling the Customer's use of the collateral and Seneca shall not be liable for any incidental or consequential damages as a result thereof.
6. Warranties. Seneca sells all goods "as is". All goods sold are warranted only by the manufacturer's warranty, if any, and such warranties are passed from Seneca to the Customer according to the manufacturer's policy. No other warranty, express or implied, is made or intended by Seneca including the warranty of merchantability or fitness for a particular purpose. Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, express or implied, is made or intended by Seneca. Customer warrants that all information provided to Seneca is true and correct and that Customer has disclosed all adverse or unfavorable conditions that may affect this Agreement.
7. Credit Approval. Customer's application for credit is not a guaranty that Seneca will grant such credit. Seneca at its sole discretion can approve or not approve credit for any Customer or project.
8. Termination. Seneca may, without prejudice to any right or remedy, terminate its relationship with customer upon notice to customer.
9. Remedies and Indemnity. In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder, and shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement.
10. Limitation of Liability. Seneca shall be liable only for damages that are a direct result of the negligence of Seneca except that Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed \$50,000 or the total fees payable to Seneca for the particular project, whichever is less, and that Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Any claims, demands, or causes of action against Seneca arising from or related in any manner to this Agreement, or to work, services, goods or products provided by Seneca pursuant to this agreement, must be brought within two (2) years from the date the work, service or provision of goods or products has been completed.
11. Force Majeure. Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
12. Assignment. This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
13. Jurisdiction and Venue. Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
14. Service Level Agreements. Customer and Seneca may enter into Service Level Agreements with any of the Seneca entities which shall also be subject to these Terms and Conditions. Service Level Agreements may include without limitation service orders, purchase orders, proposals, and quotes. This Agreement along with any applicable Service Level Agreements and referenced attachments shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
15. Amendments. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
16. Severability. Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.

9/2016



# Iowa Department of Natural Resources UST CLOSURE CLAIM FORM

To apply for a UST Closure Claim, the UST Owner must complete this application and return it with the required documentation (see instructions the reverse).

### UST Owner

Owner: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Title / Position: \_\_\_\_\_  
Address (line2): \_\_\_\_\_ Phone #: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Company (see IRS W9): \_\_\_\_\_  Individual  Sole proprietor

State of organization: \_\_\_\_\_ Iowa Secretary of State Business Entity #: \_\_\_\_\_

Are you the owner of the USTs to be closed?  Yes  No

Do you own the land where the UST is located?  Yes  No

### UST Facility

Facility Name: \_\_\_\_\_ Registration # \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_

# USTs to be closed	Capacity	Construction	Contents	Fill in place or Removal

### UST Owner submission of a Cost Estimate

The cost outline must, at a minimum, include the following tasks: costs of the excavation work, tank cleaning costs (includes fluids disposal), environmental assessment, reporting and the total cost.

Budget Item	Amount
<b>Total Cost Estimate:</b>	

**Do not include** costs for a canopy removal, concrete replacement, claim handling, or the installation of new equipment, or other services.

### UST Owner Certification

- I am the applicant for the above-mentioned claim, and I have personally examined and am familiar with the information submitted in this document;
- I confirm that I am the owner of the UST system described above;

- I understand as the applicant to the DNR Storage Tank Management Account Financing Program, I am fully responsible for the verification and submission of all documents associated with this claim; and
- I understand that any misrepresentation herein may lead to disqualification of this claim.

I, the undersigned, certify under penalty of perjury that these statements are true and correct.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DNR Storage Tank Management Account Financing Program**

Comment: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## Iowa Storage Tank Management Account Financing Program, Tank Closure Instructions

**Regulation:** Iowa Administrative Code 591-Chapter 11.3(11): Budget(s) shall be provided that outline the total cost and scope of work proposed. Maximum benefit payable shall be \$15,000.00 for any site identified by an Iowa DNR UST registration number and prior budget approval is required.

**To obtain DNR reimbursement, the UST Owner must comply with all of the following:**

1. UST Owner must be registered with the Iowa Secretary of State. (If filing as Individual / Sole Proprietor, UST Owner is not required to register with the Iowa Secretary of State.) If not already registered, contact the Iowa Secretary of State's office at 515-281-5204 or <https://sos.iowa.gov/>. Include the "Business Entity #" on the reverse side of this application.
2. UST Owner will be required to enter into a Contract with the Iowa DNR to receive reimbursement of completed work.
3. UST Owner must upload an IRS W-9 form to be eligible to receive reimbursement from the DNR Storage Tank Management Financing Program for completed work. The following link (<https://stateofiowa.seamlessdocs.com/f/W9forDNR>) will direct you to a fillable W-9 form which will allow you to securely submit your tax information. **On the W-9, please provide the best payment address.** Once completed and your signature is applied, you must click the "Finalize & Submit" button. You will receive a signature confirmation email from SeamlessDocs confirming your submission. If you have any questions or concerns regarding the W-9 process, please contact the DNR Budget & Finance Section at [budgetandfinance@dnr.iowa.gov](mailto:budgetandfinance@dnr.iowa.gov) for assistance.

**Submit any questions and/or the completed UST Closure Claim Application and cost estimate to:**

James Gastineau, Environmental Specialist Senior  
Iowa Department of Natural Resources  
6200 Park Ave Ste 200  
Des Moines IA 50321  
Phone: 515-829-2770  
**Email:** [USTClaims@dnr.iowa.gov](mailto:USTClaims@dnr.iowa.gov)



# Notification of Tank Closure or Change-in-Service

Iowa Department of Natural Resources  
Underground Storage Tank Section  
502 E 9<sup>th</sup> St  
Des Moines, IA 50319-0034

Complete all sections and submit to the Iowa DNR at least **30 days** before starting closure activities.

### UST Facility

Name: \_\_\_\_\_ Registration No: \_\_\_\_\_  
Address: \_\_\_\_\_ LUST No: \_\_\_\_\_  
City: \_\_\_\_\_ ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_

### Owner

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Tank And Piping Closure

Tank Closure Procedure: \_\_\_\_\_ Month/Day/Year of Proposed Closing: \_\_\_\_\_  
 Removal of Tank(s) \_\_\_\_\_ Piping Closure Only?  Yes  No  
 Closing Tank in Place by Filling with Inert Material \_\_\_\_\_ Will Piping Be Removed?  Yes  No  
 Change-in-Service to Unregulated Use \_\_\_\_\_ Will this tank/piping be replaced by a new underground storage tank/piping?  Yes  No

### Tank Information

Tank #	Permanent Tag No	Capacity	Contents	Date Installed	Single or Double Wall
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW

### Iowa Licensed Remover

Name: \_\_\_\_\_ Iowa Licensed Remover No: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Excavator

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
Street: \_\_\_\_\_ E-mail: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

### Certified Groundwater Professional (CGP)

Name: \_\_\_\_\_ Certification No: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signed \_\_\_\_\_ Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(UST System Owner)

Signed \_\_\_\_\_ Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Remover)

**Complete all sections of the notification form.**

- Provide site registration number assigned by DNR when the site was first registered. **This is not the tank tag number.**
- Indicate anticipated date of closure. 24 hour notice is also required to be given to local DNR field office.
- Mark the tank closure procedure you will be following. Confirmation from the UST Section will follow. All three closure procedures require soil and groundwater sampling. When closing a tank in place, analytical results must be submitted and approved by the DNR prior to filling the tank with inert material.
- If approved groundwater or vapor monitoring has been used for leak detection, it may be possible to use the monitoring results from the 90 days prior to closure instead of soil and groundwater sampling at the time of closure. Contact the department if you feel your site qualifies for prior approval.
- The form should be signed and dated by the tank owner or authorized agent and licensed remover and submitted to the DNR by the licensed remover.
- Go to: <https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Underground-Storage-Tanks/Licensed-UST-Professionals> to download appropriate documents.

**This form must be mailed at least 30 days before closure activities commence.**

Email To: [USTOperations@dnr.iowa.gov](mailto:USTOperations@dnr.iowa.gov)

**Erin Mousel**

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**From:** Barnes, Kate <kate.barnes@hrgreen.com>  
**Sent:** Monday, May 18, 2026 2:03 PM  
**To:** Jordan Cook  
**Cc:** Lucas Battani; Erin Mousel; Corey Merrigan; Rhonda Maier  
**Subject:** Nevada Tributary Project - Pay App #5 and #6  
**Attachments:** West Indian Creek Project B - Pay App #5.pdf; West Indian Creek Project B - Pay App #6.pdf

**Warning: Unusual sender** <kate.barnes@hrgreen.com>

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

Hi Jordan,

Can the attached Pay Apps #5 and #6 for the Tributary be included on the next council meeting?

Corey submitted Pay App #5 and previously and that was not put on the council meeting due to concerns about the erosion control. They have since placed more erosion control in compliance with their SWPPP, completed permanent seeding, and placed temporary erosion control fabric in place. It is my recommendation that both Pay App #5 and #6 be processed.

Thanks,

**Kate Barnes, PE, CFM**  
Lead Engineer – Water Resources  
HR Green® | Building Communities. Improving Lives.



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131-1448  
**Main** 515.278.2913 | **Fax** 713.965.0044 | **Direct** 515.657.5260 | **Cell** 319.329.3480  
[HRGREEN.COM](http://HRGREEN.COM)

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

TO OWNER: City of Nevada, IA  
 1209 6th Street  
 Nevada, IA 50201

PROJECT: Tributary to West Indian Creek (Project B)

APPLICATION NO: 5  
 PERIOD TO: 3/31/26  
 DISTRIBUCTION TO: OWNER  
 ENGINEER  
 CONTRACTOR

FROM CONTRACTOR: Con-Struct Inc.  
 305 South Dayton Ave  
 Ames, IA 50010

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

PROJECT NO: 191900  
 CONTRACT DATE: 4/14/2025

CONTRACT FOR Tributary to West Indian Creek (Project B)

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER		\$0.00	\$0.00
TOTAL			
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
CO 1	10/13/2025	\$21,005.50	
CO 2		\$6,585.00	
TOTALS		\$27,590.50	\$0.00
Net change by Change Orders		\$27,590.50	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Con-Struct Inc.

BY: *[Signature]* DATE: 3/27/2026

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Undersigned certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

1. ORIGINAL CONTRACT SUM ..... \$137,844.00
2. Net change by Change Orders ..... \$27,590.50
3. CONTRACT SUM TO DATE ..... \$165,434.50
4. TOTAL COMPLETED & STORED TO DATE ..... \$140,250.98  
 (Column G on G703)
5. RETAINAGE: \$4,207.53  
 a. 3% of completed work  
 (Column D + E on G703)  
 b. 3% of stored material \$0.00  
 (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE ..... \$136,043.45  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$135,024.37
8. CURRENT PAYMENT DUE ..... \$1,019.08
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$29,391.05  
 (Line 3 less Line 6)

AMOUNT CERTIFIED ..... \$1,019.08

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

BY: *[Signature]* Date: 5/18/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

# Contractor's Monthly Payment Estimate

Owner: City of Nevada, IA  
 Tributary To West Jordan Creek (Project B)  
 Contractor: Con-Struct Inc.

Estimate No. 5 Date: 3/31/2026

Period Ending: 3/31/2026

NO.	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	THIS PERIOD AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	3% RETAINAGE
1	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 3,050.00	\$ 3,050.00	1.00	\$ 3,050.00	0.00	\$ -	1.00	\$ 3,050.00	\$ 91.50
2	CLEAR & GRUBBING	LS	1	\$ 21,000.00	\$ 21,000.00	1.00	\$ 21,000.00	0.00	\$ -	1.00	\$ 21,000.00	\$ 630.00
3	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	400	\$ 18.00	\$ 7,200.00	400.00	\$ 7,200.00	0.00	\$ -	400.00	\$ 7,200.00	\$ 216.00
4	EXCAVATION CLASS 13, HAUL OFF-SITE	CY	75	\$ 16.00	\$ 1,200.00	75.00	\$ 1,200.00	0.00	\$ -	75.00	\$ 1,200.00	\$ 36.00
5	EXCAVATION CLASS 13, RESPREAD OFF-SITE	CY	640	\$ 15.00	\$ 9,600.00	640.00	\$ 9,600.00	0.00	\$ -	640.00	\$ 9,600.00	\$ 288.00
6	EXCAVATION CLASS 13, REUSE ON-SITE	CY	178	\$ 9.00	\$ 1,602.00	178.00	\$ 1,602.00	0.00	\$ -	178.00	\$ 1,602.00	\$ 48.06
7	REMOVAL OF SHARED USE PATH	SY	94	\$ 13.00	\$ 1,222.00	94.00	\$ 1,222.00	0.00	\$ -	94.00	\$ 1,222.00	\$ 36.66
8	SHARED USE PATH REPLACEMENT	SY	94	\$ 154.50	\$ 14,523.00	94.00	\$ 14,523.00	0.00	\$ -	94.00	\$ 14,523.00	\$ 435.69
9	PERMANENT SEEDING FERTILIZING & M&M CH	SY	269	\$ 2.00	\$ 538.00	0.00	\$ -	0.00	\$ -	269.00	\$ 538.00	\$ 16.14
10	TEMPORARY HYDRAULIC SEEDING & M&M	SY	2,470	\$ 1.00	\$ 2,470.00	2,470.00	\$ 2,470.00	0.00	\$ -	2,470.00	\$ 2,470.00	\$ 74.10
11	PERMANENT HYDRAULIC SEEDING & M&M	SY	2,200	\$ 2.00	\$ 4,400.00	0.00	\$ -	0.00	\$ -	2,200.00	\$ 4,400.00	\$ 132.00
12	WARRANTY, 3 YEARS, ESTABLISHED & MAINTENANCE	LS	1	\$ 3,090.00	\$ 3,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
13	SWPPP PREPARATION	LS	1	\$ 1,030.00	\$ 1,030.00	1.00	\$ 1,030.00	0.00	\$ -	1.00	\$ 1,030.00	\$ 30.90
14	SWPPP MANAGEMENT	LS	1	\$ 6,180.00	\$ 6,180.00	0.67	\$ 4,115.88	0.17	\$ 1,050.60	0.84	\$ 5,166.48	\$ 154.99
15	TEMPORARY RECEIPT TYPE 3B, NATURAL FIBER	SY	494	\$ 3.00	\$ 1,482.00	0.00	\$ -	0.00	\$ -	494.00	\$ 1,482.00	\$ 44.46
16	RIPRAP CLASS E, SOIL CHOKED	TON	440	\$ 58.00	\$ 25,520.00	440.00	\$ 25,520.00	0.00	\$ -	440.00	\$ 25,520.00	\$ 765.60
17	RIPRAP CLASS E, SOIL CHOKED	TON	50	\$ 58.00	\$ 2,900.00	50.00	\$ 2,900.00	0.00	\$ -	50.00	\$ 2,900.00	\$ 87.00
18	MACADAM STONE	TON	276	\$ 45.00	\$ 12,375.00	35.00	\$ 1,575.00	0.00	\$ -	35.00	\$ 1,575.00	\$ 47.25
19	LIME STONE CROSS VANE	EA	29	\$ 360.00	\$ 10,440.00	29.00	\$ 10,440.00	0.00	\$ -	29.00	\$ 10,440.00	\$ 313.20
20	STABILIZED CONSTRUCTION ENTRANCE	EA	4	\$ 11.00	\$ 44.00	4.00	\$ 44.00	0.00	\$ -	4.00	\$ 44.00	\$ 1.32
21	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$ 217.00	\$ 868.00	4.00	\$ 868.00	0.00	\$ -	4.00	\$ 868.00	\$ 26.04
22	CONSTRUCTION SURVEY	LS	1	\$ 1,910.00	\$ 1,910.00	1.00	\$ 1,910.00	0.00	\$ -	1.00	\$ 1,910.00	\$ 57.30
23	MOBILIZATION	LS	1	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	0.00	\$ -	1.00	\$ 3,500.00	\$ 105.00
CO1	REMOVAL OF SHARED USE PATH	SY	38	\$ 13.00	\$ 494.00	38.00	\$ 494.00	0.00	\$ -	38.00	\$ 494.00	\$ 14.82
CO1	SHARED USE PATH REPLACEMENT	SY	220	\$ 2.00	\$ 440.00	226.00	\$ 1,092.50	0.00	\$ -	226.00	\$ 1,092.50	\$ 32.78
CO1	PERMANENT HYDRAULIC SEEDING & M&M	TON	226	\$ 1,092.50	\$ 246,905.00	1.00	\$ 1,092.50	0.00	\$ -	1.00	\$ 1,092.50	\$ 32.78
CO1	RIPRAP CLASS E	TON	1	\$ 1,092.50	\$ 1,092.50	1.00	\$ 1,092.50	0.00	\$ -	1.00	\$ 1,092.50	\$ 32.78
CO2	TEMPORARY RECEIPT TYPE 3B, NATURAL FIBER	SY	2195	\$ 3.00	\$ 6,585.00	1,055.00	\$ 3,165.00	0.00	\$ -	1,055.00	\$ 3,165.00	\$ 94.95
<b>TOTAL</b>					\$ 185,434.50		\$ 139,290.38		\$ 1,050.60		\$ 140,250.98	\$ 4,207.53

#REF!

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**AIA DOCUMENT G702**

Item # 12  
Date: 5/24/26

**OWNER**  
Tributary to West Indian Creek (Project B)  
39 6th Street  
Cedar Rapids, IA 52401

**PROJECT:**  
Tributary to West Indian Creek (Project B)

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

**APPLICATION NO:** 6  
**PERIOD TO:** 4/30/26  
**PROJECT NO:** 191900  
**CONTRACT DATE:** 4/14/2025

**DISTRIBUTION TO:**  
OWNER  
ENGINEER  
CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED			
IN PREVIOUS MONTHS BY OWNER		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
CO 1	10/13/2025	\$21,005.50	
CO 2		\$6,585.00	
TOTALS		\$27,590.50	\$0.00
Net change by Change Orders		\$27,590.50	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Con-Struct Inc.

BY: [Signature] DATE: 5/20/2026

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Undersigned certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

1. ORIGINAL CONTRACT SUM ..... \$137,844.00
2. Net change by Change Orders ..... \$27,590.50
3. CONTRACT SUM TO DATE ..... \$165,434.50
4. TOTAL COMPLETED & STORED TO DATE ..... \$151,031.56  
(Column G on G703)
5. RETAINAGE:
  - a. 3% of completed work ..... \$4,530.95  
(Column D + E on G703)
  - b. 3% of stored material ..... \$0.00  
(Column F on G703)
6. TOTAL EARNED LESS RETAINAGE ..... \$146,500.61  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$136,043.45
8. CURRENT PAYMENT DUE ..... \$10,457.16
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$18,933.89  
(Line 3 less Line 6)

AMOUNT CERTIFIED ..... \$10,457.16

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

By: [Signature] Date: 5/18/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

**Contractor's Monthly Payment Estimate**  
 Owner: City of Nevada, IA  
 Tributary To West Indian Creek (Project 5)  
 Contractor: Con-Struct, Inc.

Estimate No. 6 Date: 4/30/2026

Period Ending: 4/30/2026

NO.	ITEM	CONTRACT				WORK COMPLETED				3% RETAINAGE		
		UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS \$ AMOUNT	THIS PERIOD QTY	\$ AMOUNT		QTY COMPLETE TO DATE	\$ AMOUNT TO DATE
1	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 3,050.00	\$ 3,050.00	1.00	\$ 3,050.00	0.00	\$ -	1.00	\$ 3,050.00	\$ 91.50
2	CLEAR & GRUBBING	LS	1	\$ 21,000.00	\$ 21,000.00	1.00	\$ 21,000.00	0.00	\$ -	1.00	\$ 21,000.00	\$ 630.00
3	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	400	\$ 18.00	\$ 7,200.00	400.00	\$ 7,200.00	0.00	\$ -	400.00	\$ 7,200.00	\$ 216.00
4	EXCAVATION, CLASS 13, HAUL OFF-SITE	CY	75	\$ 16.00	\$ 1,200.00	75.00	\$ 1,200.00	0.00	\$ -	75.00	\$ 1,200.00	\$ 36.00
5	EXCAVATION, CLASS 13, RE-SREAD OFF-SITE	CY	640	\$ 15.00	\$ 9,600.00	640.00	\$ 9,600.00	0.00	\$ -	640.00	\$ 9,600.00	\$ 288.00
6	EXCAVATION, CLASS 13, REUSE ON-SITE	CY	178	\$ 9.00	\$ 1,602.00	178.00	\$ 1,602.00	0.00	\$ -	178.00	\$ 1,602.00	\$ 48.06
7	REMOVAL OF SHARED USE PATH	SY	94	\$ 13.00	\$ 1,222.00	94.00	\$ 1,222.00	0.00	\$ -	94.00	\$ 1,222.00	\$ 36.66
8	SHARED USE PATH REPLACEMENT	SY	94	\$ 154.50	\$ 14,523.00	94.00	\$ 14,523.00	0.00	\$ -	94.00	\$ 14,523.00	\$ 435.69
9	PERMANENT SEEDING FERTILIZING & MULCH	SY	269	\$ 2.00	\$ 538.00	0.00	\$ -	269.00	\$ 538.00	269.00	\$ 538.00	\$ 16.14
10	TEMPORARY HYDRAULIC SEEDING & MBRM	SY	2,470	\$ 1.00	\$ 2,470.00	0.00	\$ -	2,470.00	\$ 2,470.00	2,470.00	\$ 2,470.00	\$ 74.10
11	PERMANENT HYDRAULIC SEEDING & MBRM	SY	2,200	\$ 2.00	\$ 4,400.00	0.00	\$ -	2,200.00	\$ 4,400.00	2,200.00	\$ 4,400.00	\$ 132.00
12	WARRANTY, 3 YEARS ESTABLISHED & MAINTENANCE	LS	1	\$ 3,090.00	\$ 3,090.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
13	SWPPP PREPARATION	LS	1	\$ 1,030.00	\$ 1,030.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
14	SWPPP MANAGEMENT	LS	1	\$ 6,180.00	\$ 6,180.00	0.84	\$ 5,166.48	0.08	\$ 500.58	1.00	\$ 6,180.00	\$ 170.01
15	TEMPORARY RECP, TYPE 3B, NATURAL FIBER	SY	494	\$ 3.00	\$ 1,482.00	0.00	\$ -	494.00	\$ 1,482.00	494.00	\$ 1,482.00	\$ 44.46
16	RECP, CLASS E, SOIL CHOKED	TON	440	\$ 58.00	\$ 25,520.00	440.00	\$ 25,520.00	0.00	\$ -	440.00	\$ 25,520.00	\$ 765.60
17	MACADAM STONE	TON	50	\$ 58.00	\$ 2,900.00	50.00	\$ 2,900.00	0.00	\$ -	50.00	\$ 2,900.00	\$ 87.00
18	MACADAM STONE	EA	275	\$ 45.00	\$ 12,375.00	35.00	\$ 1,575.00	0.00	\$ -	35.00	\$ 1,575.00	\$ 47.25
19	LIME STONE CROSS VANE	EA	29	\$ 360.00	\$ 10,440.00	29.00	\$ 10,440.00	0.00	\$ -	29.00	\$ 10,440.00	\$ 313.20
20	STABILIZED CONSTRUCTION ENTRANCE	EA	1	\$ 1,700.00	\$ 1,700.00	1.00	\$ 1,700.00	0.00	\$ -	1.00	\$ 1,700.00	\$ 51.00
21	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$ 217.00	\$ 868.00	4.00	\$ 868.00	0.00	\$ -	4.00	\$ 868.00	\$ 26.04
22	INLET PROTECTION SURVEY	EA	4	\$ 11.00	\$ 44.00	4.00	\$ 44.00	0.00	\$ -	4.00	\$ 44.00	\$ 1.32
23	MOBILIZATION	LS	1	\$ 1,910.00	\$ 1,910.00	1.00	\$ 1,910.00	0.00	\$ -	1.00	\$ 1,910.00	\$ 57.30
24	REMOVAL OF SHARED USE PATH	SY	38	\$ 13.00	\$ 494.00	38.00	\$ 494.00	0.00	\$ -	38.00	\$ 494.00	\$ 14.82
CO1	SHARED USE PATH REPLACEMENT	SY	38	\$ 154.50	\$ 5,871.00	38.00	\$ 5,871.00	0.00	\$ -	38.00	\$ 5,871.00	\$ 176.13
CO1	PERMANENT HYDRAULIC SEEDING & MBRM	TON	226	\$ 2.00	\$ 440.00	226.00	\$ 440.00	0.00	\$ -	226.00	\$ 440.00	\$ 13.20
CO1	REPAIR OF STORM SEWER	EA	1	\$ 1,092.50	\$ 1,092.50	1.00	\$ 1,092.50	0.00	\$ -	1.00	\$ 1,092.50	\$ 32.78
CO2	TEMPORARY RECP, TYPE 3B, NATURAL FIBER	SY	2195	\$ 3.00	\$ 6,585.00	1,055.00	\$ 3,165.00	1,140.00	\$ 3,420.00	2,195.00	\$ 6,585.00	\$ 197.55
TOTAL					\$ 165,434.40		\$ 140,250.98		\$ 10,780.58		\$ 151,031.56	\$ 4,530.95

**RESOLUTION NO. 089 (2025/2026)**

**A RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH WHKS & CO. FOR 2026 NBI BRIDGE INSPECTION**

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with WHKS & Co. for certain professional services relating to 2026 NBI Bridge Inspection; and

WHEREAS, WHKS & Co. will provide certain professional services as required by the City of Nevada in accordance with the terms and conditions of the agreement as outlined in Exhibit A, attached; and

WHEREAS, WHKS & Co. has submitted Professional Services Agreement, providing further detail outlining said services and fees, estimated at \$3,900.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Services Agreement for Professional Services with WHKS & Co. for 2026 NBI Bridge Inspection. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 26<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 089 (2025/2026) be adopted.

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

The Mayor declared Resolution No. 089 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 089 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk  
F:\Office\Council\Resolutions\2025-2026\089-2026-27 Street Recon Proj-WHKS.doc



## PROFESSIONAL SERVICES AGREEMENT

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

WHEREAS, the Client has a need for certain professional services relating to the project described as **2026 NBI Bridge Inspection**.

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

### Scope of Services

WHKS shall perform the following described services for the Client:

**Professional Engineering services as described on the attached Scope of Services included in Exhibit A.**

### Basis of Compensation

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

**Lump Sum Fee of \$3,900 including Expenses.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ May, 2026

**City of Nevada, Iowa**

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

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

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

**WHKS & CO.**

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

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

Title: Vice President



## Exhibit A to Professional Services Agreement

### A. Project Description:

This project involves performing field inspection of the following bridges and culverts under the jurisdiction of the Client:

- 6 bridges or culverts on the National Bridge Inventory (NBI) with lengths greater than 20 feet.
- 1 NBI bridge requiring Nonredundant Steel Tension Member (NSTM) inspection per B.IR.01.

Channel cross-sections will be measured on the upstream side of bridges over waterways (excluding culverts) at the top of bank, toe of bank, thalweg, and each substructure unit. 5 channel cross-sections are anticipated.

An inspection report will be created and submitted in the Iowa DOT Structure Inventory and Inspection Management System (SIIMS) for each bridge on the National Bridge Inventory (NBI). In addition to SIIMS reports, a supplementary bridge inspection report will be submitted to the Client for all bridges inspected.

Field inspection hours and expenses are based on 1 trips and 1 working day of inspection. Additional hours and expenses required due to unforeseen circumstances will be negotiated with Client for approval of fee prior to completion of work.

The Client will contract with the Iowa Department of Transportation for use of an under-bridge inspection truck to inspect NSTM bridges.

The Client will provide traffic control for NSTM inspections.

This work will be done in accordance with I.M. 7.020 "Bridge Inspections", dated December 27, 2024, by the Iowa DOT Office of Local Systems, the current edition of the "Manual for Bridge Evaluation" by AASHTO (American Association of State Highway Transportation Officials), and the current "Specifications for the National Bridge Inventory" by the U.S. Department of Transportation, Federal Highway Administration. WHKS will notify the Client of updates to the listed documents governing bridge inspection requiring extra work for approval and negotiation of the fee prior to completion.

### B. Scope of Services Provided Under This Agreement:

#### 1. **Project Management and Meetings**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.

- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

## **2. Field Work**

- Perform field inspection.
- Take member measurements as needed for analysis and ratings.
- Take photographs and sketches of deficiencies associated with a coding of 4 or less on Items B.C.01 Deck, B.C.02 Superstructure, B.C.03 Substructure, B.C.10 Channel, and/or B.C.04 Culvert on the SIA.
- Take road view, side view, and under view photographs: as required and for new or rehabilitated NBI structures.
- Input condition information for NBI structures into the Iowa DOT Structure Inventory and Inspection Management System (SIIMS). This includes the Local Agency Field Data Collection form, Structure Inventory and Appraisal (SIA) form, Load Rating Evaluation form, and Critical Findings form (as needed).
- Inspections will be Routine, except that In-Depth inspections will be conducted for the following: Client-identified priority bridges, NSTM and fatigue vulnerable bridges, Poor condition bridges (one or more condition ratings of 4 or less), bridges with two or more condition ratings equal to 5 or less, and culverts with a condition rating equal to 5 or less.

## **3. Office Work**

- Prepare and submit a Supplementary Bridge Inspection Report (in addition to SIIMS) to Client on the condition of each structure and provide recommendations for maintenance and repairs when applicable. The report will be submitted electronically.
- Upload photos taken in the field to SIIMS as required.
- Upload plans into SIIMS for new bridges and bridge repairs as needed.
- Upload scour evaluation worksheets and plans of action (POAs) into SIIMS as needed for new bridges or bridges that must be re-evaluated due to changed conditions.
- WHKS will not update or upload the following items in SIIMS, except as specifically noted:
  1. Bridge plans
  2. Channel cross-sections
  3. Bridge photographs
  4. Rating calculations and Bridge Load Rating Report
  5. Scour evaluation worksheets

## **4. Schedule**

- Inspection dates and rating codes will be updated in SIIMS within 30 days of field inspection.
- Final approval and submittal of inspection reports and ratings, if required, will be completed in SIMS within 90 days of the completion of field inspections.
- The Supplementary Bridge Inspection Report will be submitted to the Client within 180 days of the last field inspection.

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

Special Engineering Services include:

1. Quality control testing and construction materials testing
2. Permits
3. Funding assistance, including grant and/or loan applications
4. Floodplain and hydraulic/hydrologic modeling
5. Geotechnical design/recommendations
6. Structural evaluation and/or design (other than listed above)
7. Attendance at additional meetings (other than those listed above)



## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### 1. Scope of Services

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

### 2. Governing Law

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

### 3. Standard of Care

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

### 4. Integration

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

### 5. Guarantees and Warranties

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

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

### 6. Indemnification

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

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

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

### 7. Billing and Payment Provisions

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

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

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

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

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

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

### 8. Ownership of Records

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

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

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

#### **9. Delivery of Electronic Files**

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

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

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

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

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

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

#### **10. Changed Conditions**

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

#### **11. Permits and Approvals**

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

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

#### **12. Suspension of Services**

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

#### **13. Termination**

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

#### **14. Unauthorized Changes**

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

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

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

#### **15. Jobsite Safety**

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### **16. Additional Services**

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

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

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

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

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

#### **17. Dispute Resolution**

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

#### **18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

#### **19. Extension of Protection**

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

#### **20. Timeliness of Performance**

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

#### **21. Delays**

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

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

#### **22. Right to Retain Subconsultants**

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

#### **23. Assignment**

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

#### **24. Severability and Survival**

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

#### **25. Hazardous Materials**

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

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

#### **26. Joint Participation**

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

#### **27. Record Documents**

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

Revised 02/23/07

Revised: 04/29/09

Item # 14  
Date: 5/26/26

**RESOLUTION NO. 090 (2025/2026)**

**A RESOLUTION APPROVING PROFESSIONAL AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR 8<sup>TH</sup> STREET OVER W. BR. INDIAN CREEK BRIDGE REPLACEMENT PROJECT**

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with JEO Consulting Group, Inc. for engineering services concerning 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project; and

WHEREAS, the City of Nevada, Iowa desires to employ JEO Consulting Group, Inc. for engineering services for 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project. The project scope of services is described as outlined in Exhibit A and Exhibit B, attached; and

WHEREAS, JEO Consulting Group, Inc. has submitted Professional Agreement, providing further detail outlining said services and fees, estimated at \$109,900;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Agreement for Engineering Services with JEO Consulting Group, Inc. for 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 26<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 090 (2025/2026) be adopted.

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

The Mayor declared Resolution No. 090 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 090 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk  
F:\Office\Council\Resolutions\2025-2026\090-JEO Prof Agrmt 8th St Bridge.doc

# [ Professional Agreement ]

8<sup>th</sup> Street over W. Br. Indian Creek  
Bridge Replacement Project

City of Nevada, Iowa

JEO Project No. 211628.01



Agreement for Professional Services between  
Owner and JEO CONSULTING GROUP INC



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Nevada, Iowa (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project (“Project”).

JEO Project Number: 211628.01

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 4 of Exhibit A, and Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: See Section 2 of Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

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4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Nevada, Iowa

Engineer: JEO Consulting Group, Inc.

\_\_\_\_\_

  
\_\_\_\_\_

By: Ryan Condon

By: Steve Arens, PE, SE

Title: Mayor

Title: Structural Project Manager

Date Signed: \_\_\_\_\_

Date Signed: 05/20/2026

Address for giving notices:

Address for giving notices:

Nevada City Hall

JEO Consulting Group, Inc.

1209 6<sup>th</sup> Street

1615 SW Main Street, Suite 205

Nevada, IA 50201

Ankeny, IA 50023

EXHIBIT A  
Scope of Services  
Nevada 8<sup>th</sup> Street over W. Branch Indian Creek  
Bridge Rehabilitation  
JEO Project No. 211628.01

**PROJECT UNDERSTANDING:**

The City of Nevada, Iowa intends to rehabilitate the existing bridge on 8<sup>th</sup> Street over the West Branch of Indian Creek. The current existing bridge (FHWA 08530) is a steel beam bridge in poor condition and in need of reconstruction.

The City of Nevada has signed an agreement to receive Iowa Department of Transportation City Highway Bridge Program funds, up to a maximum of \$1,500,000 dollars, to help cover the construction costs. The project must proceed to a DOT letting within 3 years of the DOT signing the funding agreement (signed in 2024). The funds require that the rehabilitation must correct the bridge's poor condition (see Iowa DOT I.M. 1.100). The bridge will need to meet HS-20 loading (operating level) and the life span of the rehabilitated bridge must be at least 15 years.

The existing bridge is a single span, 41' long x 28' wide, steel beam bridge with concrete deck/railings and concrete abutment walls. There is an asphalt overlay on the bridge deck. This bridge rehabilitation project will likely include partial to full concrete bridge deck replacement, partial to full bridge railing replacement, structural beam repair/replacement/strengthening, concrete substructure repairs, scour protection (riprap) at the abutments, and bridge approach slab replacement. Construction limits off the ends of the bridge will be limited to the approach slab area required to transition back to the adjacent roadway surfacing. Actual bridge rehabilitation items will be verified with a detailed bridge inspection. The inspection findings, along with estimated construction costs, will be summarized in a memorandum and discussed with the city prior to final design of this rehabilitation project.

No bridge improvements (aesthetics or sidewalk addition) are included in this project. The bridge rail will be reconstructed as needed to match the current rail geometry. The bridge will be rehabilitated to the same current width. It is anticipated that the street/bridge will be closed for construction. From online information, it appears the existing right-of-way is approximately 60' feet wide, and the city owns the land east of this bridge. No new or additional right-of-way or easements are anticipated for this project.

**SCOPE OF SERVICES:**

**1 DESIGN SERVICES:**

**1.1 PROJECT MANAGEMENT**

- a. Project Coordination and QA/QC
  - i. Coordinate and communicate with the following: Client, Internal design team, sub-consultants, utility companies, and review agencies.
- b. Project Administration
  - i. Monitor Schedule and track progress and ensure deadlines are met.
  - ii. Prepare and submit progress reports and invoices.
- c. Project Meeting

- i. Schedule and facilitate one preliminary design virtual meeting with the City to occur after the detailed bridge inspection.

**1.2 TOPOGRAPHIC SURVEY**

- a. Perform preliminary field survey. Survey the site to obtain the profile and alignment of the roadway and stream, site topography, and other pertinent information to be used in the design process and included in the plan set.
- b. Boundary Survey and research of adjacent properties to determine existing right-of-way and property line locations and dimensions.
- c. Make Iowa One-Call and survey the location of marked utilities.

**1.3 CULTURAL RESOURCES EVALUATION & HISTORICAL ASSESSMENT**

- a. Coordinate with Iowa DOT and the University of Iowa Office of the State Archaeologist for completion of a Cultural Resources Evaluation (CRE).
- b. Complete a Phase I Archeological Survey (completed by Bear Creek Archaeology) to be shared with the Iowa DOT to aid in the cultural resources evaluation (as needed). Currently not anticipated or included for this rehabilitation project.

**1.4 CONCEPT STATEMENT AND THREATENED & ENDANGERED (T&E) SPECIES DETERMINATION**

- a. Develop and submit a Concept Statement meeting the requirements of Iowa DOT Local Systems I.M. 3.020, including the Environmental Data Sheet and Determination of Effect form.
- b. Review Iowa Department of Natural Resources and US Fish & Wildlife Services websites for Threatened and Endangered species and potential habitat in project area.
- c. Coordinate with the Iowa DOT Office of Location and Environment to receive NEPA and SHPO clearance.

**1.5 PRELIMINARY DESIGN SERVICES**

- a. Complete a detailed bridge inspection to verify required bridge rehabilitation items. The bridge inspection will be performed by a certified bridge inspector, but it will not be an NBIS inspection.
  - i. Inspection findings, along with cost estimates, will be summarized in a memorandum to be discussed with the city in a virtual meeting.
- b. Bridge hydraulic analysis and no-rise assessment for FEMA Floodway.
  - i. Evaluate the proposed bridge rehabilitation for flood risk impacts and no-rise using the effective FEMA HEC-RAS floodway model.
  - ii. Complete hydraulic evaluations for the preferred bridge rehabilitation to meet the Iowa DNR floodplain permitting regulations.
- c. Develop a set of preliminary plans meeting the requirements of the Iowa DOT Office of Local Systems for Federal-Aid projects.
  - i. Anticipated Plan Sheets:
    - 1. A Sheet – Title Sheet
    - 2. B Sheet – Typical Roadway Sections
    - 3. D Sheets – Roadway Plan and Profile
    - 4. G Sheets – Survey Control and Alignment

5. V Sheets – Bridge Situation Plan Sheet

- d. Generate Engineer's Preliminary Opinion of Probable Cost.
- e. Complete Internal QA/QC checks.
- f. Submit preliminary plans (In PDF format) to the following agencies:
  - i. City of Nevada
  - ii. Iowa DOT
  - iii. Applicable utility companies
- g. Preliminary utility coordination.
  - i. Anticipated impacts to overhead power and telecommunication lines on the east side of the bridge. It is anticipated these overhead lines can be moved as needed to avoid impacts to this project.
  - ii. It is anticipated that the existing storm sewer will not be impacted with this project.
  - iii. There is an existing utility pipe supported on the west side of the bridge.
  - iv. No other utility impacts are anticipated.

**1.6 ENVIRONMENTAL REVIEW, WETLAND DELINEATION, & PERMITTING**

- a. USACOE 404 Permit Process
  - i. Perform desktop and on-site wetland determinations and delineations.
  - ii. Submit appropriate Pre-construction Notification to USACOE.
    - 1. It is anticipated the project will be permitted under a Nationwide Permit with Impacts to WUS less than 0.03 acres or impacts to wetlands less than 0.1 acres.
- b. Flood Plain Permit
  - i. Prepare necessary plan sheets and overview information to properly show the proposed work within the flood plain and summarize key findings of the associated hydraulic analysis.
  - ii. Complete certification of no rise for the project to support local floodplain permitting.
  - iii. Develop hydraulic analysis and floodplain permitting memo based on the no-rise evaluation and bridge hydraulic analysis requirements.
  - iv. Submit required joint application and supplemental documents to the Iowa DNR Flood Plain and Sovereign Lands Sections and USACE offices.
  - v. Coordinate with IDNR and the City of Nevada to facilitate State and Local floodplain permitting.

**1.7 FINAL DESIGN SERVICES**

- a. Check and Final design of the proposed structure, adjacent approach roadway, and adjacent sidewalks meeting the requirements of the Iowa DOT Office of Local Systems for Federal-Aid projects.
- b. Final structural design of proposed bridge rehabilitation including strengthening the bridge to meet HS-20 loading per the funding requirements.
- c. Finalize plans meeting the requirements of the Iowa DOT Office of Local Systems for Federal-Aid projects.
  - i. Anticipated Plan Sheets:
    - 1. A Sheet – Title Sheet and Existing Site Plan
    - 2. B Sheet – Typical Roadway Sections, Approach Slab Details

- 3. C Sheets – General Notes, Quantities & Tabulations, and Estimate Reference Notes
- 4. D Sheets – Roadway Plan and Profile
- 5. G Sheets – Survey Control and Alignment
- 6. J Sheets – Traffic Control – Road Closure, No Detour
- 7. V Sheets – Bridge Sheets
  - a. General Bridge Notes
  - b. Summary of Quantities
  - c. Situation Plan
  - d. Abutment Scour Protection Details
  - e. Abutment Repair Details
  - f. Superstructure Repair Details and Analysis
  - g. Concrete Bridge Deck Repair Details
  - h. Bridge Barrier Rail Details
  - i. Subdrain Details
  - j. Wing Armoring Details
  - k. Abutment Backfill Details
- d. Internal QA/QC review prior to submittal to governing agencies.
- e. Submittals to the Iowa DOT at the Check and Final plan stages.
- f. Final utility coordination.
- g. Cost opinion prepared with Check and Final plans.
- h. Completion of the Project Development Certification.
- i. Provide Load Rating for rehabilitated bridge structure.

**1.8 HAZARDOUS MATERIALS INVESTIGATION (BLOHM ENVIRONMENTAL SERVICES)**

- a. Lead/Chromium/Asbestos Investigation
  - i. Perform on-site inspection, sampling, and testing for asbestos.
  - ii. Scrape sampling and testing for lead and chromium.
  - iii. Prepare report of asbestos, lead, and chromium findings.

**2 FEE:**

2.1 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

2.2 FEE PER PHASE OR TASK (LUMP SUM)	FEE
a. Project Administration and Coordination	\$ 8,260.00
b. Topographic Survey	\$ 9,830.00
c. Cultural Resources	\$ 360.00
d. Concept Statement and T&E	\$ 3,180.00
e. Preliminary Design Services	\$ 25,790.00
f. Environmental Review & Permitting	\$ 11,710.00
g. Final Design Services	\$ 50,220.00
h. Hazardous Materials Investigation (Blohm)	<u>\$ 550.00</u>
<b>Total</b>	<b>\$109,900.00</b>

\*\* Construction Related Services may be added with a future contract amendment.

**3 PAYMENT:**

- 3.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

**4 ESTIMATED TIME FRAME:**

- 4.1 The following is the estimated schedule for this project based on an assumed Notice to Proceed as well as anticipated review, permitting, and approval timeframes. The actual schedule may vary based on these variables.

a.	Notice to Proceed	June 2026
b.	Topographic Survey	July 2026
c.	Structural Site Visit	July 2026
d.	Cultural Resources Evaluation & Historical Assessment	July 21, 2026
e.	Concept Statement and T&E	July 21, 2026
f.	Environmental Field Work	August 2026
g.	Prelim Design	October 20, 2026
h.	Environmental Permitting (submittals)	October 20, 2026
i.	Hazardous Materials Investigation	October 20, 2026
j.	Check Plans	December 1, 2026
k.	Final Design	January 19, 2027
l.	Bid Letting (by Iowa DOT)	April 20, 2027
m.	Construction*	Summer 2027*

\*Dates for this construction task is shown for informational purposes only, as this task is not part of this agreement. This task shall be included in a separate future agreement.

**5 OWNER RESPONSIBILITY:**

- 5.1 The Owner must provide the following information to the Engineer/Consultant:
- a. Review plans and other construction documents and provide comments.
  - b. Secure all right-of-entry to adjacent properties for survey crew and design team.
  - c. Provide land record information (i.e. land owners, right-of-way width, etc.).
  - d. Permit fees.
  - e. Provide a room/location for all meetings throughout the project as required.
  - f. Copies of the most current water, sanitary sewer, storm sewer, and base maps.
  - g. Provide current FEMA Flood Model or payment required to order said model.
  - h. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.

**6 EXCLUSIONS:**

- 6.1 Sanitary or Storm Sewer design.
- 6.2 Water main or other utility design.
- 6.3 Right-of-way acquisition negotiations with property owners.
- 6.4 Bidding (to be performed by the Iowa DOT).
- 6.5 Any permit fees associated with permit applications.
- 6.6 NPDES Permit – Anticipated impact of less than 1 acre
- 6.7 Special meetings and meetings not outlined in the Scope of Services.
- 6.8 Updates to water, sanitary sewer, and electrical distribution plat maps (existing and proposed).

- 6.9 Grant submittals and/or administration.
- 6.10 Phase 1 archaeological studies.
- 6.11 Wetland mitigation.
- 6.12 Letter of Map Revision (LOMR) for FEMA Floodplain.
- 6.13 Subsurface utility exploration and coordination.
- 6.14 Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- 6.15 Bridge aesthetics.
- 6.16 Boundary retracement of existing lots to set missing monuments.
- 6.17 Construction observation and construction administration.
- 6.18 Temporary or Permanent Easement Plats.
- 6.19 Pavement Markings/Layout.
- 6.20 Geotechnical engineering.
- 6.21 Street lighting improvements.

**7 GENERAL CONDITIONS**

- 7.1 JEO's general conditions are attached as Exhibit B.

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

### GENERAL CONDITIONS

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. CLIENT RESPONSIBILITIES:** The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

### GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**RESOLUTION NO. 091 (2025/2026)**

**A RESOLUTION APPROVING WASTEWATER FUND TRANSFERS FOR STATE REVOLVING FUND (SRF) DEBT SERVICE FOR FISCAL YEAR 2025/2026**

WHEREAS, the Nevada City Council approved the FY2025/2026 annual budget and budgeted transfers on April 14, 2025; and

WHEREAS, the attached transfers worksheet authorized a \$2,984,467 transfer from the Wastewater Utility (610) and Wastewater Utility SRF Loan Fund (615) to the Wastewater Plant Loan Revenue Fund (611-910-4830) for State Revolving Fund (SRF) debt service; and

WHEREAS, this resolution does not increase the total amount authorized for transfers in FY2025/2026 and does not require a budget amendment, but rather documents that SRF loan revenue originally scheduled to flow solely into Fund 615 was also received in Fund 610, and the corresponding transfer to Fund 611 will be made from both funds; and

WHEREAS, the City Council wishes to specifically authorize the transfers below and document them as part of the official record:

FROM	EXPENSE ACCOUNT	TO	REVENUE ACCOUNT	AMOUNT
Wastewater Utility	610-910-6910	Wastewater Plant Loan Revenue Fund	611-910-4830	\$1,671,433.81
Wastewater Utility – SRF Loan	615-910-6910	Wastewater Plant Loan Revenue Fund	611-910-4830	\$607,832.81

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the completion of the above wastewater fund transfers to the Wastewater Plant Loan Revenue Fund (611-910-4830) for FY2025/2026 State Revolving Fund debt service, consistent with and under the total amount authorized by Resolution No. 075 (2024/2025), and that this resolution be made a part of the official record providing documentation and an audit trail of the transfers.

Passed and approved this 26<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
 Erin Mousel, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 091 (2025/2026) will be adopted.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The Mayor declared Resolution No. 091 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 091 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk

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Dear Mayor and Council,

At the upcoming council meeting, staff will be bringing forward a resolution authorizing two wastewater fund transfers to the Wastewater Plant Loan Revenue Fund (Fund 611) for State Revolving Fund (SRF) debt service in FY2025/2026. This memo provides a brief explanation of why this resolution is being presented.

**Background**

On April 14, 2025, Council approved the FY2025/2026 annual budget and the accompanying budgeted transfers worksheet. That worksheet authorized a \$2,984,467 transfer from the Wastewater Utility to Fund 611 to cover the City's SRF loan debt service obligations for the fiscal year. As originally scheduled, this transfer was to come solely out of the Wastewater Utility – SRF Loan Fund (Fund 615).

**What Changed**

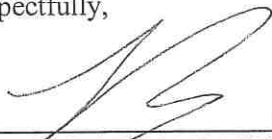
Early in FY2025/2026, the SRF loan revenue originally scheduled to flow solely into Fund 615 was also received by the Wastewater Utility Fund (Fund 610). As a result, the corresponding transfer to Fund 611 for SRF debt service will be made from both Fund 610 and Fund 615, rather than from Fund 615 alone as the transfers worksheet originally listed.

**Important to Note**

This resolution does not increase the total amount authorized for transfers in FY2025/2026 and does not require a budget amendment. The combined total of the two transfers remains under the \$2,984,467 originally authorized by Council, and the purpose (SRF debt service) and destination (Fund 611) are unchanged. The resolution simply records the actual source funds for the transfers, so the official record reflects how the transfers were executed.

Please let me know if you have any questions before the meeting.

Respectfully,



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

Item # 16  
Date: 5/26/26

**RESOLUTION NO. 092 (2025/2026)**

**RESOLUTION CERTIFYING THE POPULATION OF THE ANNEXATION AREA  
ASSOCIATED WITH RESOLUTION 068 (2025/2026) (WEST INDIAN RESEARCH ACRES,  
LLC) TO THE STATE OF IOWA**

**WHEREAS**, according to the Census 2020 data provided by the U.S. Census Bureau, the City of Nevada, Iowa has attained a population of 6925; and

**WHEREAS**, on April 13, 2026, the City Council of Nevada approved Resolution No. 068 (2025/2026), which included annexation of approximately 22.14 acres of land owned by West Indian Research Acres, LLC, and 0.31 acres of existing public right of way, legally described as follows: and

That part of Lots 13 and 14 in the Southeast Quarter of Section 1, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Center of said Section 1; thence S88°31'41"E, 530.36 feet along the north line of said Southeast Quarter to the Northwest Corner of the East 40 Acres of the North 50 Acres of said Southeast Quarter and the point of beginning; thence continuing S88°31'41"E, 412.53 feet; thence S00°19'05"E, 800.00 feet; thence S88°31'41"E, 275.00 feet; thence S00°19'05"E, 604.68 feet to the north line of the Chicago & Northwestern Railroad (U.P.R.R.); thence following said line N85°53'48"W, 362.93 feet; thence N16°19'05"W, 53.35 feet; thence N85°53'48"W, 843.25 feet to the west line of said Southeast Quarter; thence N00°19'05"W, 476.77 feet along said line to the Southwest Corner of said North 50 Acres; thence S88°31'03"E, 530.36 feet along said line to the Southwest Corner of said East 40 Acres of the North 50 Acres; thence N00°19'05"W, 821.78 feet to the point of beginning, containing 22.45 acres, which includes 0.31 acres of existing public right of way. The foregoing is Parcel L on that certain Plat of Survey recorded with the Recorder in and for Story County, Iowa on August 13, 2024, as Instrument Number 2024-05745.

**WHEREAS**, the annexation area is currently used for agricultural use; and

**WHEREAS**, due to its current use, the population of the annexed area is zero (0); and

**WHEREAS**, the City of Nevada certifies the population of the last known data from the Census of 2020.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Nevada, Iowa that the certification of population of the West Indian Research Acres, LLC 100% Voluntary Annexation to the State Treasurer, is hereby approved as presented.

PASSED AND APPROVED this 26<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_ that Resolution No. 092 (2025/2026) be adopted.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_

The Mayor declared Resolution No. 092 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 092 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk

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PAUL D. PATE  
SECRETARY OF STATE



LUCAS BUILDING  
DES MOINES, IOWA 50319

OFFICE OF THE IOWA SECRETARY OF STATE

May 5, 2026

City Clerk  
City of Nevada  
PO Box 530  
Nevada, IA 50201

Re: Resolution No.068

Dear City of Nevada

You are hereby notified that the resolution, plat map, and legal description pertaining to the annexation of territory to the City of Nevada, which was approved by the city on April 13<sup>th</sup>, 2026 have been received and filed by this office as required by Iowa Code section § 368.7. You may consider the annexation filed.

In accordance with § 368.1(15) and § 368.7A the territory extends to the center line of all secondary roads adjacent to the above described properties.

Iowa Code 312.3(4) requires the mayor and city council to certify the population of any annexed territory, as determined by the last certified federal census, to the treasurer of state in order for apportionment of street construction funds to be adjusted.

Please review your city's precinct ordinance (if any) and confer with your county auditor to ensure this territory is assigned to the correct election precinct and/or ward (if any).

If you have questions or concerns about this communication, please let me know.

Sincerely,

Dani Phillips  
Iowa Secretary of State's Office  
321 E. 12<sup>th</sup> St.  
Des Moines, IA 50319  
dani.phillips@sos.iowa.gov

Cc: Annexations, Iowa Department of Transportation  
Jessica Drake, City Development Board Administrator

**RESOLUTION NO. 093 (2025/2026)**

**A RESOLUTION IN SUPPORT OF WORKFORCE HOUSING TAX CREDIT INCENTIVE APPLICATION FOR SUBMISSION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR A HOUSING PROJECT BY KEYSTONE EQUITY GROUP IN NEVADA, IOWA**

**WHEREAS**, Keystone Equity Group, LLC has requested support by the City of Nevada for its application to the Iowa Economic Development Authority (IEDA) for state tax incentives under the Workforce Housing Tax Credit Incentive Program in support of its 10<sup>th</sup> housing development project in Nevada; and

**WHEREAS**, the Keystone Equity Group, LLC project will address a critical need for housing in Nevada; and

**WHEREAS**, the IEDA's Workforce Housing Tax Credit program allows tax incentives for developers that include a refund of sales, service or use taxes paid during construction; and

**WHEREAS**, Keystone Equity Group, LLC intends to apply for Iowa Workforce Housing Tax Credits to support the development involving the construction of said housing units within Nevada for 10-unit market rate rental housing units; and

**WHEREAS**, the City of Nevada will support the creation of the 10 units of housing with Keystone Equity Group, LLC; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA:**

**Section 1.** The City of Nevada offers its full support for Keystone Equity Group, LLC housing project in Nevada, Iowa, and the associated Workforce Housing Tax Credit Incentive Application to the Iowa Economic Development Authority.

**Section 2.** The City Council authorizes City staff to assist in the preparation of the application and related materials deemed necessary for the submission.

**Section 3.** The Mayor and the City Administrator/Clerk are authorized and directed to sign any forms required to evidence the City's support for the application by the Keystone Equity Group, LLC as described above, upon approval of the same by the City Attorney.

PASSED AND APPROVED this 26<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Moved by Council Member \_\_\_, seconded by Council Member \_\_\_, that Resolution No. 093 (2025/2026) be adopted:

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

The Mayor declared Resolution No. 093 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 093 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

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Erin Mousel, City Clerk  
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PROCEEDINGS TO SET DATE FOR  
HEARING AND LETTING

Nevada, Iowa

May 26, 2026

The City Council of the City of Nevada, Iowa, met at the Council Chambers in Nevada City Hall, Nevada, Iowa, on May 26, 2026, at 6:00 p.m.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: \_\_

Absent: \_\_

The City Council took up and considered the proposed CDBG Downtown Façade Revitalization Project. Council Member \_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_. After due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: \_\_

Nays: \_\_

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

RESOLUTION NO. 094 (2025/2026)

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the CDBG Downtown Façade Revitalization Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Nevada, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Curtis Architecture & Design, P.C., (the "Project Architects"), which may be hereafter referred to as the "CDBG Downtown Façade Revitalization Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. June 22, 2026, at 6:00 p.m., in the City Hall, Council Chambers, Nevada, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents. The foregoing date and time may be changed at the discretion of the City Clerk, and in compliance with the publication requirements pursuant to Iowa law.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the hearing. The Notice of Hearing shall be in substantially the following form, with such conforming changes as approved by the Mayor and/or the City Clerk:

(Form of Notice of Hearing)

**NOTICE OF PUBLIC HEARING ON PROPOSED  
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR  
CDBG DOWNTOWN FAÇADE REVITALIZATION PROJECT  
NEVADA, IA**

Notice is Hereby Given: That at 6:00 PM, at the Council Chambers, City Hall, 1209 6th Street, Nevada, IA 50201 on June 22, 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 CDBG Downtown Façade Revitalization Project (the "Project").

The Project shall consist of:

Restoration of the front façade of select downtown buildings in Nevada's historic downtown. All buildings will require special attention. Work will include but not be limited to: new storefront window systems, tuckpointing, repainting, structural brick repairs, cement board panels and trim, new upper-level windows, new doors, new wood framing, demolition, interior trim work, flooring, drywall, and lighting. 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

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 11:00 a.m., on June 16, 2026, at the office of the City Clerk, Nevada, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Architects the duty of opening and announcing the results of the bids received. June 22, 2026, at 6:00 p.m., in the City Hall, Council Chambers, Nevada, Iowa, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith. The foregoing dates and times may be changed at the discretion of the City Clerk, and in compliance with the public bidding requirements pursuant to Iowa law.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk and/or the Project Architects are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form, with such conforming changes as approved by the Mayor and/or the City Clerk:

(Form of Notice to Bidders)

**NOTICE TO BIDDERS**  
**NEVADA CDBG DOWNTOWN FAÇADE REVITALIZATION PROJECT**  
**NEVADA, IOWA**

ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF NEVADA CDBG DOWNTOWN FAÇADE REVITALIZATION PROJECT, IN AND FOR THE CITY OF NEVADA, IOWA, AND THE TAKING OF BIDS FOR SAID IMPROVEMENTS.

**SECTION 00 11 13**

Notice is hereby given that the Nevada City Clerk will be accepting sealed bids for the **CDBG Downtown Façade Revitalization Project** now on file in the Office of the City Clerk.

Sealed Bids will be received at the Office of the City Clerk of the City of Nevada, Iowa located at 1209 6<sup>th</sup> St., in said City, until **11:00 A.M., Local Time, Tuesday, June 16<sup>th</sup>, 2026** for the construction of the project, as described in the Construction Documents.

Sealed proposals will be opened, and bids tabulated at a public meeting, presided over by the Mayor or his designee, in City Council Chambers in City Hall at **11:00 A.M., Local Time, Tuesday, June 16<sup>th</sup>, 2026**. Bids will be acted upon by the City Council at the hearing scheduled to be held at **6:00 P.M., Local Time, on Monday, June 22<sup>nd</sup>, 2026** at the City Council Chambers in City Hall at 1209 6<sup>th</sup> St., Nevada, Iowa, 50201.

Copies of said Contract Documents are available at the office of the City Clerk of Nevada for examination by the public. Construction Documents for private use may be viewed or obtained from Curtis Architecture & Design P.C., 301 E Court Ave., Suite #105, East Village, Des Moines, IA 50309. A refundable deposit of Eighty dollars (\$80.00) shall be required for each complete set of documents; which is refundable upon receipt of the Drawings and Specifications, if the Construction Documents are returned in good condition within ten (10) days from the date of letting. Partial or separated documents will not be provided. Electronic documents may be obtained for no cost by request via email from Rod Curtis (Rod.curtis@curtisarchitecture.com) or (jacob@curtisarchitecture.com) with Curtis Architecture & Design P.C. A non-refundable postage and handling fee of Twenty-five dollars (\$25.00) will be added for each set of Construction Documents to be mailed. Special arrangements must be made for overnight mail delivery.

The project will include restoration of the front façade of select downtown buildings around Nevada's historic downtown square. All buildings will require special attention. Work will include, but not be limited to: new storefront window systems, tuckpointing, repainting, structural brick repairs, cement board panels and trim, new upper level windows, new doors, new wood framing, demolition, interior trim work, flooring, drywall, and lighting.

**Bidder is encouraged to attend pre-bid conference at 10:00 A.M. local time on Friday, June 5<sup>th</sup> 2026**, at the City Council Chambers, at 1209 6<sup>th</sup> St., Nevada, Iowa 50201. A tour of the included buildings will follow the conference.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a contract for the work bid upon, and will furnish after Award of Contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 5% of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instruction to Bidders, and shall be in the form of a cashier's check or a certified check drawn on an FDIC-insured bank in Iowa, or on an FDIC-insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa, or chartered under the laws of the United States; or a bid bond on the form provided in the Contract Documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the Specifications.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

The Contractor shall NOT include sales or use taxes in the bid. Pursuant to Iowa Code and Iowa Administrative Code, the Contractor will be authorized to purchase building materials that will be incorporated into real property on this project tax-free. Iowa Construction Sales Tax Exemption Certificates will be issued by the City, which will authorize suppliers of building materials to sell materials exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax to the entity listed on the certificate. Upon award of the Contract, the successful Contractor will be required to provide project information on the contractor, and each subcontractor and supplier requiring the exemption certificates. Contractor will maintain records identifying the materials purchased sales tax exempt and will maintain records verifying the use of said materials on said improvement.

The Contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all proposals, re-advertise for new bids, to waive irregularities, and to accept any proposals, which in the opinion of the City Council, is deemed to be in the best interest of the City.

The City of Nevada reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids, and no bid may be withdrawn during this period.

Each successful Bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its Contract price. Said bond shall be issued by a responsible surety approved by City of Nevada, and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Nevada from claims and damages of any kind caused by the operations of the Contract.

**The work on this project shall begin upon receipt of the Notice to Proceed, and be fully completed no later than May 1<sup>st</sup>, 2027.**

**CDBG Requirements.**

**HUD Section 3** - The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, Community Development Block Grant, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 V. All contractors and subcontractors must be registered with the Iowa Workforce Development and with the Federal SAM database.

**Build America, Buy America Procurement Bid Language:** This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation. For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change.

Prevailing Wages and EEO Requirements. Bidders are advised that all wages are subject to the minimum wages as set forth in a Federal Wage Determination for this project. Bidders are also advised work under this Contract will be required to comply with Labor Standards Contract Provisions and Presidential Executive Order No. 11246.

This Notice is given by authority of the City of Nevada, Iowa

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Erin Mousel, City Clerk  
City of Nevada, Iowa

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved May 26, 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  
STORY COUNTY  
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the CDBG Downtown Façade Revitalization Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk

**NOTICE OF HEARING PUBLICATION CERTIFICATE:**

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

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the CDBG Downtown Façade Revitalization Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk

**(Attach here publisher's affidavit of publication of the Notice of Hearing.)**

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

**NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:**

STATE OF IOWA  
STORY COUNTY  
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the CDBG Downtown Façade Revitalization Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk

**(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)**

**(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)**

**NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:**

STATE OF IOWA  
STORY COUNTY  
CITY OF NEVADA

SS:

I, the undersigned, City Clerk of the City of Nevada, Iowa, do hereby certify that pursuant to the resolution of its City Council setting the date of the bid letting for the CDBG Downtown Façade Revitalization Project, the Notice to Bidders provided for therein was posted on the website of the Iowa League of Cities and/or on the City's website on \_\_\_\_\_, 2026.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk

**(Attach here the affidavit of posting of the Notice to Bidders from the Iowa League of Cities and/or a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting).**

**RESOLUTION NO. 095 (2025/2026)**

**A RESOLUTION APPROVING THE APPLICATION FOR THE IOWA THRIVING COMMUNITIES DESIGNATION PROGRAM**

WHEREAS, the Iowa Economic Development Authority and Iowa Finance Authority administer the Iowa Thriving Communities program to recognize and support communities demonstrating innovative approaches to housing, workforce attraction, community development, and quality of life initiatives; and

WHEREAS, the City of Nevada has undertaken significant efforts to promote workforce and affordable housing through strategic planning, redevelopment initiatives, public-private partnerships, infrastructure investment, and community collaboration; and

WHEREAS, the City of Nevada desires to submit an application for the 2027–2028 Iowa Thriving Communities designation to further support ongoing housing, economic development, and community vitality efforts; and

WHEREAS, the City Council finds that participation in the Iowa Thriving Communities program is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the submission of the City of Nevada’s application for the Iowa Thriving Communities designation program. The Mayor and City Clerk are hereby authorized to execute all documents necessary to complete and submit the application.

PASSED AND APPROVED this 26<sup>th</sup> day of May, 2026.

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

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 095 (2025/2026) be adopted.

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

The Mayor declared Resolution No. 095 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 095 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Erin Mousel, City Clerk  
F:\Office\Council\Resolutions\2025-2026\095-1a Thriving Communities App.doc

Iowa Thriving Communities

**We are pleased to invite your community to submit a full application for the 2027–2028 Iowa Thriving Communities designation. Full applications are due by June 5, 2026, at 4:30 p.m. CT.**

The application is available at [iowagrants.gov](http://iowagrants.gov) and can be easily accessed by searching “Thriving” in the page’s search bar.

IEDA | IFA is placing a strong emphasis on communities demonstrating innovative approaches and going above and beyond traditional tools to welcome housing for all. A key component of Iowa Thriving Communities is storytelling, and this is your opportunity to highlight how your community is leading the way. We encourage you to showcase the partnerships, employer engagement and unique local efforts that are helping address housing needs, as well as the people and stories behind that work.

Finalists will be **notified on or about July 20** and invited to participate in a live pitch session at the IEDA | IFA office. Communities should plan to include key partners as part of their pitch team, such as major employers, community organizations, hospitals, school districts, and other relevant stakeholders. This **spirit of collaboration should be clearly reflected throughout your application.**

### **2027-2028 Iowa Thriving Communities Timeline**

June 5: Full Applications due from invited communities - Applications must be submitted by 4:30 p.m.

July 7-8: In-person finalist pitches – IEDA | IFA office in Des Moines

Sept. 8-10: Iowa Thriving Community representatives attend HousingIowa Conference in Des Moines

### **Scoring**

Applications will be scored on the following six categories:

- Financial Support
- Planning and Assessment
- Targeted Location(s)
- Strategic Leadership and Partnerships
- Workforce Attraction and Retention
- Iowa Thriving Community Aspects

**Please enter a summary explaining why the community is innovative and thriving in its purposeful planning and assessment to address the city's housing needs.**

*Summary should be overview of submitted documentation. 250 Characters*

Nevada demonstrates thoughtful intentionality by transforming data, strategic planning, innovative redevelopment, incentives, and coordinated public-private partnerships into measurable action that expands workforce and housing opportunities for all.

### **Additional Scoring Considerations**

Supply documentation for each item as applicable.

- Does the city have locally adopted Building codes (building code, electrical code, mechanical code, and plumbing code) and performs inspections pursuant to such codes
- Comprehensive Housing Plan that addresses the need for affordable housing that is no more than 5 years old (includes housing element, addresses current needs in the community and evidence of city following plan)
- Rural Housing Readiness Assessment – Iowa State University Extension and Outreach
- Housing Needs Assessment – Completed within the past 5 years

IFA | IEDA are seeking communities that are going above and beyond as ambassadors for housing in their communities. This category is intentionally broad to allow for creative storytelling of how communities are leveraging innovative methods to attract housing opportunities for all income levels.

NOTE: Letters of support are not sufficient documentation. Successful documentation includes city policies, city resolutions and summaries of recent local actions that support the City's commitment to diverse housing options.

**Please enter a summary explaining why the community is innovative and building strategic leadership and partnerships**

*Summary should be overview of submitted documentation. 1500 Characters*

Progress would not be possible without the collaborative efforts between the City of Nevada, the Nevada Economic Development Council, Story County, developers, employers, nonprofit organizations, local investors, and regional partners working together to address housing needs across all income levels. Nevada's 2040 Comprehensive Plan, completed in 2022, guides future goals and strategies surrounding housing, collaborative, and quality of life enhancements including strategic redevelopment efforts while supporting long-term community sustainability. The planning process brought together diverse stakeholders to help envision the community's shared future and establish housing-friendly policies that continue guiding implementation today.

Through proactive City support and coordination, strategic partnerships have supported redevelopment of underutilized properties, workforce housing initiatives, housing rehabilitation programs, employer engagement, regional housing coordination, and collaboration with the school district and county. Partnerships with organizations such as the Story County Housing Trust and Mid-Iowa Planning Alliance have strengthened implementation capacity.

Other implementation efforts include locally adopted building codes, inspections programs, housing-friendly land use policies, flexible development coordination, and support for Workforce Housing Tax Credit projects.

**List the types of city support:**

*1500 Characters*

Please upload supporting documentation

- *Nevada's 2040 Comprehensive Plan guides comprehensive planning alignment, future land use planning, strategic redevelopment planning, and housing-friendly growth policies.*
- *Staff coordination with developers, permitting assistance, utility coordination, technical assistance, and grant administration support for housing projects.*
- *Infrastructure investments including water/sewer extensions, utility infrastructure, street improvements, stormwater improvements, sidewalks, and trail connectivity supporting existing and future housing developments.*
- *Redevelopment of underutilized properties to expand housing opportunities and strengthen neighborhoods.*
- *Employer engagement and collaboration with the school district, Story County, regional partners, nonprofit organizations, and local investors.*
- *Regional housing coordination, public-private implementation partnerships, investor engagement, and intergovernmental cooperation.*
- *Locally adopted building codes, inspections programs, flexible development coordination, supportive zoning practices, and housing-friendly land use policies.*
- *Willingness to pursue Workforce Housing Tax Credit projects and other housing funding opportunities to support workforce and affordable housing growth.*

**Additional Scoring Considerations:** Check and supply documentation for each item that applies below.

- Other local government or quasi government (county, school district, COG, etc) support
- Other local nonprofit organizations, especially those serving low-income households
- Local Neighborhood Support
- Innovation
- Other

IFA | IEDA are seeking communities that are using their resources to strategically invest in housing in their communities. This category is intentionally broad to allow for creative and innovative solutions to how communities are leveraging funds.

**Please enter a summary explaining the financial support initiatives available or planned for investing in housing**

*Summary should be overview of submitted documentation. 500 Characters*

Nevada has recently leveraged more than over \$8 million in local, state, and federal partnerships to advance housing and community development. Initiatives include Workforce Housing Tax Credits, brownfield redevelopment credits, TIF agreements, sliding-scale tax abatements, demolition incentives, and CDBG partnerships supporting new subdivisions, downtown upper-story housing, and redevelopment projects. These investments are driving construction of more than 500 planned or completed housing units citywide.

**Additional Scoring Considerations: Check and supply documentation for each item that applies below.**

- Waived Fees or In Kind Contribution
- TIF and/or Tax abatement
- Active use or willingness to use any TIF LMI set-aside funds held by the city to provide LMI housing assistance
- Local financial support
- Land, including from private sector land owners
- Nuisance property abatement process
- Property acquisition through voluntary assignment of tax sale certificate or purchase at tax sale
- Local Match contributions to the Local Housing Trust Fund (LHTF) serving the community (documentation of the city's financial or other Local Match contributions to the LHTF should come from the LHTF in order to confirm receipt)
- Other

IFA | IEDA are seeking communities that are intentionally and proactively driving the development of workforce and affordable housing in specific neighborhoods or sites. This category provides an opportunity for communities to describe specific needs in a neighborhood along with how future residents will benefit.

**Please describe how the community is driving workforce and affordable housing development to targeted locations.**

*1500 characters.*

Priority areas include completing work at Oak Park, South Glenn, and Northview subdivisions. Trailside, downtown redevelopment sites, and infill housing projects within existing neighborhoods.

These are a mix of owner occupied and rental units. The City has partnered with developers through Tax Increment Financing (TIF) agreements, phased infrastructure improvements, and tax abatement programs to encourage long-term investment and affordability.

Northview is planned for up to 180 homes including the Sierra Estates project for 138 units supported by a 10-year sliding scale tax abatement.

Nevada has also prioritized redevelopment and adaptive reuse within the downtown district. The Capstone project converted a former underutilized property (old Story Medical Center) into 60 apartment units using Brownfield Tax Credits, Workforce Housing Tax Credits, and a 10-year tax abatement. Additional upper-story housing projects above downtown commercial buildings and former hotel properties are creating new rental opportunities while supporting local businesses and walkability.

These investments are supported through partnerships between the City of Nevada, NEDC, Story County Housing Trust Fund, and IEDA/IFA programs to ensure strategic housing growth and long-term community benefit.

*Targeted locations may include a subdivision(s), neighborhood(s) or specific site(s), for example, and may be provided in the form of a priority list of areas targeted for housing development within the community.*

**Please enter a summary explaining how the community is driving workforce and affordable housing to targeted locations within the community**

500 characters. Summary should be overview of provided documentation

Nevada is driving workforce and affordable housing toward targeted growth areas supported by existing infrastructure, redevelopment opportunities, and long-term planning.

- Upload a map identifying one or more targeted locations for housing development that the city will be designating for Thriving Communities scoring, if approved for designation
- Does targeted location(s) include infrastructure to support housing development

**Explain how the targeted location(s) and the community as a whole are thriving based upon data provided in the Iowa Profile (mySidewalk) dashboards**

1500 characters.

Nevada's targeted housing growth areas are thriving due to strong workforce demand, regional employment growth, and strategic infrastructure investment identified through Iowa Profile and mySidewalk data. As a regional employment center with more than 3,300 inbound commuters, Nevada continues experiencing demand for workforce and affordable housing tied to economic growth and employer expansion. Targeted development areas are supported by existing utilities, transportation access, schools, trails, and proximity to employment centers. Data also highlights the need for additional housing options to support workforce attraction, housing accessibility, and long-term population sustainability. Nevada's strong quality-of-life amenities, redevelopment efforts, and coordinated housing investments position the community to support sustainable growth while expanding housing opportunities across varying income levels. These targeted locations align with the City's 2040 Comprehensive Plan and ongoing efforts to leverage infrastructure, redevelopment, and public-private partnerships to strengthen neighborhood stability and long-term community vitality.

**Additional Scoring Considerations:**

Check and supply documentation for each item that applies below.

- Development ready (Ready to proceed)
- Specific site(s)
- Thoughtful approach to site selection – how will residents and neighborhoods benefit

Equitable neighborhood incorporation

Other

IFA | IEDA are seeking communities that have developed partnerships with employers to strengthen and invest in the community. This category allows for description of innovative and creative initiatives that are inclusive, supportive and responsive to the community and workforce needs. NOTE: Letter of support are unsatisfactory. Examples of successful documentation includes summaries of recent actions that support the community's commitment to diverse housing options, proactive housing education or other efforts.

**Please enter a summary explaining how the community has engaged in conversations and developed partnerships with employers to strengthen the community regarding workforce housing needs**

500 characters left. Summary should be overview of provided documentation

Through the existing partnership with the Nevada Economic Development Council, and the NEDC Workforce Committee, collaboration with employers has helped address workforce housing needs through coordinated planning and investment strategies. Employers including 21st Century Rehab and LongView Farms support workforce housing through down payment and closing cost assistance initiatives. These partnerships also supported the launch of Nevada's recent Low to Moderate Income Housing Pilot program.

**Please upload a narrative describing the city's efforts in this category**

The City has supported through direct and indirect financial assistance designed to reduce development barriers and expand housing accessibility.

The City has financially supported housing initiatives through TIF LMI set-aside funds, infrastructure investments, redevelopment support, and matching contributions for housing rehabilitation programs. These efforts helped support the launch of Nevada's Low-to-Moderate Income (LMI) Housing Pilot Initiative, which combines awards up to \$30,000 in lot cost incentives, \$10,000 in rental rehabilitation grants, and \$15,000 in down payment assistance. This coordinated approach creates solutions for both existing housing rehabilitation and new housing supply simultaneously.

**Additional Scoring Considerations:** Check and supply documentation for each item that applies below. Employers with active employer-assisted housing initiatives, such as:

- Down payment assistance
- Partnerships to develop new housing for their workforce
- Employer assisted rental or homeownership education
- Employer sponsored inclusionary efforts
- Employer sponsored childcare
- New or expanding workforce demands
- High school or community college trade program
- IEDA High Quality Jobs Awards within 5 years
- Other

IFA | IEDA are seeking communities that are going above and beyond to promote housing, jobs, education and quality of life in their communities. This category provides an opportunity to describe other initiatives, programs and expansions in the community.

**Please enter a summary of initiatives the community has undertaken that go above and beyond to promote housing, jobs, education, and quality of life**

500 character(s) left Summary should be overview of provided documentation

Community initiatives include the Nevada Field House and SCORE Recreation Complex, expanded trail connectivity, youth programming, Main Street revitalization, strategic planning initiatives, and public-private projects that strengthen workforce attraction and community engagement. Additional projects underway include development of a community dog park, splash pad planning, expanded trail connectivity, recreation improvements, and continued downtown and infrastructure investments.

## HEALTHY COMMUNITIES

A healthy community requires a local government invested in actively creating a healthy future today. That means leadership and participation, alongside local public health, and other invested community partners, in foundational public health activities, including conducting community health assessments and subsequently developing and implementing community health improvement plans. A healthy community must meet the basic social needs of their residents in ways that support long-term health, including by ensuring access to education, jobs, healthy food, transportation, internet access, healthcare, and childcare. Because of its impact on the financial wellbeing of families, along with the social and educational preparedness of Iowa's youth for kindergarten, childcare is a particularly impactful determinant of a community's ability to achieve health. Healthy, thriving communities are led by local governments that convene key partners on complex public and social health issues and demonstrate their commitment to invest in long-term solutions. Cities are particularly positioned to impact the built environment and residents' ability to move their bodies and achieve physical health, and thriving cities invest resources in ensuring public works and other city functions support a built environment for healthy living.

**Please describe the participation, leadership and specific strategies your community uses to be and sustain a healthy, thriving community**

1500 characters including spaces.

The Nevada Flats project, a partnership between the developer and Hunziker Property Management, will provide amenities that support healthy living, including Anytime Fitness offering a three-month incentive membership period for residents before full membership takes effect. Nevada also promotes active living and community engagement through events such as the annual Pizza Pie Looza 5K and the downtown farmers market organized by Main Street Nevada. Community wellness efforts are further strengthened through partnerships with Story Medical, including the Medically Oriented Gym partnership with 21st Century Rehab and Mental Health First Aid and community resiliency training initiatives that support preventative health, active living, and long-term community wellbeing.

- Documented participation in a community coalition that conducts Community Health Assessments (CHAs) and creates and implements Community Health Improvement Plans (CHIPs) for a jurisdiction that includes the community applying for Iowa Thriving Communities designation

These activities should include strategies that address the unique needs of the populations of the community

- Can the community demonstrate zoning codes or ordinances that support a built environment for healthy living or public works, city, or mater plan(s) that demonstrate the consideration for and prioritization of a built environment for healthy living
- Are there city-administered programs and/or city-funded nonprofit partners that offer human and social services for residents

**Describe the availability and accessibility of licensed/registered childcare and/or documented city plans promoting the creation of additional childcare capacity**

1500 character(s) left :

The community continues working to strengthen childcare capacity through collaboration among local employers, schools, regional organizations, and community partners. A recent

childcare feasibility study completed through United Way of Story County identified community childcare needs, workforce impacts, and opportunities for future expansion. Nevada continues engaging with stakeholders and implementation partners to evaluate action steps and long-term strategies identified through the study. Childcare accessibility and family-supportive growth are also identified as important priorities within Nevada's 2040 Comprehensive Plan, which supports continued planning for workforce attraction, housing growth, and quality-of-life improvements.

Please upload supporting documentation

**Describe the availability and accessibility of resources to meet key social determinants of health needs, including but not limited to, schools, jobs, transportation, groceries, broadband, healthcare, and other essential needs**

1500 character(s) left

Transportation accessibility is strengthened through HIRTA public transit services available throughout Story County. Residents also benefit from locally available grocery stores, pharmacies, financial institutions, childcare providers, and essential retail services. Continued investment in broadband infrastructure, utility services, sidewalks, trails, and transportation connectivity supports both residents and businesses.

Please upload supporting documentation

CULTURALLY VIBRANT COMMUNITIES (Iowa Arts Council)

Communities of all sizes see the arts and culture as a core part of how to attract and retain workers and residents. Culturally vibrant communities include a mix of spaces, activities and events that provide opportunities for residents to create and participate in the arts and reflect their diverse cultural heritage. Through developing a strong sense of place, local identity and authentic character, cities that embrace the arts and culture are more likely to become “communities of choice” and to attract new residents and skilled workers, which drives housing opportunities. The Iowa Arts Council, a division of the IEDA, works to increase access to the arts for Iowans and promotes creative, place-based approaches to community development. Creative placemaking/keeping can be defined as strategically shaping (or preserving) the physical or social character of a neighborhood, town, city or region around arts and cultural activities.” Source: Creative Placemaking (planning.org)

- Does the community provide year-round access to arts and cultural experiences that are local and affordable?
- Has there been demonstrated public-private investment in cultural development through local grants, financing or direct investment in venues, districts or sites that support on-going arts and cultural experiences?
- Has the community applied for funding from the Iowa Arts Council within the last 4 years for a qualified creative place-making/keeping project initiated or primarily led by the city or community-based organization?
- Does the community's current comprehensive plan and/or vision include arts and culture as a pillar or core strategy alongside housing

OTHER

**Other narrative**

1500 characters left

May 26<sup>th</sup> / 2026

## Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift stations, and remote flow basin.
- Working with DNR and PMMIC for decommissioning the Underground Storage Tank at the old facility.
  - System is now in Temporary Closure.
    - Assessing Decommission options & resources.
    - Collecting Bids from registered contractors that are certified for tank removal and groundwater sampling.
- Working with DNR to assess boiler decommissioning requirements for old facility.
  - System is disconnected.
  - DNR has been notified
- Ongoing Punch list work being logged and completed at Phase 2.
- Ongoing Warranty Work Orders completed as assigned at Phase 3.
- Assessing valve replacement options for Remote Flow Basin.
- OVIVO conducted inspection of Digester Performance.
  - Insulation on Digester piping is complete.
- Staff conducted deep clean of Main Lift Station.
- Updating SDS books to current reflections of the new facility.