



COPY

AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, AUGUST 10, 2026 – 6:00 P.M.
NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6TH STREET

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

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

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

Webinar ID: 851 5957 2027 Password: 287321

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

Please call City Hall at 515-382-5466 or email emousel@cityofnevadaiaowa.org by 4:00 p.m. Monday, August 10, 2026

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. PUBLIC HEARING(S)
 - A. SRF Sponsored Project West Indian Creek Extension
 1. Resolution No. 020 (2026/2027): Resolution Finally Approving and Confirming Plans, Specifications, Forms of Contract and Estimate of Cost for the SRF Sponsored Project West Indian Creek Extension
 2. Consideration of Bid for the SRF Sponsored Project West Indian Creek Extension
 3. Resolution No. 021 (2026/2027): Resolution Awarding Contract for the SRF Sponsored Project West Indian Creek Extension
5. 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 July 27, 2026
- B. Approve Payment of Cash Disbursements, including Check Numbers 90611-90692 and Electronic Numbers 6042-6144 (Inclusive) Totaling \$618,201.79 (See attached list); the First Interstate Card Purchases for the August 19, 2026 Statement, total \$5,375.93; and Sam's Club Card Purchases for August 22, 2026 Statement, total \$1,086.27
- C. Resolution No. 022 (2026/2027): A Resolution Appointing Chris Brandes as City Representative for the Story County 911 Service Board and Ray Reynolds as the Alternate Representative for the Story County 911 Service Board
- D. Approve GAX, Downtown Façade, Curtis Architecture and MIPA-Claim #3
- E. Approve Tax Abatement
- a. BP2025-234: 810 Academy Circle, New Home
- F. Probationary Firefighters: Mackenzie Arends and Eston Coe
6. PUBLIC FORUM: Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.
7. Approve Change Order No. 03 for Trunkline Manhole Rehabilitation from Orchard, Inc. in the amount of \$11,500.00
8. Approve Pay App No. 02 for Trunkline Manhole Rehabilitation from Orchard, Inc. in the amount of \$81,877.70
9. Resolution No. 023 (2026/2027): A Resolution Accepting Final Completion for the Trunkline Manhole Rehabilitation Project
10. Approve Change Order No. 01 for 2026/27 Street Reconstruction Program, N Avenue 5th Street to 8th Street, in the amount of \$28,418.80
11. Approve Change Order No. 04 for Tributary to Indian Creek (Project) B from Con-Struct, Inc. in the reduction of (\$10,800.00)
12. Resolution No. 024 (2026/2027): A Resolution Accepting the SRF Sponsored Project, Tributary to Indian Creek (Project B) as Substantially Complete
13. Ordinance No. 1079 (2026/2027): An Ordinance Amending Chapter 76 of the Nevada Municipal Code (Bicycle Regulations) for the Addition of Electric Bicycles, Electric Scooters and Personal Transportation Devices, third and final reading
14. Resolution No. 025 (2026/2027): A Resolution Accepting and Approving the CORRECTED Retracement Plat of Survey for K Elements, LLC, Highland Park Addition to Nevada, Story County, Iowa
15. Discussion and Appropriate Follow-up for CDBG Downtown Façade Project
16. Approve Aquatic Center Improvements
17. Approve Sewer Inspections and Inspect Main Trunk Line Inspection

18. Approve Annual Maintenance Service for WILO Mixers at the Wastewater Treatment Plant
19. Review Board and Commission Application and Appointment Process
20. Resolution No. 026 (2026/2027): Resolution Authorizing the Addition of Street Lights in the Sierra Heights Subdivision
21. Approve Neighborhood Improvement Incentive Program Application from Steve Sampson Construction & Rental in the amount of \$6,412.50
22. REPORTS – City Administrator/Mayor/Council/Staff
23. ADJOURN

The agenda was posted on the official bulletin board on August 7, 2026, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2026-2027\2026-08-10.DOC



**MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, AUGUST 10, 2026 – 6:00 P.M.**

7. Approve Change Order No. 03 for Trunkline Manhole Rehabilitation from Orchard, Inc. in the amount of \$11,500.00
Enclosed you shall find the third and final change order for the trunkline project.
8. Approve Pay App No. 02 for Trunkline Manhole Rehabilitation from Orchard, Inc. in the amount of \$81,877.70
Enclosed you shall find the final pay app for the trunkline project.
9. Resolution No. 023 (2026/2027): A Resolution Accepting Final Completion for the Trunkline Manhole Rehabilitation Project
Enclosed you shall find the resolution, engineers' recommendation, and statement of final completion for the trunkline project. Retainage will be released after 30 days.
10. Approve Change Order No. 01 for 2026/27 Street Reconstruction Program, N Avenue 5th Street to 8th Street, in the amount of \$28,418.80
Enclosed you shall find the first change order for the N Avenue project.
11. Approve Change Order No. 04 for Tributary to Indian Creek (Project) B from Con-Struct, Inc. in the reduction of (\$10,800.00)
Enclosed you shall find the change order reduce the total contract price for project B.
12. Resolution No. 024 (2026/2027): A Resolution Accepting the SRF Sponsored Project, Tributary to Indian Creek (Project B) as Substantially Complete
Enclosed you shall find the resolution and statement of substantial completion for Project B. Retainage will be released after 30 days.
13. Ordinance No. 1079 (2026/2027): An Ordinance Amending Chapter 76 of the Nevada Municipal Code (Bicycle Regulations) for the Addition of Electric Bicycles, Electric Scooters and Personal Transportation Devices, third and final reading
Enclosed you shall find the third and final reading of the section added to Chapter 76 for E-bikes and E-scooters with changes from Director Brandes.
14. Resolution No. 025 (2026/2027): A Resolution Accepting and Approving the CORRECTED Retracement Plat of Survey for K Elements, LLC, Highland Park Addition to Nevada, Story County, Iowa
Enclosed you shall find a corrected resolution for the plat that was approve at the 7/27/2026 meeting. The corner labels were minimally altered.
15. Discussion and Appropriate Follow-up for CDBG Downtown Façade Project
Enclosed you shall find a memo from Director Battani
16. Approve Aquatic Center Improvements
Enclosed you shall find the action form and two proposals for water features.

17. Approve Sewer Inspections and Inspect Main Trunk Line Inspection
Enclosed you shall find the action form and two proposals for additional work with the trunkline.
18. Approve Annual Maintenance Service for WILO Mixers at the Wastewater Treatment Plant
Enclosed you shall find the action form and three proposals.
19. Review Board and Commission Application and Appointment Process
Enclosed you shall find policy that was approved last year, for review.
20. Resolution No. 026 (2026/2027): Resolution Authorizing the Addition of Street Lights in the Sierra Heights Subdivision
Enclosed you shall find the resolution approving the addition of 4 street lights in the Sierra Heights subdivision.
21. Approve Neighborhood Improvement Incentive Program Application from Steve Sampson Construction & Rental in the amount of \$6,412.50
Enclosed you shall find the memo from Director Battani as well as the application for NIIP.

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

Nevada, Iowa

August 10, 2026

The City Council of the City of Nevada, Iowa, met on August 10, 2026 at 6:00 p.m., at the Council Chambers, City Hall, Nevada, Iowa, pursuant to published notice.

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

Present:

Absent:

The Mayor announced that this was the time and place set for hearing on the plans and specifications, forms of contract and estimate of cost for the proposed SRF Sponsored Project West Indian Creek Extension

Upon investigation, it was found that no persons had appeared and filed objections to the proposed plans, specifications, forms of contract and estimate of cost for the SRF Sponsored Project West Indian Creek Extension as follows:

The City Council heard said objectors and evidence for or against the proposed SRF Sponsored Project West Indian Creek Extension; whereupon, the Mayor declared the hearing closed.

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

Ayes:

Nays:

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

RESOLUTION NO. 020 (2026/2027)

Resolution finally approving and confirming plans, specifications, forms of contract and estimate of cost for the SRF Sponsored Project West Indian Creek Extension

WHEREAS, the City Council of the City of Nevada, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the SRF Sponsored Project West Indian Creek Extension (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on August 10, 2026;

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

- Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.
- Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved August 10, 2026.

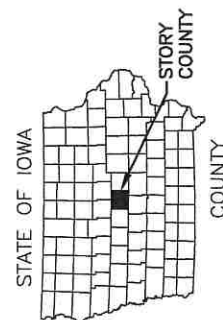
Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

2026

SHEET INDEX



5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, IOWA 50131
Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 713.965.0044 | HRGreen.com

Sheet Number	Sheet Title
A-GENERAL	
A-01	TITLE SHEET
A-02	LEGEND AND GENERAL NOTES
B-DETAILS	
B-01	B.01 DETAILS
C-COMMITMENTS AND GENERAL INFORMATION	
C-01	OVERALL SITE PLAN
C-02	ESTIMATED PROJECT QUANTITIES
C-03	ESTIMATE REFERENCE INFORMATION
D-PLAN & PROFILES	
D-01	OVERALL SITE PLAN & NEOTPLAN
D-02	PLAN AND PROFILE
D-03	PLAN AND PROFILE
D-04	PLAN AND PROFILE
D-05	PLAN AND PROFILE
D-06	PLAN AND PROFILE
E-EROSION CONTROL	
EC-01	EROSION CONTROL PLAN (SHEET 1 OF 2)
EC-02	EROSION CONTROL PLAN (SHEET 2 OF 2)
G-SURVEY	
G-01	SURVEY CONTROL PLAN SHEET
S-SEEDING	
S-01	PERMANENT SEEDING PLAN (SHEET 1 OF 2)
S-02	PERMANENT SEEDING PLAN (SHEET 2 OF 2)
X-CROSS SECTIONS	
X-01	CROSS SECTIONS
X-02	CROSS SECTIONS
X-03	CROSS SECTIONS
X-04	CROSS SECTIONS
X-05	CROSS SECTIONS
X-06	CROSS SECTIONS
X-07	CROSS SECTIONS
X-08	CROSS SECTIONS
X-09	CROSS SECTIONS
X-10	CROSS SECTIONS

[illegible]

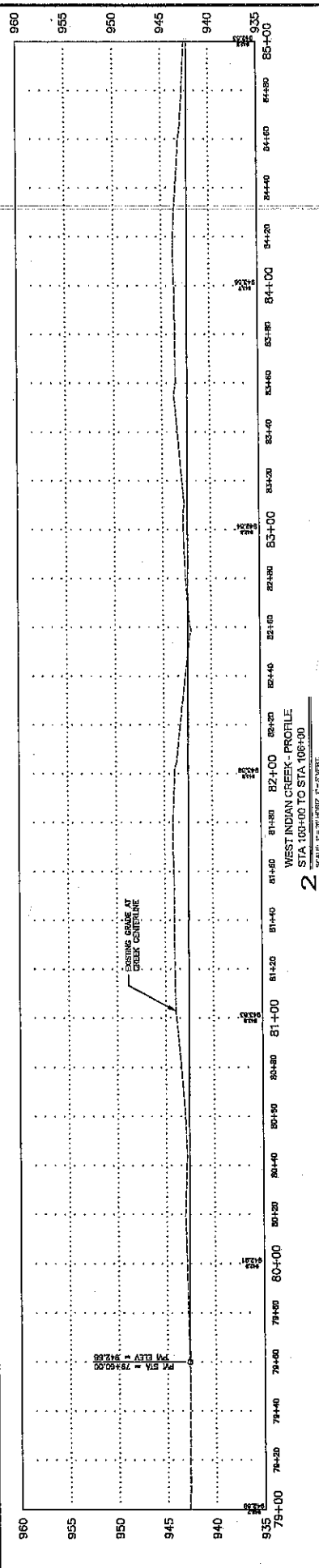
DOI: 10.1002/anie.200500014



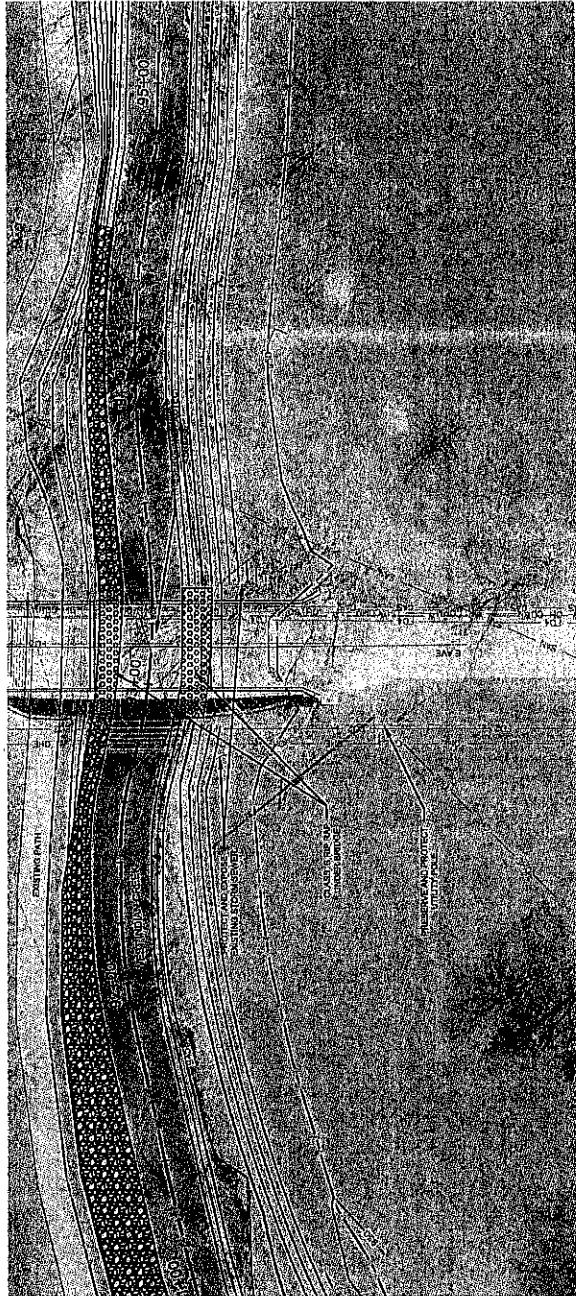
1 CROSS SECTION DETAIL

SCALES: NTUS

 HFC Green
HFCGreen.com



DRAWN BY: JLM APPROVED: JLM DATE: 2/20/04 JOB NUMBER: 200004 PROJECT: JLM 01111800-241000-0010.01 PLAN AND PROFILE-504		REVISION DESCRIPTION NO. DATE BY	WEST INDIAN CREEK EXTENSION CITY OF NEVADA NEVADA, IDAHO	D.P.L. & PROFILES PLAN AND PROFILE	SHEET NO. D.01
--	--	-------------------------------------	--	---------------------------------------	-------------------



1 WEST INDIAN CREEK - PLAN
STA 91+00 TO STA 95+00

SCALE: 1"=30'



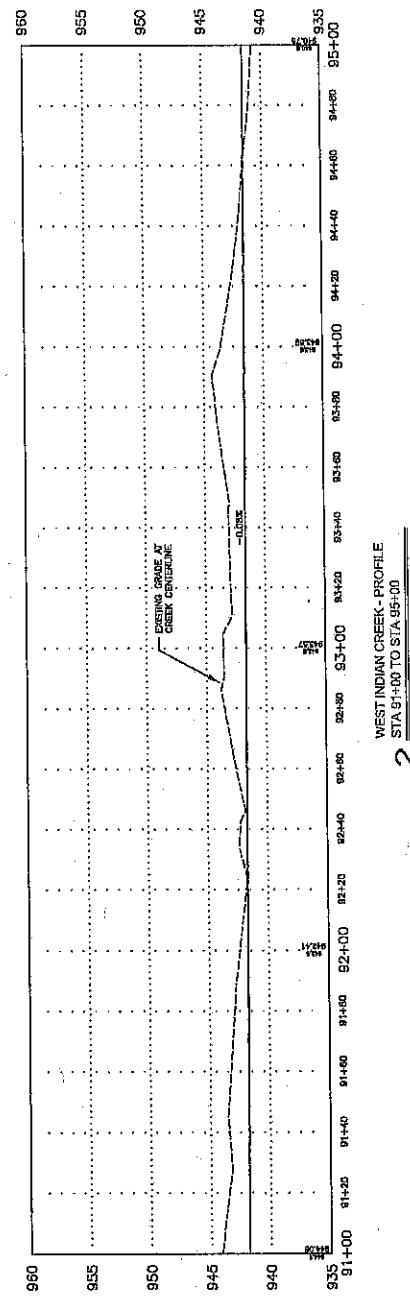
LEGEND



CLASS II DRIVEWAY



CLASS II DRIVEWAY



2 WEST INDIAN CREEK - PROFILE
STA 91+00 TO STA 95+00

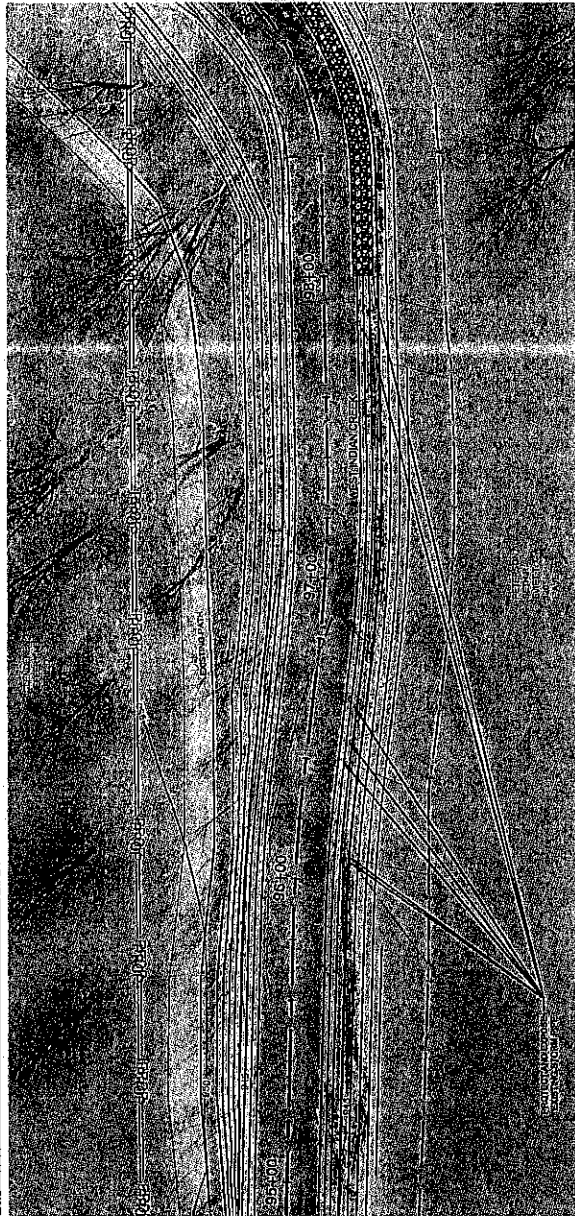
SCALE: 1"=10' VERTICALLY, 1"=30' HORIZONTALLY

NO.	DATE	BY	REVISION DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

WEST INDIAN CREEK EXTENSION
CITY OF NEVADA
NEVADA, IOWA

D-PLAN & PROFILES
PLAN AND PROFILE

SHEET NO.
D.03



WEST INDIAN CREEK - PLAN
STA 95+00 TO STA 99+00

1



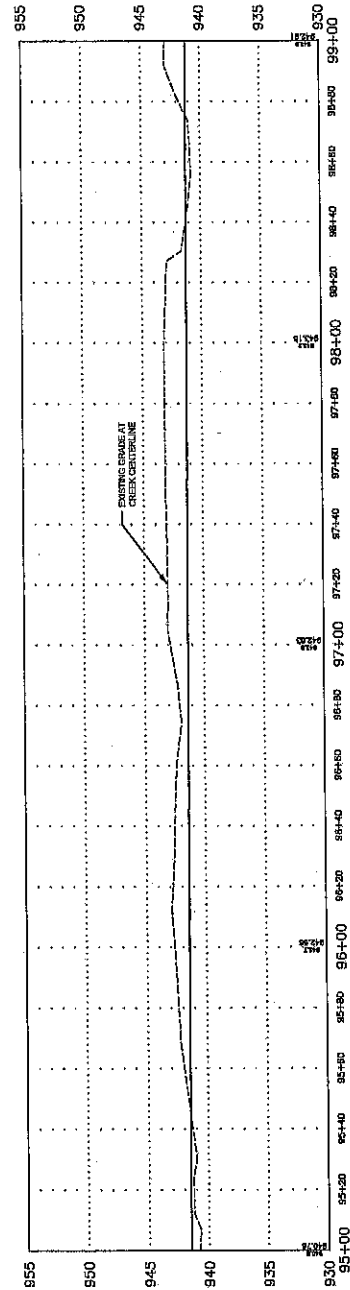
LEGEND



CLASS E RIPRAP



CLASS B RIPRAP



WEST INDIAN CREEK - PROFILE
STA 95+00 TO STA 99+00

2



SCALE: 1" = 20' HORIZ. 1" = 4' VERT.



hrcgreen.com

WEST INDIAN CREEK EXTENSION
CITY OF NEVADA
NEVADA, IOWA

PLAN & PROFILES

PLAN AND PROFILE

SHEET NO.
D.04

NO.	DATE	BY	REVISION DESCRIPTION

DRAWN BY: JLM
APPROVED: JKB
JOB DATE: 2020
JOB NUMBER: 21000014
CADD DATE: 202005151626 AM
CADD FILE: J12019181908.SITCADD\DWG\10.DWG PLAN AND PROFILE (INS)



1
WEST INDIAN CREEK - PLAN
STA 99+00 TO STA 103+00



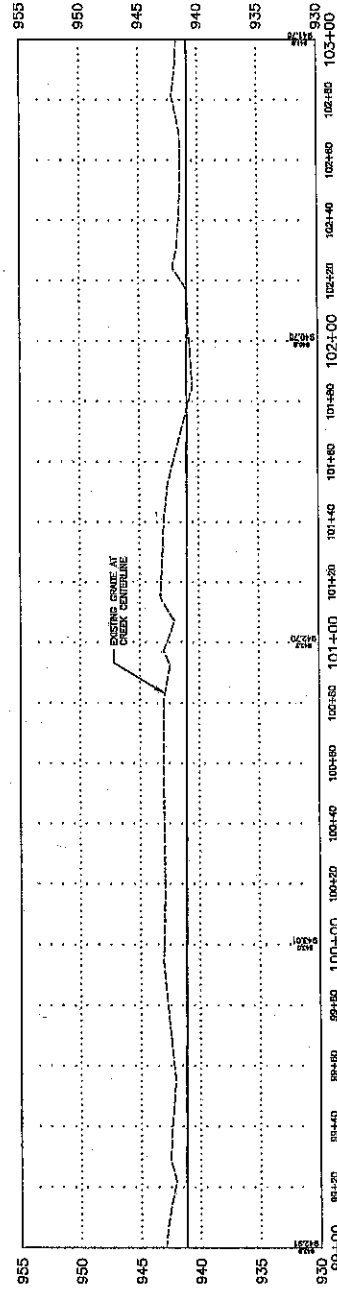
LEGEND



CLASS 1 IMP'P



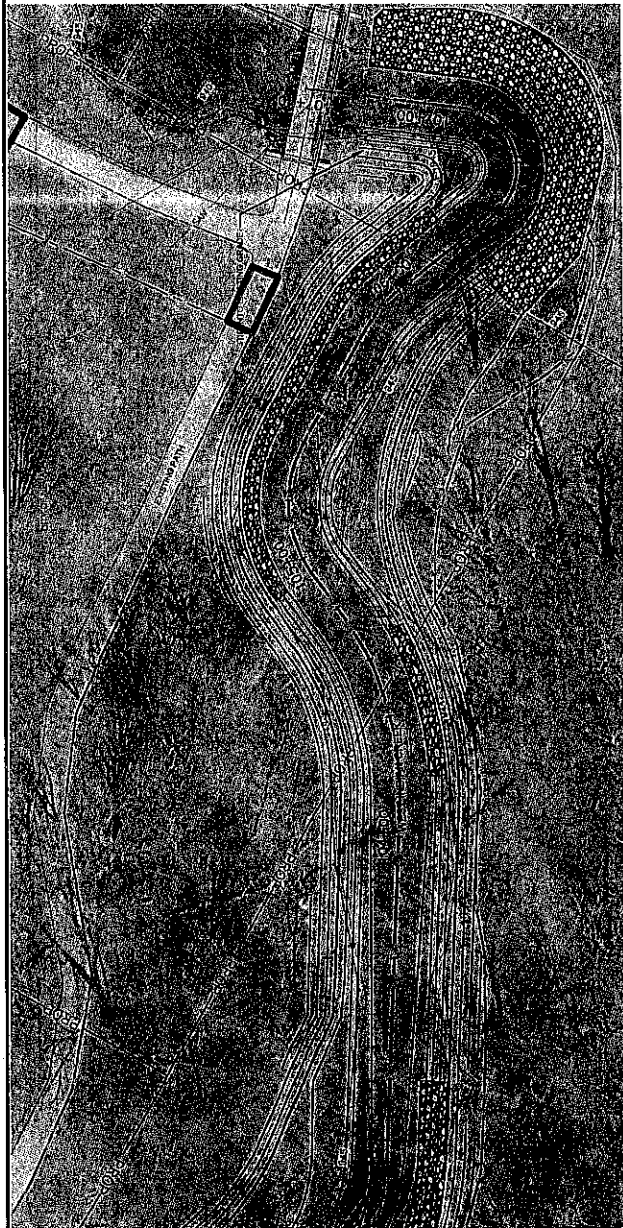
CLASS 2 IMP'P



2
WEST INDIAN CREEK - PROFILE
STA 99+00 TO STA 103+00

SCALE: 1" = 40' HORIZ. 1" = 10' VERT.

PROPERTY: JLM APPROVED: JLM CAD DATE: 6/20/2011 11:55 AM CAD FILE: J:\112011\112011.DWG		DATE OF DESIGN: 6/20/2011 DATE OF PLOT: 6/20/2011 PLOT NUMBER: 10100004 ASHES AND PROFILE DWG	NO. _____ DATE _____ BY _____	REVISION DESCRIPTION _____ _____ _____	 H3 Green	WEST INDIAN CREEK EXTENSION CITY OF NEVADA NEVADA, USA	D-PLAN & PROFILES PLAN AND PROFILE	SHEET NO. D.05
--	--	--	-------------------------------------	---	--------------	--	--	--------------------------





1

EROSION CONTROL PLAN

SCALE: 1" = 50'

LEGEND

9" WATTLE, NATURAL FIBER ONLY

NORTH



SHEET NO.
EC.01

EC-EROSION CONTROL
EROSION CONTROL PLAN (SHEET 1 OF 2)

WEST INDIAN CREEK EXTENSION
CITY OF NEVADA
NEVADA, IOWA

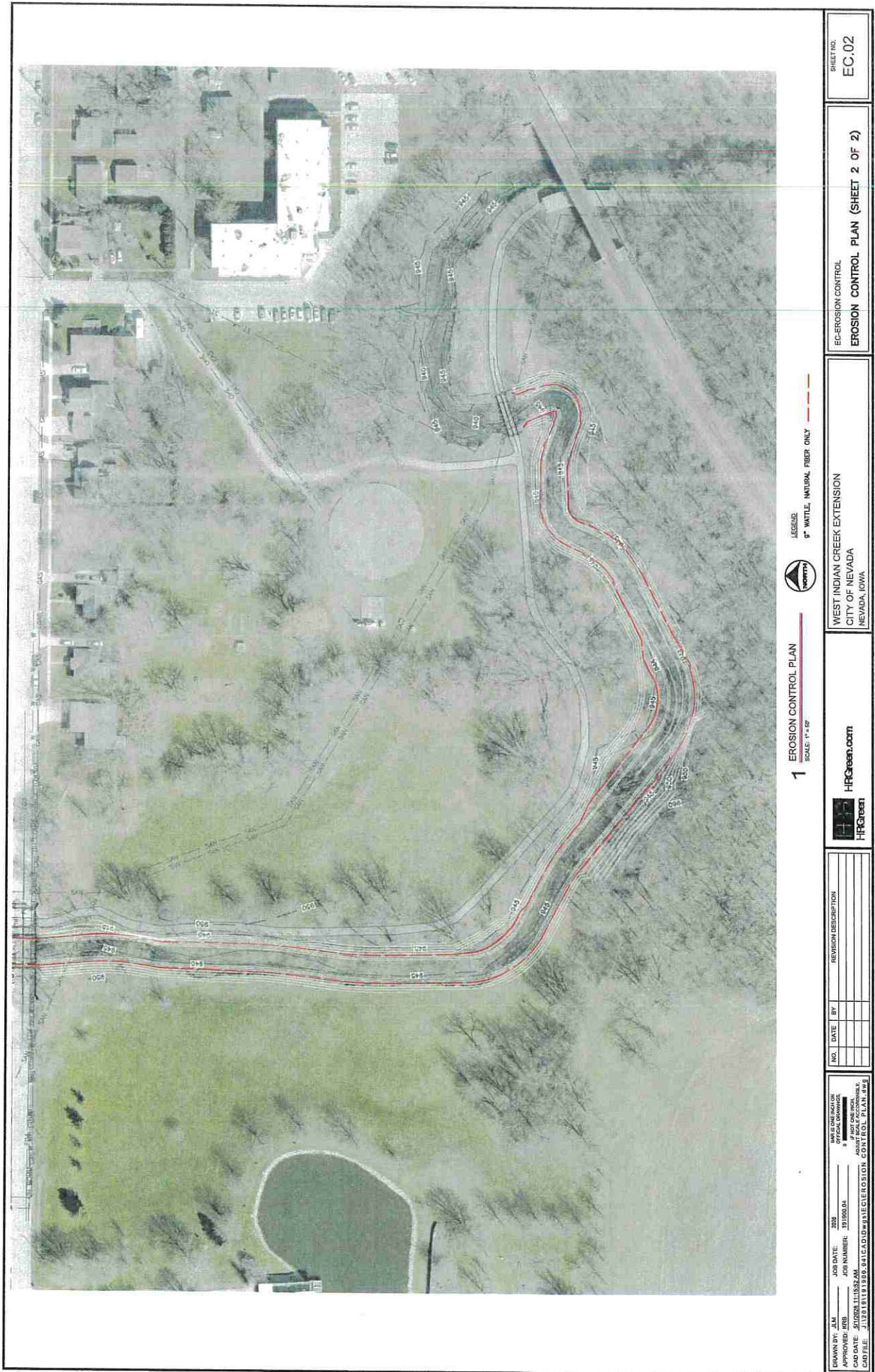
HPGreen.com

NO.	DATE	BY	REVISION DESCRIPTION
-----	------	----	----------------------

BAR IS ONE INCH ON
OFFICIAL UNIFORMS.

DRAWN BY: JLM JOB DATE: 2020
APPROVED: KRB JOB NUMBER: 191900.04
CADD DATE: 5/1/2020 11:16:52 AM
CADD FILE: J:\2019\191900.04\CADD\wg\VECI\EROSION CONTROL PLAN.dwg

IF NOT ONE INCH,
ADJUST SCALE ACCORDINGLY.



SHEET NO.
EC.02

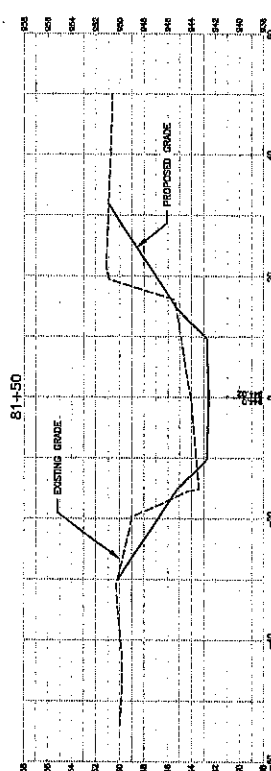
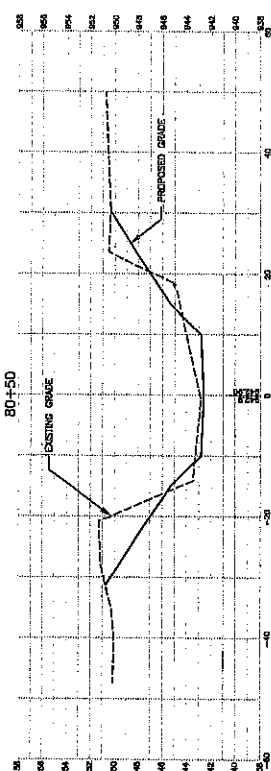
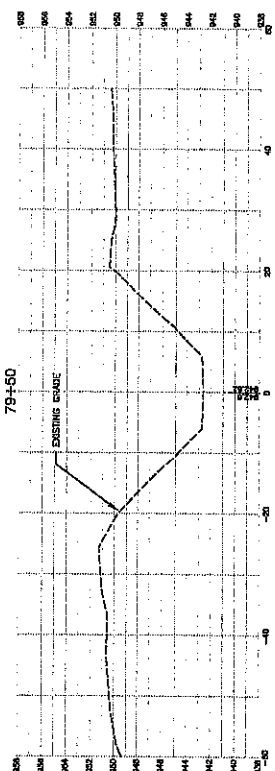
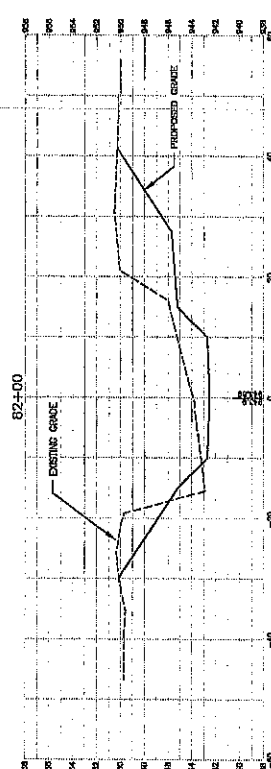
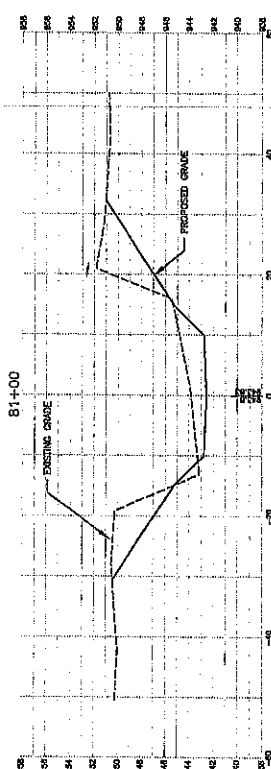
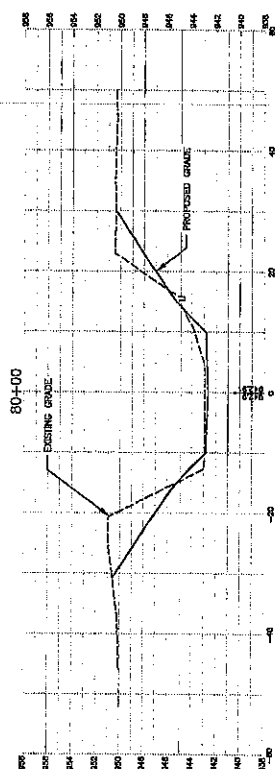
EC-EROSION CONTROL
EROSION CONTROL PLAN (SHEET 2 OF 2)

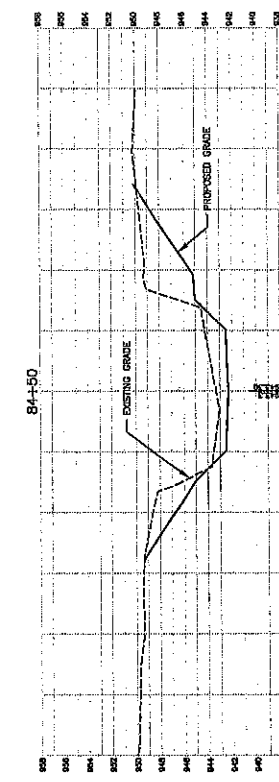
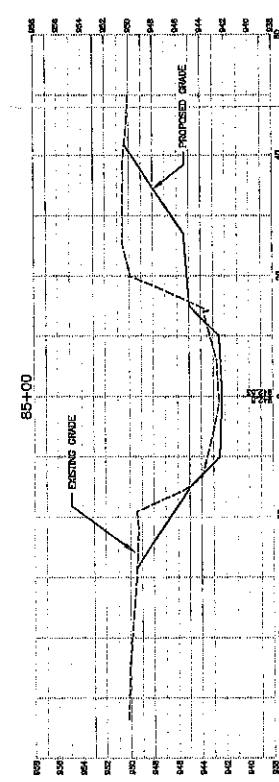
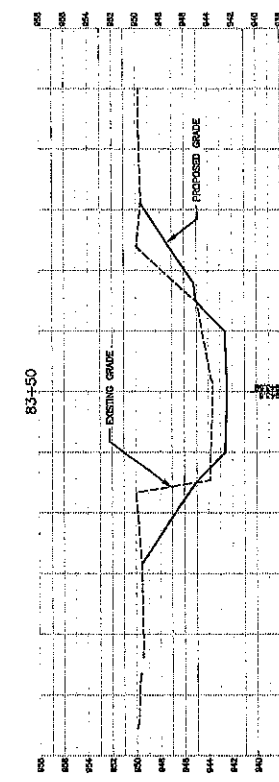
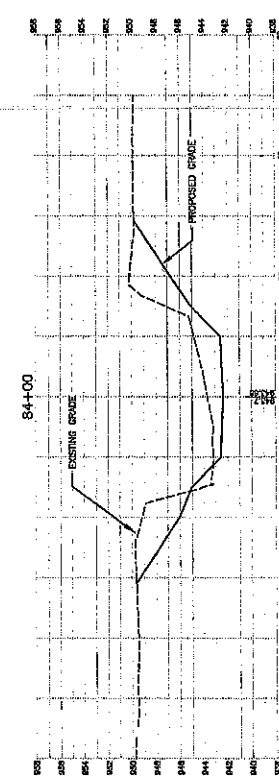
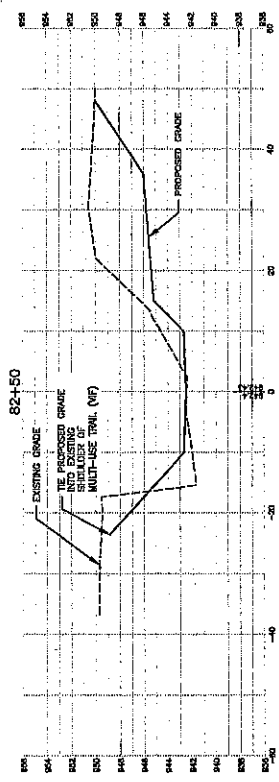
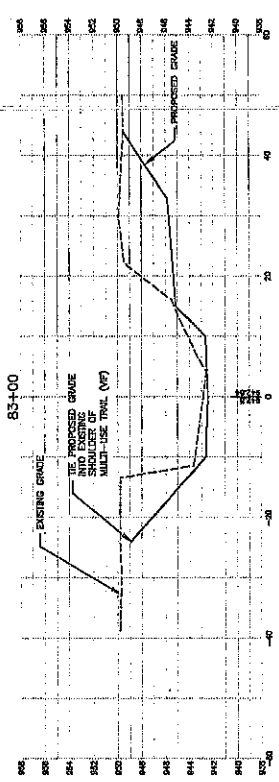
WEST INDIAN CREEK EXTENSION
CITY OF NEVADA
NEVADA, IOWA

HRGreen.com
HRGreen

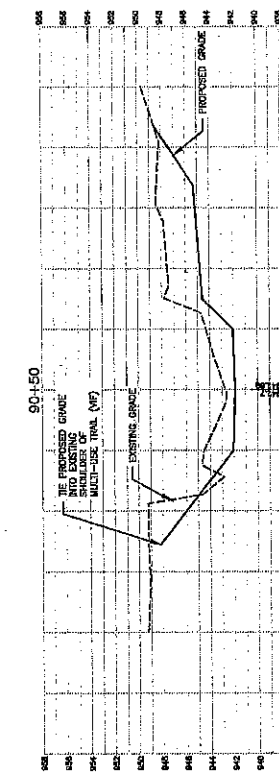
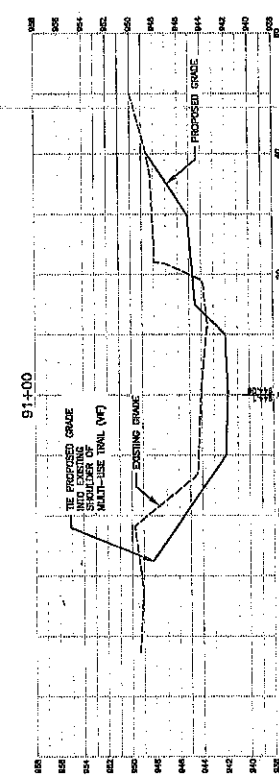
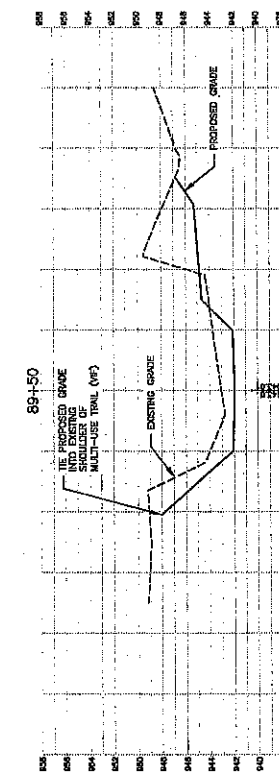
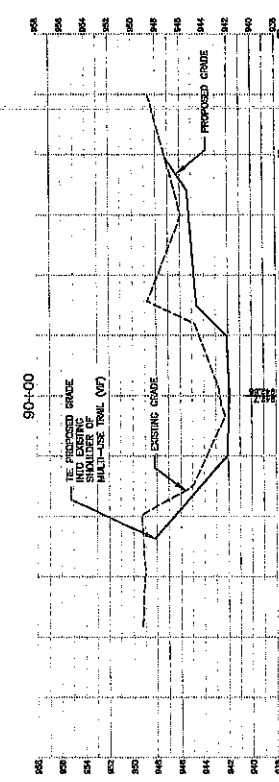
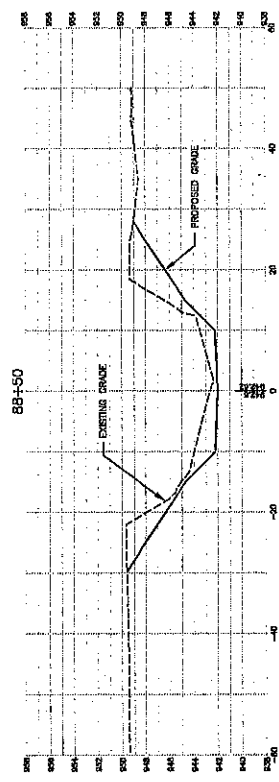
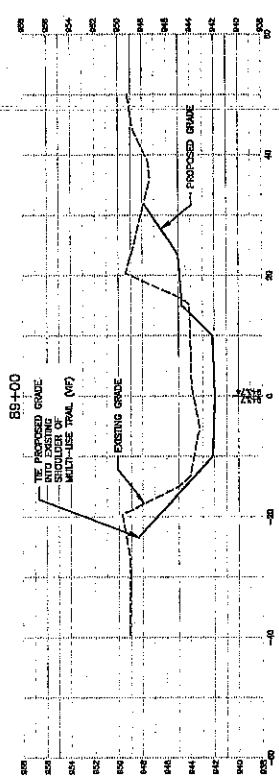
NO.	DATE	BY	REVISION DESCRIPTION

DRAWN BY: AJM
APPROVED: KRB
JOB DATE: 11/11/2024
JOB NUMBER: 131002.04
CAD DATE: 5/10/2024 11:55 AM
CAD FILE: J:\1251911909_SAICAD\DWG\EC\EROSION CONTROL PLAN.dwg

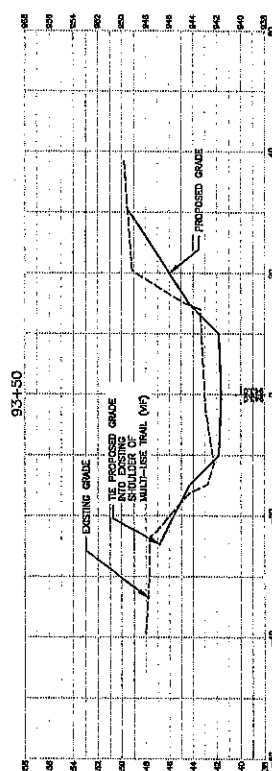
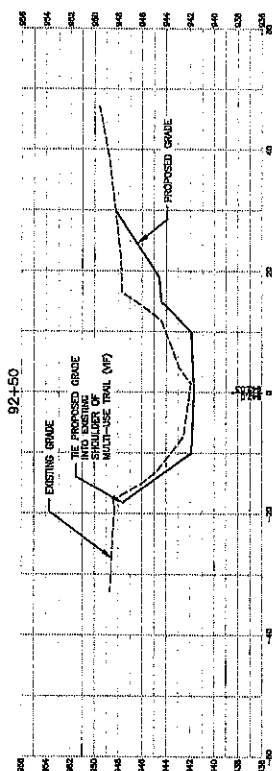
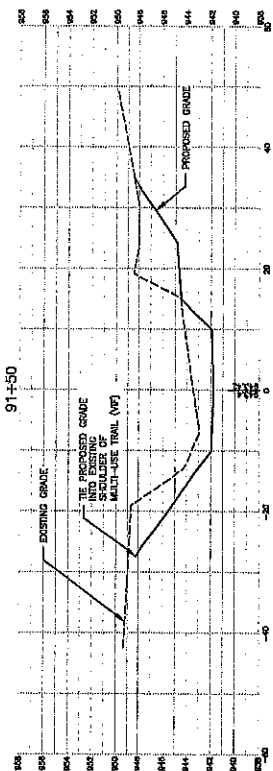
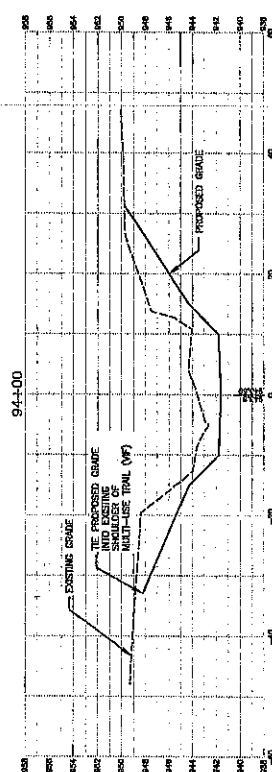
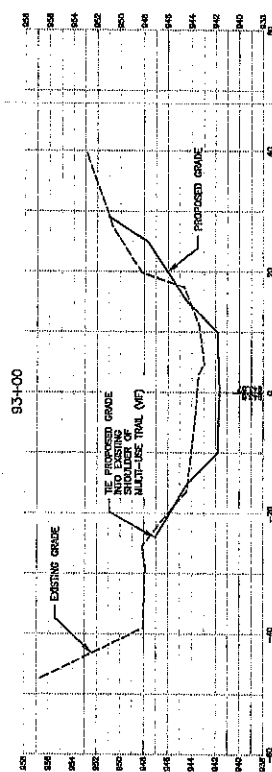
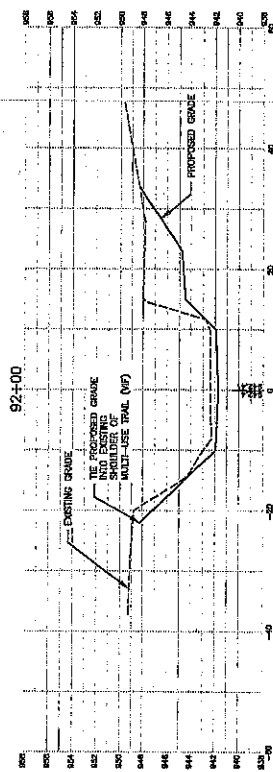


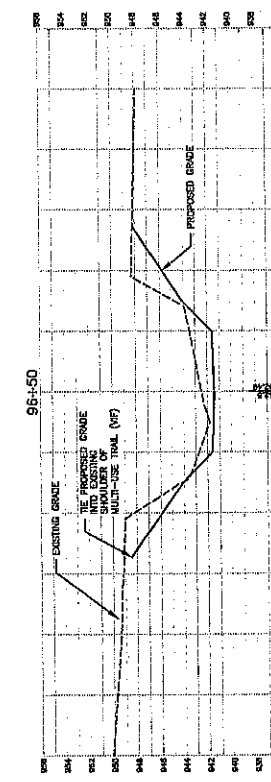
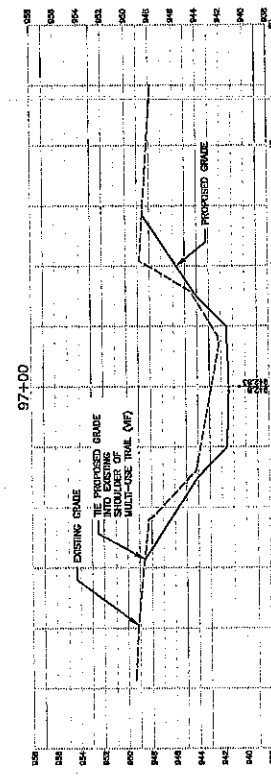
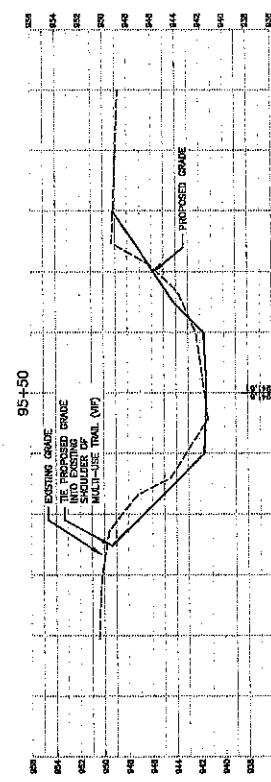
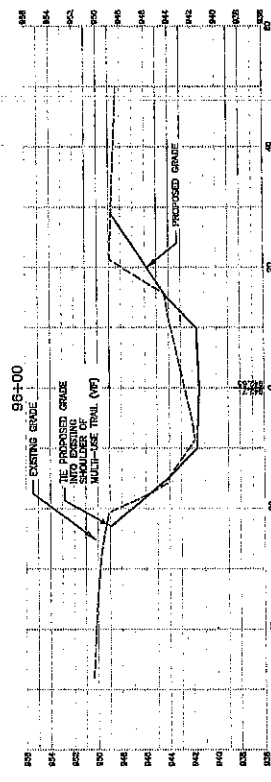
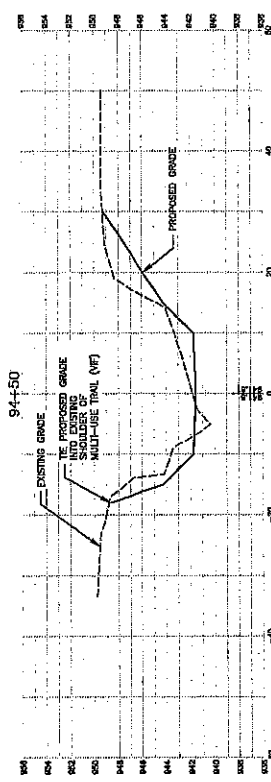
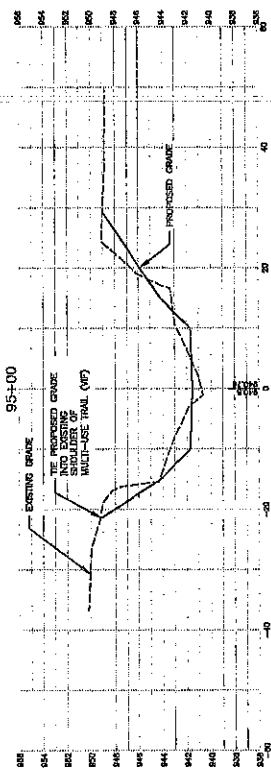


DRAWN BY: JAM APPROVED: JAM CAD FILE: J:\10115151502_1410AD10W1\X\02 CROSS SECTIONS.dwg		DATE: 08/15/2011 TIME: 10:00 AM PROJECT: WEST INDIAN CREEK EXTENSION		NO. 1 DATE: 08/15/2011 BY: JAM		REVISION DESCRIPTION 1. INITIAL DRAFT		HFC Green HFC Green		WEST INDIAN CREEK EXTENSION CITY OF NEVADA NEVADA, IOWA		X-CROSS SECTIONS CROSS SECTIONS		SHEET NO. X.02	
---	--	--	--	--------------------------------------	--	--	--	------------------------	--	---	--	------------------------------------	--	-------------------	--

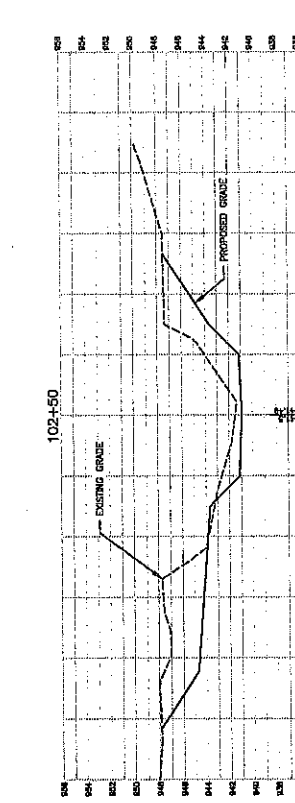
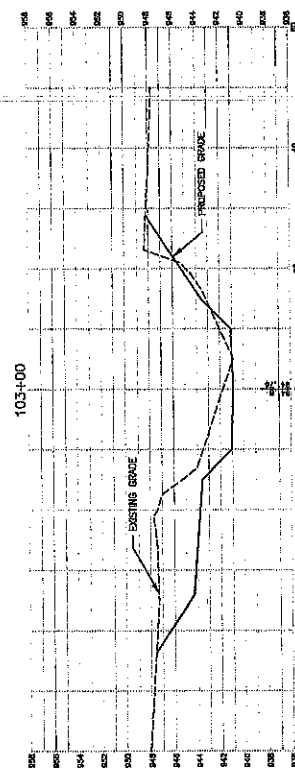
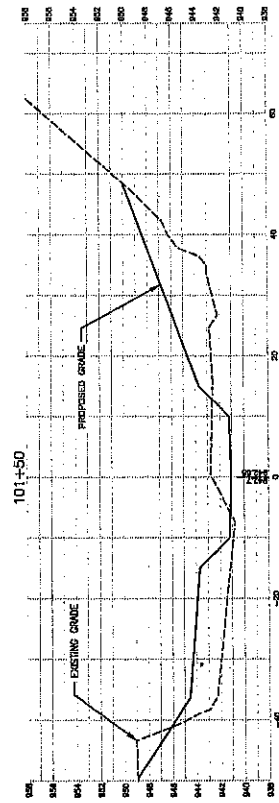
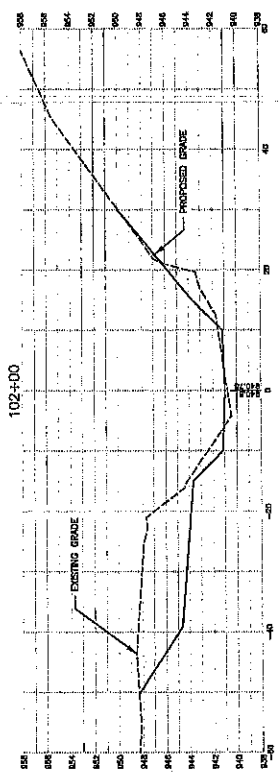
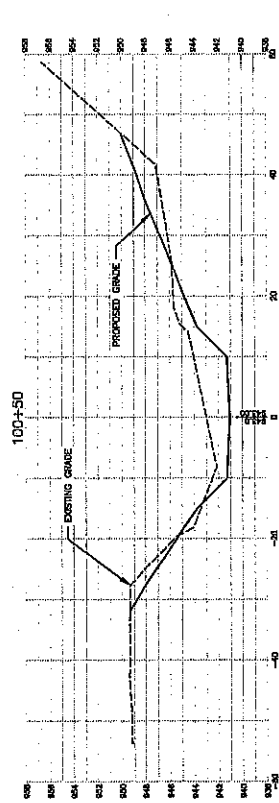
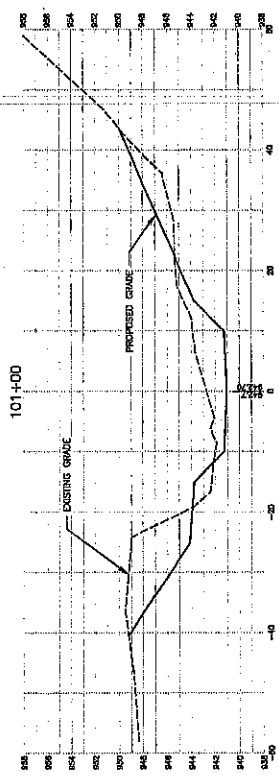


DRAWN BY: JLM		JOB DATE: 2/08	DESIGNED BY: JLM	DATE: 2/08	REVISION DESCRIPTION:	 HFC GREEN		WEST INDIAN CREEK EXTENSION CITY OF NEVADA NEVADA, IOWA	X-CROSS SECTIONS CROSS SECTIONS	SHEET NO. X.04
APPROVED: JLM		JOB NUMBER: 278004	DESIGNED BY: JLM	DATE: 2/08	REVISION DESCRIPTION:	 HFC GREEN				
CADD: JLM		PROJECT: WEST INDIAN CREEK EXTENSION	DESIGNED BY: JLM	DATE: 2/08	REVISION DESCRIPTION:	 HFC GREEN				
CADD: JLM		PROJECT: WEST INDIAN CREEK EXTENSION	DESIGNED BY: JLM	DATE: 2/08	REVISION DESCRIPTION:	 HFC GREEN				

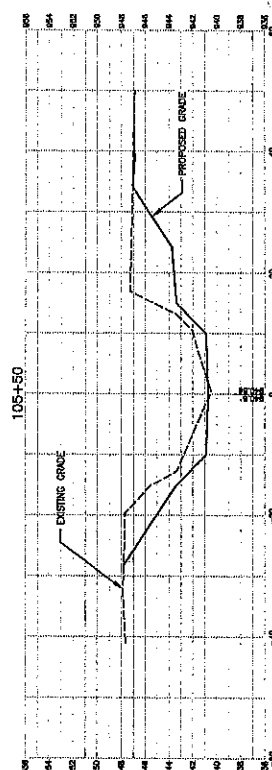
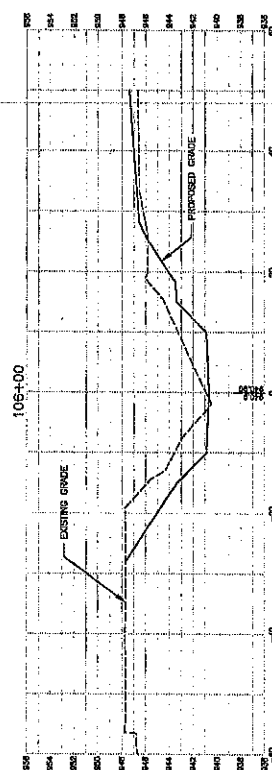
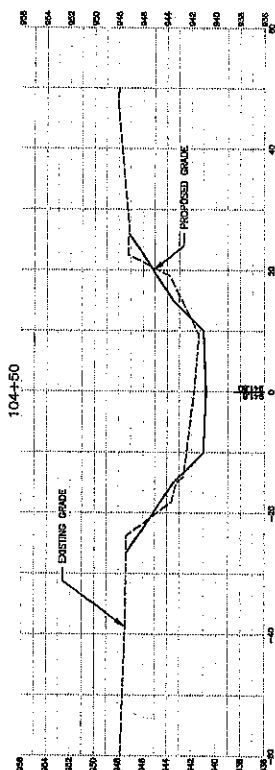
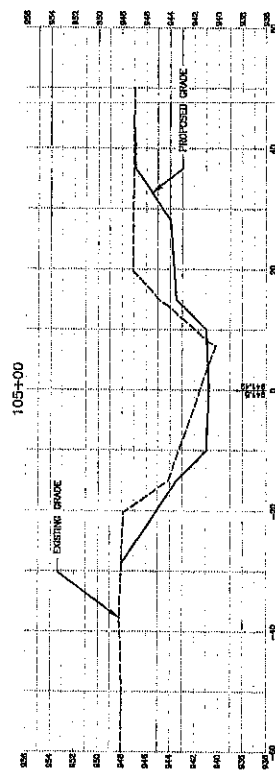
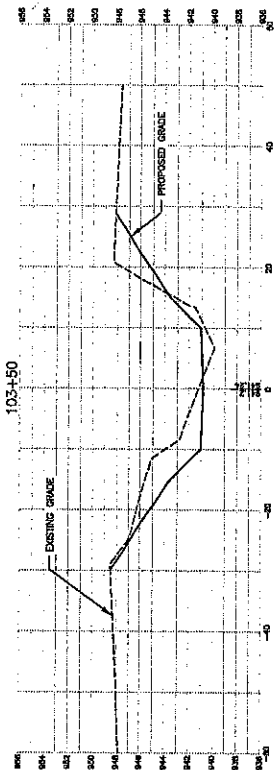
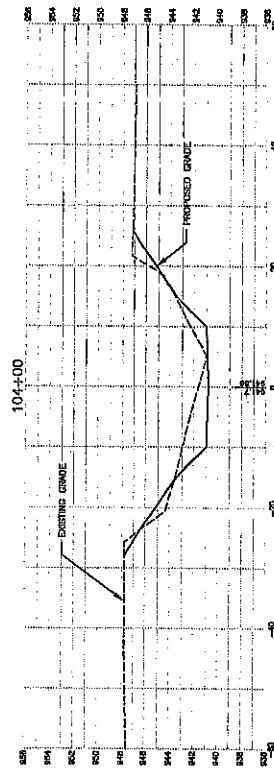




DRAWN BY: JAM APPROVED: JRS CAD DATE: 11/20/2018 10:07:41 CAD FILE: 11/20/2018 10:07:41		DATE: 11/20/2018 JOB NUMBER: 1810004 ADJUSTED SCALE: 1:1000	NO. DATE BY REVISION DESCRIPTION	HPC GROUP, INC. HPC GROUP	WEST INDIAN CREEK EXTENSION CITY OF NEVADA NEVADA, IOWA	X-CROSS SECTIONS CROSS SECTIONS	SHEET NO. X.06
---	--	---	-------------------------------------	------------------------------	---	------------------------------------	-------------------



DRAWN BY: JLM		JOB DATE: 2/25	DESIGN DESCRIPTION:	 H3 Green	WEST INDIAN CREEK EXTENSION CITY OF NEVADA NEVADA, IDWA	X-CROSS SECTIONS CROSS SECTIONS	SHEET NO. X.08
APPROVED: JRB		JOB NUMBER: 210504	REVISION:				
CDD DATE: 3/20/2011 11:56 AM		DATE FOR APPROVAL: 3/20/2011 11:56 AM	DATE FOR APPROVAL: 3/20/2011 11:56 AM				
CDD FILE: J:\210504\210504.X.08 CROSS SECTIONS							



SHEET NO.
X.09

X-CROSS SECTIONS
CROSS SECTIONS

WEST INDIAN CREEK EXTENSION
CITY OF NEVADA
NEVADA, IDWA



NO.	DATE	BY	REVISION DESCRIPTION

DRAWN BY: JLM
APPROVED: JSE
JOB DATE: 2/15/2011
JOB NUMBER: 278004
JOB TITLE: 278004
JOB DATE: 2/15/2011
JOB NUMBER: 278004
JOB TITLE: 278004

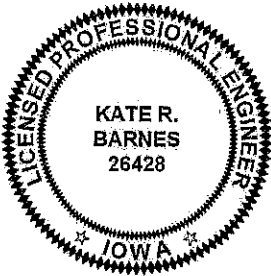
Specification No. _____

**SPECIFICATIONS
FOR
NEVADA, IA – SRF SPONSORED PROJECT
WEST INDIAN CREEK EXTENSION
NEVADA, IA
2026**

**HR Green, Inc.
Project No. 191900.04**

OWNERSHIP OF DOCUMENT

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of HR Green, Inc. and is not to be used, in whole or in part, for any other project without the written authorization of HR Green, Inc.

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. <i>Kate Barnes</i>	
	Date: <u>7-2-26</u>	
	KATE R. BARNES, P.E., CFM	
	License No. 26428	
	My renewal date is December 31, 2027.	
	Pages or sheets covered by this seal:	
	All Pages	

HR Green, Inc.
Project No. 191900.04

WEST INDIAN CREEK EXTENSION
SRF SPONSORED PROJECT
CITY OF NEVADA, IOWA

**SPECIFICATIONS
FOR
NEVADA, IA – SRF SPONSORED PROJECT
WEST INDIAN CREEK EXTENSION
NEVADA, IOWA**

TABLE OF CONTENTS

1. GENERAL REQUIREMENTS OF THE CONTRACT

- a. NOTICE OF PUBLIC HEARING
- b. NOTICE TO BIDDERS
- c. INSTRUCTIONS TO BIDDERS
- d. PROPOSAL
- e. BID BOND
- f. CONTRACT
- g. PERFORMANCE, PAYMENT AND MAINTENANCE BOND

2. SPECIAL PROVISIONS

3. ADDITIONAL TECHNICAL SPECIFICATIONS

- a. SRF REQUIRED FRONT-END SPECIFICATIONS
- b. VEGETATION MAINTENANCE

4. ADDITIONAL INFORMATION

- a. USACE PERMIT
- b. IOWA DNR FLOODPLAIN PERMIT

HR Green, Inc.
Project No. 191900.04

WEST INDIAN CREEK EXTENSION
SRF SPONSORED PROJECT
CITY OF NEVADA, IOWA

PROPOSAL
NEVADA, IA – SRF SPONSORED PROJECT
WEST INDIAN CREEK EXTENSION
NEVADA, IA

PROPOSAL: PART A – SCOPE

The City of Nevada, IA, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Measures to stabilize and restore West Indian Creek including rock placement, grading, removal of trees, and vegetation seeding and establishment.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below and certifies that said addenda were utilized in the preparation of this bid.

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The bidder must provide any Bid Prices, and alternate Prices, and the Total of the Base Bid plus any Add-alternates on the Proposal Attachment: Part C-Bid Items, Quantities, and the Prices. The Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on the comparison of the total bid only, not including any alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or furnish said bond; and
3. Commence the work on this project within 10 days of the date specified on the Notice to Proceed; and
4. No tree removal or clearing may take place on the site until after October 1, 2026.
5. Substantially Complete the project on or before December 31, 2026
6. Fully complete the project on or before June 30, 2027.
7. Pay liquidated damages for noncompliance with said completion provisions at the rate of \$500 for each calendar day thereafter the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a

sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and

5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Bidder Status Form and Worksheet: Authorization to Transact Business
2.	Section 00430 – Bid Bond (Submitted in Separate Sealed Envelope)
3.	SRF Attachments 1, 2, & 5

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

HR Green, Inc.
Project No. 191900.04

WEST INDIAN CREEK EXTENSION
SRF SPONSORED PROJECT
CITY OF NEVADA, IOWA

Subscribed and sworn to before me this _____ day of _____, 20 _____.

Notary Public in and for

State of _____

County of _____

My commission expires _____

PROPOSAL
NEVADA, IA – SRF SPONSORED PROJECT
WEST INDIAN CREEK EXTENSION
NEVADA, IOWA

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximately only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of bids.

ITEM NO.	BID ITEM	QTY	UNITS	UNIT PRICE	TOTAL
1	TEMPORARY TRAFFIC CONTROL	1	LS		
2	CLEARING AND GRUBBING	1	LS		
3	TOPSOIL, ONSITE, 6 INCH DEPTH (STRIP, SALVAGE, AND RESPREAD)	1,647	CY		
4	EXCAVATION, CLASS 10 RESPREAD OFF-SITE	8,787	CY		
5	EXCAVATION, CLASS 10 REUSE ON-SITE	1,124	CY		
6	EXCAVATION, CLASS 10 HAUL OFF-SITE	879	CY		
7	CURB AND GUTTER, MATCH EXISTING	60	LF		
8	REMOVAL OF SHARED USE PATH	335	SY		
9	SHARED USE PATH REPLACEMENT, MATCH EXISTING HMA	335	SY		
10	CURB AND GUTTER REMOVAL	60	LF		
11	PERMANENT CONVENTIONAL SEEDING, FERTILIZING, AND MULCH (SUDAS TYPE 1)	1.2	AC		

12	TEMPORARY HYDRAULIC SEEDING AND MBFM (TYPE 4) SEED	5.5	AC		
13	PERMANENT HYDRAULIC SEEDING, FERTILIZING, AND MBFM (SUDAS NATIVE GRASSES)	4.3	AC		
14	WARRANTY, 3 YEAR ESTABLISHMENT AND MAINTENANCE	1	LS		
15	SWPPP PREPARATION	1	LS		
16	SWPPP MANAGEMENT	1	LS		
17	RECP, TYPE 3B, NATURAL FIBER ONLY	20,570	SY		
18	WATTLE, NATURAL FIBER ONLY, 9-INCH DIAMETER	5,540	LF		
19	WATTLE, REMOVAL	5,540	LF		
20	RIP RAP, CLASS B	66	TON		
21	RIP RAP, CLASS E	2,383	TON		
22	STABILIZED CONSTRUCTION ENTRANCE	368	SY		
23	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	1	EA		
24	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	1	EA		
25	MOBILIZATION	1	LS		
26	CONSTRUCTION SURVEY	1	LS		

TOTAL

HR Green, Inc.
Project No. 191900.04

WEST INDIAN CREEK EXTENSION
SRF SPONSORED PROJECT
CITY OF NEVADA, IOWA

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

Bidder

The Mayor announced that bids for the construction of the SRF Sponsored Project West Indian Creek Extension had been received before 11:00 a.m., on August 4, 2026, in the office of the City Clerk, City Hall, Nevada, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and HR Green, Inc. (the "Project Engineers") made their recommendations thereon to the City Council. The bids received for the construction of the SRF Sponsored Project West Indian Creek Extension are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Cole Excavating, LLC. 122 N. 2nd St. Greene, Iowa 50636	\$531,044.00
Con-Struct, Inc. 305 South Dayton Ave Ames, Iowa 50010	\$558,122.20
RW Excavating Solutions, LC 13293 S 88th Ave W Prairie City, Iowa 50228	\$641,250.00
Iowa Earth Works 300 Snyder Dr. Huxley, Iowa 50124	\$697,397.00
On Track Construction, LLC 1435 West F Ave Nevada, Iowa 50201	\$820,376.60

See Attached Bid Tab for Details

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

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

~~Ayes: __~~

~~Nays: __~~

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

~~Ryan Condon, Mayor~~

~~Attest:~~

~~Erin Mousel, City Clerk~~



West Indian Creek Extension
Bid Tabulation
Prepared by HR Green, Inc.

ITEM NUMBER	ITEM CODE	BID ITEM	UNITS	QUANTITY	ENGINEER'S ESTIMATE		COLE EXCAVATING, LLC		CON-STRUCT, INC.		RW EXCAVATING SOLUTIONS, LC		IOWA EARTH WORKS		ON TRUCK CONSTRUCTION	
					UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
DIVISION 1 - GENERAL																
1	1070-206-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,100.00	\$ 3,100.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
DIVISION 2 - EXCAVATION																
2	2010-108-C	CLEARING AND GRUBBING	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 65,000.00	\$ 65,000.00	\$ 45,000.00	\$ 45,000.00	\$ 65,000.00	\$ 65,000.00	\$ 63,630.00	\$ 63,630.00
3	2010-108-D-1	TOPSOIL, ONSITE, 6 INCH DEPTH (STRIP, SALVAGE, AND RESPREAD)	CY	1,647	\$ 7.00	\$ 11,529.00	\$ 8.00	\$ 13,176.00	\$ 6.50	\$ 10,705.50	\$ 6.00	\$ 9,882.00	\$ 10.00	\$ 16,470.00	\$ 36.00	\$ 59,292.00
4	2010-108-E	EXCAVATION, CLASS 10 RESPREAD OFF-SITE	CY	8,871	\$ 13.00	\$ 115,323.00	\$ 12.00	\$ 106,452.00	\$ 12.00	\$ 106,452.00	\$ 13.00	\$ 115,323.00	\$ 15.00	\$ 132,965.00	\$ 27.00	\$ 239,517.00
5	2010-108-E	EXCAVATION, CLASS 10 REUSE ON-SITE	CY	1,124	\$ 6.00	\$ 6,744.00	\$ 8.00	\$ 8,992.00	\$ 8.00	\$ 8,992.00	\$ 6.00	\$ 6,744.00	\$ 5.00	\$ 5,620.00	\$ 13.00	\$ 14,612.00
6	2010-108-E	EXCAVATION, CLASS 10 HALL OFF-SITE	CY	887	\$ 20.00	\$ 17,740.00	\$ 15.00	\$ 13,305.00	\$ 10.00	\$ 8,870.00	\$ 13.00	\$ 11,531.00	\$ 15.00	\$ 13,295.00	\$ 23.00	\$ 20,401.00
DIVISION 7 - STREETS & RELATED WORK																
7	7010-108-E	CURB AND GUTTER, MATCH EXISTING	LF	60	\$ 50.00	\$ 3,000.00	\$ 75.00	\$ 4,500.00	\$ 75.00	\$ 4,500.00	\$ 145.00	\$ 8,700.00	\$ 100.00	\$ 6,000.00	\$ 91.00	\$ 5,460.00
8	7030-108-A-2	REMOVAL OF SHARED USE PATH	SY	355	\$ 50.00	\$ 17,750.00	\$ 20.00	\$ 7,100.00	\$ 10.00	\$ 3,550.00	\$ 20.00	\$ 7,100.00	\$ 15.00	\$ 5,295.00	\$ 7.00	\$ 2,485.00
9	7030-108-C	SHARED USE PATH REPLACEMENT, MATCH EXISTING HMA	SY	355	\$ 35.00	\$ 12,425.00	\$ 70.00	\$ 24,850.00	\$ 95.00	\$ 33,725.00	\$ 95.00	\$ 33,725.00	\$ 120.00	\$ 42,900.00	\$ 120.00	\$ 42,900.00
10	7040-108-A	CURB AND GUTTER REMOVAL	LF	60	\$ 25.00	\$ 1,500.00	\$ 15.00	\$ 900.00	\$ 15.00	\$ 900.00	\$ 20.00	\$ 1,200.00	\$ 20.00	\$ 1,200.00	\$ 18.00	\$ 1,140.00
DIVISION 9 - SITE WORK AND LANDSCAPING																
11	9010-108-A	PERMANENT CONVENTIONAL SEEDING, FERTILIZING, AND MULCH (SUDAS TYPE 1)	AC	1.2	\$ 5,000.00	\$ 6,000.00	\$ 4,500.00	\$ 5,400.00	\$ 4,996.00	\$ 5,995.20	\$ 6,000.00	\$ 7,200.00	\$ 11,000.00	\$ 13,200.00	\$ 4,040.00	\$ 4,848.00
12	9010-108-A	TEMPORARY HYDRAULIC SEEDING AND MBFM (TYPE 4) SEED	AC	5.5	\$ 3,500.00	\$ 19,250.00	\$ 4,000.00	\$ 22,000.00	\$ 3,348.00	\$ 18,414.00	\$ 4,000.00	\$ 22,000.00	\$ 3,500.00	\$ 19,250.00	\$ 4,545.00	\$ 24,997.50
13	9010-108-B	PERMANENT HYDRAULIC SEEDING, FERTILIZING, AND MBFM (SUDAS NATIVE GRASSES)	AC	4.3	\$ 7,000.00	\$ 30,100.00	\$ 5,000.00	\$ 21,500.00	\$ 5,125.00	\$ 22,037.50	\$ 6,000.00	\$ 26,000.00	\$ 7,000.00	\$ 30,100.00	\$ 7,247.00	\$ 31,182.10
14	9010-108-E	WARRANTY, 3 YEAR ESTABLISHMENT AND MAINTENANCE	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,725.00	\$ 7,725.00	\$ 27,000.00	\$ 27,000.00	\$ 27,875.00	\$ 27,875.00	\$ 6,060.00	\$ 6,060.00
15	9040-108-A-1	SWPPP PREPARATION	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,030.00	\$ 1,030.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,212.00	\$ 1,212.00
16	9040-108-A-2	SWPPP MANAGEMENT	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 500.00	\$ 500.00	\$ 7,416.00	\$ 7,416.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,030.00	\$ 3,030.00
17	9040-108-E	RECP, TYPE 3B, NATURAL FIBER ONLY	SY	20,570	\$ 2.50	\$ 51,425.00	\$ 1.40	\$ 28,798.00	\$ 1.65	\$ 33,940.50	\$ 2.50	\$ 51,425.00	\$ 1.90	\$ 39,083.00	\$ 1.60	\$ 32,912.00
18	9040-108-E-1	WATTLE NATURAL FIBER ONLY, 3-INCH DIAMETER	LF	5,540	\$ 2.75	\$ 15,236.00	\$ 2.80	\$ 15,512.00	\$ 2.50	\$ 13,850.00	\$ 3.00	\$ 16,620.00	\$ 2.00	\$ 11,880.00	\$ 3.00	\$ 16,820.00
19	9040-108-E-2	WATTLE REMOVAL	LF	5,540	\$ 0.50	\$ 2,770.00	\$ 1.00	\$ 5,540.00	\$ 0.25	\$ 1,385.00	\$ 0.50	\$ 2,770.00	\$ 0.10	\$ 554.00	\$ 0.20	\$ 1,108.00
20	9040-108-J	IMP RAP, CLASS B	TON	66	\$ 70.00	\$ 4,620.00	\$ 90.00	\$ 5,940.00	\$ 73.00	\$ 4,816.00	\$ 71.00	\$ 4,896.00	\$ 75.00	\$ 4,950.00	\$ 14.00	\$ 9,504.00
21	9040-108-J	IMP RAP, CLASS E	TON	2,383	\$ 70.00	\$ 166,810.00	\$ 63.00	\$ 150,129.00	\$ 73.00	\$ 173,959.00	\$ 68.00	\$ 162,044.00	\$ 75.00	\$ 178,250.00	\$ 81.00	\$ 193,023.00
22	9040-108-C-2	STABILIZED CONSTRUCTION ENTRANCE	SY	368	\$ 15.00	\$ 5,520.00	\$ 30.00	\$ 18,400.00	\$ 20.00	\$ 7,360.00	\$ 35.00	\$ 12,800.00	\$ 20.00	\$ 7,360.00	\$ 26.00	\$ 9,584.00
23	9040-108-F-1	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	EA	1	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 170.00	\$ 170.00	\$ 250.00	\$ 250.00	\$ 325.00	\$ 325.00	\$ 175.00	\$ 175.00
24	9040-108-F-2	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	EA	1	\$ 60.00	\$ 60.00	\$ 250.00	\$ 250.00	\$ 10.50	\$ 10.50	\$ 50.00	\$ 50.00	\$ 10.00	\$ 10.00	\$ 20.00	\$ 20.00
25	11020-108-A-0	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 26,000.00	\$ 26,000.00	\$ 10,097.00	\$ 10,097.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
26	11010-108-A-0	CONSTRUCTION SURVEY	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 4,120.00	\$ 4,120.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00
SUBTOTAL					\$ 598,491.00	\$ 598,491.00	\$ 531,844.00	\$ 531,844.00	\$ 558,122.20	\$ 558,122.20	\$ 641,250.00	\$ 641,250.00	\$ 697,397.00	\$ 697,397.00	\$ 620,376.60	\$ 620,376.60

HIGHLIGHT INDICATES ERROR IN DATA OR AN ERROR ASSOCIATED WITH MISSING ADDENDUMS



▶ 5525 Merle Hay Road | Suite 200
Johnston, IA 50131
Main 515.278.2913 + Fax 713.965.0044
▶ HRGREEN.COM

8/5/2026

City of Nevada
1209 6th Street
Nevada, Iowa 50201

Re: Recommendation for Project Award – West Indian Creek Extension

Dear City of Nevada,

After a thorough review of the submitted proposals, bid documents, and bid bonds for the West Indian Creek Extension Project, as well as the tabulation of all the bids received, we have identified discrepancies in the bid submitted by RW Excavating Solutions, LC and Iowa Earth Works. Given these inconsistencies, we believe that their bids should be removed from consideration for this project.

After careful evaluation, it is our recommendation that the project be awarded to **Cole Excavating, LLC**, whose bid meets all required criteria and is in compliance with the specifications outlined in the project documents. The total bid amount submitted by Cole Excavating, LLC is **\$531,044.00**.

We trust that this recommendation aligns with the objectives of the project and that the award of this contract to Cole Excavating, LLC will result in a successful and efficient execution of the project.

Please feel free to contact me if you have any questions or require further information.

Thank you for your attention to this matter. We look forward to your confirmation and approval of this recommendation.

Please see the attached bid tabulation.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink that reads 'Kate Barnes'.

Kate Barnes, PM
Project Manager and Lead Engineer

MINUTES OF MEETING TO AWARD
CONTRACTS

Nevada, Iowa

August 10, 2026

The City Council of the City of Nevada, Iowa, met on August 10, 2026, at 6:00 o'clock p.m., at the City Council Chambers, in the City, pursuant to adjournment and the rules of this Council.

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

Present:

Absent:

The City Council further considered proposals received for the proposed SRF Sponsored Project West Indian Creek Extension and embodied its findings in the resolution next hereinafter referred to.

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

Ayes:

Nays:

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

RESOLUTION NO. 021 (2026/2027)

Resolution awarding contract for the SRF Sponsored Project West Indian Creek Extension

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Nevada, Iowa, and as required by law, bids and proposals were received by this Council for the SRF Sponsored Project West Indian Creek Extension (the "Project"); and

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

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

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

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Cole Excavating, LLC	\$531,044.00
122 N. 2 nd St.	
Greene, Iowa 50636	

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

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

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

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

Passed and approved August 10, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

• • • •

On motion and vote, the meeting adjourned.

✓ Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA

COUNTY OF STORY

CITY OF NEVADA

SS:

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

WITNESS MY HAND this ____ day of _____, 2026.

Erin Mousel, City Clerk

USA TODAY CO.



PO Box 631851 Cincinnati, OH 45263-1851

AFFIDAVIT OF PUBLICATION

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

Nevada IA 50201-1536

STATE OF WISCONSIN, COUNTY OF BROWN

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

AMS amestrib.com 07/30/2026
AMS Nevada Journal 07/30/2026

and that the fees charged are legal.

Sworn to and subscribed before on 07/30/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$29.44	
Tax Amount:	\$0.00	
Payment Cost:	\$29.44	
Order No:	12492129	# of Copies:
Customer No:	842186	0
PO #:	LIOW0558379	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NEVADA, IA - SRF
SPONSORED PROJECT WEST INDIAN CREEK EXTENSION NEVADA, IA
Notice is Hereby Given: That at 6:00 PM, at the City Hall, Council Chambers,
1209 6th Street, Nevada, IA 50201 on August 10, 2026 the City Council of
Nevada, IA (The "City") will hold a public hearing on the proposed plans and
specifications, form of contract and estimate of cost (the "Contract Docu-
ments") for the proposed Nevada, IA - SRF Sponsored Project West Indian
Creek (the "Project").
The Project shall consist of:
Measures to stabilize and restore West Indian Creek including rock place-
ment, grading, removal of trees, and vegetation seeding and establish-
ment.
The Project is located along West Indian Creek, south of Lincoln Highway,
starting at approximately 42.017606, -93.460462 and ending at approxi-
mately 42.013970, -93.454122.
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
July 30 2026
L1OW0558379

NEVADA CITY COUNCIL – MONDAY, JULY 27, 2026 6:00 P.M.

1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6th Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, July 27, 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, Andy Kelly, Sandy Ehrig. Absent: Luke Spence, Jason Sampson.

Staff Present: Erin Clanton (joined virtually), Jordan Cook, Erin Mousel, Chris Brandes, Lucas Battani, Mike Sauer, Marlys Barker, Rhonda Maier, Ray Reynolds, Julie Ungs, Derek Thomas

Also in attendance were: Jennifer Luengas-Otto, Chuck Peebles, Jim Samuelson, Sue VandeKamp, Jane Heintz, Karin Sevde

3. APPROVAL OF AGENDA

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

4. PUBLIC HEARING(S)

A. 2026/27 Street Reconstruction Program – 2nd Street from Lincoln Way to N Avenue

1. Public Hearing –

At 6:02 p.m. Mayor Condon announced that this is the time and place set for a **public hearing** as advertised in the Nevada Journal on **July 16, 2026**. The public hearing is **2026/27 Street Reconstruction Program – 2nd Street from Lincoln Way to N Avenue**.

There were **no written or oral objections** to the aforementioned recommendation. Public hearing closed at 6:02 p.m.

2. Resolution No. 014 (2026/2027): A Resolution Finally Approving and Confirming Plans, Specifications, Forms of Contract and Estimate of Cost for the 2026/27 Street Reconstruction Program – 2nd Street from Lincoln Way to N Avenue

Motion by Henry Corbin, seconded by Charlie Good, to **adopt Resolution No. 014 (2026/2027)**. After due consideration and discussion the roll was called. Aye: Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

3. Consideration of Bid for the 2026/27 Street Reconstruction Program – 2nd Street from Lincoln Way to N Ave
4. Resolution No. 015 (2026/2026): Resolution Awarding Contract for the 2026/27 Street Reconstruction Program – 2nd Street from Lincoln Way to N Avenue

Motion by Andy Kelly, seconded by Henry Corbin, to **adopt Resolution No. 015 (2026/2027)**. After due consideration and discussion the roll was called. Aye: Kelly, Corbin, Good, Ehrig. Nay: None. The Mayor declared the motion carried.

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

Motion by Sandy Ehrig, seconded by Charlie Good, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on July 13, 2026
- B. Approve Payment of Cash Disbursements, including Check Numbers 90517-90610 and Electronic Numbers 5935-6041 (Inclusive) Totaling \$936,216.04 (See attached list)
- C. Approve Financial Reports for Month of June, 2026

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

6. PUBLIC FORUM:

- A. Karin Sevde provided an update regarding Story County Community Foundation 2026 Grant Applications.
 - B. Jane Heintz asked for some clarification on RAGBRAI permits
7. Approve Pay App No. 7 for SRF Project B, Tributary to West Indian Creek from Con-Struct Inc. in the amount of \$497.56

Motion by Henry Corbin, seconded by Sandy Ehrig, to **approve Pay App No. 7 for SRF Project B, Tributary to West Indian Creek from Con-Struct Inc. in the amount of \$497.56**. After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Good, Kelly. Nay: None. The Mayor declared the motion carried.

8. Approve Pay App No. 8 for SRF Project B, Tributary to West Indian Creek from Con-Struct Inc. in the amount of \$4,670.26

Motion by Sandy Ehrig, seconded by Andy Kelly, to **approve Pay App No. 8 for SRF Project B, Tributary to West Indian Creek from Con-Struct Inc. in the amount of \$4,670.26**. After due consideration and discussion the roll was called. Aye: Ehrig, Kelly, Corbin, Good. Nay: None. The Mayor declared the motion carried.

9. Approve Pay App No. 01 for Trunkline Manhole Rehabilitation from Orchard, Inc. in the amount of \$67,221.00

Motion by Andy Kelly, seconded by Henry Corbin, to **approve Pay App No. 01 for Trunkline Manhole Rehabilitation from Orchard, Inc. in the amount of \$67,221.00.** After due consideration and discussion the roll was called. Aye: Kelly, Corbin, Good, Ehrig. Nay: None. The Mayor declared the motion carried.

10. Ordinance No. 1079 (2026/2027): An Ordinance Amending Chapter 76 of the Nevada Municipal Code (Bicycle Regulations) for the Addition of Electric Bicycles, Electric Scooters and Personal Transportation Devices, second reading

Motion by Henry Corbin, seconded by Charlie Good, to **approve Ordinance No. 1079 (2026/2027), second reading.** After due consideration and discussion the roll was called. Aye: Corbin, Good, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

11. Approve Workorder for Annual GIS Services

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve Professional Services Agreement with WHKS for annual GIS Services.** After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Good, Kelly. Nay: None. The Mayor declared the motion carried.

12. Resolution No. 016 (2026/2027): A Resolution Approving the Facility Use Agreement between the City of Nevada, Iowa and the Nevada Community School District

Motion by Charlie Good, seconded by Andy Kelly, to **adopt Resolution No. 016 (2026/2027).** After due consideration and discussion the roll was called. Aye: Good, Kelly, Ehrig, Corbin. Nay: None. The Mayor declared the motion carried.

13. Resolution No. 017 (2026/2027): A Resolution Approving the Sale of a Utility Terrain Vehicle from the Parks and Recreation Department to the Wastewater Department and Authorizing the Related Transfer of Funds

Motion by Andy Kelly, seconded by Henry Corbin, to **adopt Resolution No. 017 (2026/2027).** After due consideration and discussion the roll was called. Aye: Kelly, Corbin, Good, Ehrig. Nay: None. The Mayor declared the motion carried.

14. Approve Purchase of UTV with Plow for the Parks & Recreation Department

Motion by Andy Kelly, seconded by Henry Corbin, to **approve option 1: Accept the quote from Capital City Kubota for \$35,283.00 for the purchase of a Kubota RTVX2C-PKLH-1 with Boss V Blade.** After due consideration and discussion the roll was called. Aye: Kelly, Corbin, Good, Ehrig. Nay: None. The Mayor declared the motion carried.

15. Approve Purchase of Harley Rake for the Parks & Recreation Department

Motion by Henry Corbin, seconded by Sandy Ehrig, to **approve option 1: Accept the quote from Star Equipment for \$10,494.00.** After due consideration and discussion the roll was called. Aye: Corbin, Ehrig. Nay: Kelly, Good. The Mayor declared the motion failed.

Motion by Andy Kelly, seconded by Charlie Good, to **accept the quote from VanWall Equipment for PR72B Angle Power Rake in the amount of \$10,500.00.** After due

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

16. Resolution No. 018 (2026/2027): A Resolution Accepting and Approving the Retracement Plat of Survey for K Elements, LLC, Highland Park Addition to Nevada, Story County, Iowa

Motion by Andy Kelly, seconded by Henry Corbin, to **adopt Resolution No. 018 (2026/2027)**. After due consideration and discussion the roll was called. Aye: Kelly, Corbin, Good, Ehrig. Nay: None. The Mayor declared the motion carried.

17. Resolution No. 019 (2026/2027): A Resolution Authorizing the Submission of an Application to the Story County, Iowa Low-and-Moderate-Income (LMI) Housing Support Program

Motion by Sandy Ehrig, seconded by Charlie Good, to **adopt Resolution No. 019 (2026/2027)**. After due consideration and discussion the roll was called. Aye: Ehrig, Good, Kelly, Corbin. Nay: None. The Mayor declared the motion carried.

18. ADJOURNMENT

There being no further business to come before the meeting, motion by Andy Kelly, seconded by Charlie Good, to **adjourn the meeting**. Following voice vote, the Mayor declared the motion carried at 6:54 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA CLAIMS 8/10/26

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK#
WAGEWORKS/HEALTH EQUITY	FSA 2025 PMTS	166.26	6042
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	1,568.35	6043
TREASURER STATE OF IA	POOL-DIAL PERMIT	165.00	6044
WAGEWORKS/HEALTH EQUITY	FSA 2025 PMTS	2,352.57	6045
TREASURER STATE OF IA	SALES TAX 7/2026	15,775.66	6046
TREASURER STATE OF IA	WET 7/2026	11,043.93	6047
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 0	33,862.41	6141
CORNISH, DEVIN	HSA Pay Period: 08/02/2026	50.00	6142
HUTTON, RYAN	HSA Pay Period: 08/02/2027	355.42	6143
SYDNES, KELLAN	HSA Pay Period: 08/02/2028	40.00	6144
ALLIANT	ALL-UTILITIES	17,191.52	90611
BUD GUYS	RAGBRAI - BUS TRANSPORTATION	600.00	90612
CON-STRUCT INC	SRF PRJT B PR#7/8	5,167.82	90613
FRANK ENGSTROM	RAGBRAI - PRETTY UNCOMMON BAND	200.00	90614
ORCHARD INC	TRUNKLINE PR#1	67,221.00	90615
THATCHER WOODHOUSE	RAGBRAI - THE COMBO BAND	150.00	90616
TROOP 128	RAGBRAI - TROOP 128 HELP	500.00	90617
DA DAVIDSON & CO	ADM-FY26 EMMA REPORT	1,000.00	90618
DELTA DENTAL	DENTAL 8/2026	4,077.76	90619
FIDELITY SECURITY LIFE	VISION 8/2026	1,038.93	90620
WELLMARK	HEALTH 8/2026	43,682.15	90621
PAYROLL	PAYROLL	34.63	90622
PAYROLL	PAYROLL	170.16	90623
PAYROLL	PAYROLL	108.92	90624
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 08/02/2026	122.02	90625
MISSION SQUARE	DEFERRED COMPENSATION Pay Period: 0	565.00	90626
ACCESS SYSTEMS	ALL-COPIER LEASE	683.94	90627
ALEX AIR APPARATUS	FD- HURST BATTERY STRONGARM	823.04	90628
ALLEYS PIZZA	POOL-CONCESSIONS	114.00	90629
ALLIANT	ALL-UTILITIES	36,656.07	90630
AMAZON CAPITAL SVCS	ALL-SUPPLIES	1,801.03	90631
AMES ECONOMIC DEV COMM	WASH DC ECO DEV-MAYOR	3,800.00	90632
ARNOLDS	STS/PD/WWT-SUPPLIES	288.05	90633
BARKER, DREW	COMM BAND-REHERSALS/CONCERTS	300.00	90634
BITUMINOUS MATERIALS	STS PATCH	1,109.62	90635
CAPITAL SANI SUPPLY	PKM/FH/CH-JANITORIAL	599.52	90636
CELLEBRITE	PD-SOFTWARE 8/31/26-8/30/27	9,250.00	90637
CENTRAL IA TOWING & REC	STS TOW	190.63	90638
CENTRAL IA BROADBAND	FH-INTERNET	375.00	90639
CONCRETE POLYFIX	PKM-HATTERY PARK	600.00	90640
CRAIG MCCLANAHAN	PD-NANCY'S COMPUTER	11,126.00	90641
DAKOTA SUPPLY	WTR-WATER STATIONS FOR RAGBRAI	1,097.01	90642
DICKS FIRE EXTINGUISHER	SC-FIRE EXT INSP	1,902.25	90643
DRAINTECH	STS MISC FLOOD	437.50	90644
FAREWAY	WWT/POOL-SUPPLIES	59.59	90645
FAST LANE AUTO CARE	STS HAND CLEANER	59.50	90646
FIRST RESPONDER SUPPLY	PD - KEVLAR REPLACEMENTS	2,940.00	90647

FIRSTNET	PD-CAR COMPUTERS	375.00	90648
GRAINGER	WWT- NON-POTABLE WATER PROJECT	47.49	90649
GRIMCO INC	STS- SIGNS	1,184.73	90650
H2I GROUP	FH-EQUIP RPR	450.00	90651
HACH CO	WTR-LAB SUPPLIES	306.08	90652
HENDERSON, DENNIS	COMM BAND-SOUND SYSTEM	200.00	90653
HOKEL MACHINE	STS/PKM-SUPPLIES	35.45	90654
HOTSY EQUIP	STS TRUCK WASH	70.00	90655
IA DNR	WWT-PERMIT FEE, OLD PLT/DISCHRG	2,550.00	90656
IA ONE CALL	WTR/WWT-ONE CALL	156.70	90657
IA STATE READY MIX	STS PATCH	1,212.50	90658
IMAGE360	RAGBRAI-SIGNS	361.76	90659
JETCO, INC.	WTR-PLC FAILURE/RPR/WWT-LIFT STAT	1,368.50	90660
KARL CHEVROLET	PD - 2026 SILVERADO	49,322.80	90661
KRUCK P&H CO	CH- HVAC SERVICE	675.00	90662
LOGOED APPAREL & PROMO	FD-POLO SHIRTS	436.19	90663
MARTIN MARIETTA	PKM-TRAIL RPR	1,226.32	90664
MCFARLAND	STS-EMPLOY TESTING	513.00	90665
MED COMPASS	FD-PHYSICALS/FIT TESTS	6,075.00	90666
MEDICAP PHARMACY	EMS-MEDICAL SUPPLIES	70.00	90667
MENARDS	ALL-SUPPLIES	386.81	90668
MISSISSIPPI LIME	WTR-LIME	10,902.25	90669
NEIGHBORS HTG CLG	WTR-HVAC	1,054.00	90670
NEVADA POSTMASTER	ADM - PO BOX 530 RENTPOSTAGE PERMIT	686.00	90671
NEVADA ROTARY CLUB	CA-COOK DUES	507.50	90672
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	90673
PRESLEY, WADE HENRY	COMM BAND-REH/CONC	900.00	90674
QUADIENT FINANCE	ALL-POSTAGE	1,500.00	90675
QUADIENT, INC	ADM-METER RENTAL	111.00	90676
SCARLETT, JAMES	COMM BAND-TRUCK/TRLR	50.00	90677
SCHENDEL PEST CONTROL	ALL-PEST CONTROL	337.65	90678
SHERWIN-WILLIAMS	STS PAINT NOZZLE	47.51	90679
SHOP TOOLS OUTLET	STS NEW LIFT & INSTALL - 1/2 PYMT UPGR	17,642.50	90680
STOREY KENWORTHY	WTR/WWT BILLS/ENVELOPES	3,401.68	90681
THATCHER WOODHOUSE	RAGBRAI - THE COMBO BAND #2	100.00	90682
T-MOBILE	ALL-GEO TABS	128.10	90683
USA BLUEBOOK	WWT-LAB SUPPLIES	456.92	90684
VOID	VOID	0.00	90685
VAN WALL EQUIPMENT-NEVADA	PKM-EQUIP MNT.	207.29	90686
WAGWORKS/HEALTH EQUITY	ALL-FLEX BENEFIT	192.40	90687
WCI POOLS AND SPAS	POOL-TESTING REAGENTS	56.98	90688
WHKS & CO.	ENGINEERING	106,594.88	90689
WINDSTREAM	ALL-UTILITIES	282.35	90690
ELIZABETH BUNNER/BEEWITCHED BELLYDANCE	RAGBRAI	250.00	90691
VAN WALL EQUIPMENT INC	PKM-HARLEY RAKE	10,500.00	90692
	PAYROLL EFT (6048-6140)	113,622.19	
		<u>618,201.79</u>	

Vendor # 1170

20260804

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 8/10/2026 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
6/26/2026	Wall Street Journal	LIB-Material	41.72		001-410-6559
6/25/2026	USPS	LIB-Postage	5.67		001-410-6508
6/29/2026	USPS	LIB-Postage	8.50		001-410-6508
7/12/2026	Microsoft	LIB-Software	50.33	E070106C4Y	001-410-6594
7/15/2026	Wal-Mart	LIB-Summer Prgrm	60.12	60211E	169-441-6595
7/20/2026	USPS	LIB-Postage	6.27	63461G	001-410-6508
7/21/2026	USPS	LIB-Postage	4.17	62027G	001-410-6508
7/24/2026	Wall Street Journal	LIB-Material	41.72	20260723	001-410-6559
7/3/2026	Sweetwater Sound	POOL	569.00	50742133	001-435-6341
7/6/2026	Canva	POOL	171.20	PAHOogfkjRA	001-435-6599
7/8/2026	Scratch Cupcakery	POOL, Concessions	450.00	20229	001-435-6590
7/9/2026	Canva-Credit	POOL	-11.20	04934-40742984	001-435-6599
7/9/2026	UDEMY	PZ-Subscription	166.92	20260624	001-540-6220
6/24/2026	Iowa Water Conference	WTR-Conf Registration	145.00	WWTRCNFRNCFRWXEN000D	600-811-6240
7/1/2026	Go Daddy	ADM-Website/Emails	27.46	4126154180	121-613-6431
7/7/2026	Hotelcom	ADM-Conf. Hotel, Battani	450.92	73490639451624	001-620-6240
7/6/2026	DMACC	WWT-Cornish	75.00	DCE353585223621	610-816-6240
7/7/2026	IACMA	ADM-Conf. Registration	225.00	6a4d33116511e	001-620-6240
7/10/2026	DMACC	WWT-Cornish	475.00	DCE354131224066	610-816-6240
7/10/2026	DMACC	WWT-Smith	475.00	DCE354133224069	610-810-6240
7/10/2026	DMACC	WWT-Rasmusson	475.00	DCE354135224072	610-816-6240
7/12/2026	Go Daddy	ADM-Website/Emails	24.19	4134748367	121-613-6431
7/15/2026	Sangoma	Water Plant	31.30	0966910	600-811-6373
		Wastewater PI	31.30		610-816-6373
		Library	31.30		001-410-6373
		Fire Dept	31.30		001-150-6373
		Police Dept	31.30		001-110-6373
		ST Dept	31.30		110-210-6373
		City Hall	31.29		001-620-6373
		Cemetery	31.29		001-450-6373
		Parks Mnt	31.29		001-431-6373
7/15/2026	Twilio	ADM-Notifications	13.09	20260714	121-613-6431
7/17/2026	Twilio	ADM-Notifications	11.24	20260716	121-613-6431
7/19/2026	Zoom	ADM-Website	76.78	INV362380276	121-613-6431
7/20/2026	UDEMY	PZ-Class	48.14	48.14*-666D4F68594853666C366C3859673D:	001-540-6240
7/21/2026	IAMU	ADM-Conf. Registration	250	200014329	001-620-6240
6/23/2026	HKG	PSD-Supplies	152.99	WI-2891	001-110-6504
6/29/2026	801 Locust Ramp	PSD-Parking	5	10214017	001-110-6420
6/30/2026	Key-Mart	PSD-Software	39	INM97-YDMGQ-7QQR-DDGTF-YTFF	001-110-6599
7/15/2026	Product Keys	PSD-Software	18.9	PK170552560	001-110-6420
7/16/2026	Adobe	PSD-Software	254.27	AB08234306641CUS	001-110-6420
7/16/2026	Brownells	PSD-Supplies	287.86	2.02641E+12	001-110-6599

5,375.93

POSTING & PAYMENT DATE:

August 19, 2026

City Administrator

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 8/10/2026 W/CLAIMS

Tran Date	Description	Amount	Invoice #	ACCOUNT
7/2/2026	POOL-Concessions	276.32	P928000J801SFJQEA	001-435-6590
7/9/2026	POOL-Concessions	244.04	P928000JF00XWFFVTA	001-434-6590
7/15/2026	POOL-Concessions	322.42	P928000JM00YS8KTA	001-435-6590
7/20/2026	POOL-Concessions	189.90	P928000JS00ZL51W	001-435-6590
7/27/2026	POOL-Concessions	32.66	P928000K1010TZ9NF	001-435-6590
7/27/2026	PSD-Supplies	20.93	P928000K1010VTPEH	001-110-6599
		1,086.27		

POSTING & PAYMENT DATE: 8/10/2026

August 22, 2026 City Administrator

RESOLUTION NO. 022 (2026/2027)

**A RESOLUTION APPOINTING CHRIS BRANDES AS CITY REPRESENTATIVE FOR THE
STORY COUNTY 911 SERVICE BOARD AND RAY REYNOLDS AS THE ALTERNATE
REPRESENTATIVE FOR THE STORY COUNTY 911 SERVICE BOARD**

WHEREAS, the City of Nevada, Iowa is a member of the Story County 911 Service Board; and

WHEREAS, the City of Nevada, Iowa, is entitled to one primary representative and one alternate representative to the Story County 911 Service Board; and

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

1. That Chris Brandes is hereby appointed as the City's appointed member to the 911 Service Board, to serve until such time as a replacement has been appointed.
2. That Ray Reynolds is hereby appointed as the City's alternate member to the 911 Service Board, to serve until such time as a replacement has been appointed.
3. That this resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED this 10th day of August, 2026.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

OFFICIAL NOTIFICATION
VOTING MEMBER AND ALTERNATE
STORY COUNTY 911 SERVICE BOARD

The Story County 911 Service Board's Bylaws Article Six Paragraph Two states:

Each voting member (and their alternate) shall be appointed by their respective eligible entity and shall serve in that capacity until the Board Chairperson receives notification from the eligible entity certifying appointment of a new member. Each eligible entity shall have one vote.

This form will be the official notification from the eligible entity of the appointment.

Entity: CITY OF NEVADA

Name: CHRIS BRANDES, PUBLIC SAFETY DIRECTOR, **Appointed Member to the 911 Service Board**

Email: cbrandes@cityofnevadaiaowa.org Phone: 515-382-4593

Name: RAY REYNOLDS, DIRECTOR OF FIRE & EMS, **Alternate Member to the 911 Service Board**

Email: rreynolds@cityofnevadaiaowa.org Phone: 515-382-4593

PASSED, ADOPTED AND APPROVED this _____ day of August, 2026

_____, Ryan Condon

Official Title: Mayor, City of Nevada

ATTEST: _____

Official Title: Erin Mousel, City Clerk

STATE OF IOWA

Item # 50
Date: 8/10/2026

GAX

BUDGET FY		General Accounting Expenditure										DOCUMENT NUMBER									
2026		DATE 7/29/2026			ACCTG PERIOD (mm/yy) October 1, 2025 - June 30, 2026							3									
VENDOR CODE					AGENCY NAME																
VENDOR NAME AND ADDRESS					BILL TO ADDRESS (ORDERING AGENCY)					SHIP TO ADDRESS											
City of Nevada 1209 6th St Nevada, IA 50201					Iowa Economic Development Authority 1963 Bell Avenue, Suite 200 Des Moines, Iowa 50315																
TERMS		FOB		ORDER APPROVED BY						GOODS RECEIVED/SERVICES PERFORMED											
										DATE INITIALS											
QUANTITY				VENDOR'S INVOICE NUMBER																	
				3																	
ORDERED	RECEIVED	UNIT OF MEASURE								UNIT PRICE	TOTAL PRICE										
			Request for Payment under CDBG Contract Number: <u>25-DTR-004</u> Report Number: <u>3</u>								\$ 25,852.00										
DOCUMENT TOTAL											25,852.00										
CLAIMANT'S CERTIFICATION												AGENCY CERTIFICATION									
I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID.												I CERTIFY THAT THE ABOVE EXPENSE WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY:									
DATE		TITLE										CODE OR CHAPTER SECTION(S)									
		Mayor																			
CLAIMANT'S SIGNATURE												AUTHORIZED SIGNATURE									
THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY																					
DOC TYPE (GAX)		DOC NUMBER		DOC DATE		ACCTG PRD		BUDGET FY		ACTION NEW/MOD		PO SHIP INSTR		GAX TYPE		INT IND		INT SELLER FUND		INT SELLER AGCY	
GAX		3						2026						1							
VENDOR CODE		ADDR OVERRIDE		F/A INDICATOR		EFT IND		TEXT -po's only (Y/N)		TEXT (po's only)											
2129921						Y															
REF DOC TYPE		REF DOC NUMBER		REF DOC LINE		COM LN		VEND INVOICE #		COMMODITY CODE		GS CONTRACT									
								3													
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY / UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F					
01	0340	269	4610	25			4125							25,852.00							
02																					
03																					
04																					
05																					
06																					
07																					
DOCUMENT TOTAL											25,852.00										

GAX

WARRANT #

AUDITED BY

PAID DATE

Updated July 28, 2026

CDBG Award (C3 + D3)	
\$	650,000.00
CDBG Award for Construction (C3)	CDBG Award for Administration (D3)
\$ 620,000.00	\$ 30,000.00
Construction Remaining (C3 - C9)	Administration Remaining (D3 - D9)
\$ 554,922.15	\$ 20,931.63

Total GAX Submitted (A8): \$ 74,145.00		Construction Portion of GAX (C9)		Admin Portion of GAX (D9)		Total City Match (E8): \$ 65,062.42	Total Invoices (A8 + E8): \$ 139,207.42
GAX1	\$ 27,847.00	\$	25,105.23	\$	2,739.00	\$ 25,098.41	\$ 52,945.41
GAX2	\$ 20,446.00	\$	17,643.62	\$	2,803.37	\$ 17,637.55	\$ 38,083.55
GAX3	\$ 25,852.00	\$	22,326.00	\$	3,526.00	\$ 22,328.46	\$ 48,178.46

	Total Amount	City Match %	City Match	CDBG Reimbursement to City
Curtis Architecture Invoices				
Job #2503-4 (Dated Sept 2, 2025 for 09/01/2025 - 10/31/2025)	\$ 23,746.27	49.999%	\$ 11,872.90	\$ 11,873.37
Shift cents from CDBG Reimbursement to City Match			\$ 11,873.27	\$ 0.37
				\$ 11,873.00
Job #2503-5 (Dated Sept 24, 2025 for 11/01/2025 - 11/31/2025)	\$ 11,108.19	49.999%	\$ 5,552.98	\$ 5,553.21
Shift cents from CDBG Reimbursement to City Match			\$ 5,553.19	\$ 0.21
				\$ 5,553.00
Curtis Architecture Total	\$ 34,852.46		\$ 17,426.46	\$ 17,426.00
Prime Contractor Invoices				
Prime Contractor Total				
MIPA Invoices				
Invoice #3 (Dated June 30, 2026 for 10/1/2025 - 06/30/2026)	\$ 3,526.00	-	-	\$ 3,526.00
MIPA Total	\$ 3,526.00			\$ 3,526.00
Other Invoices				
Environet Invoice #182715_ACM_LBP (Dated 02/20/2026) (Asbestos and Lead Testing)	\$ 4,800.00	49.999%	\$ 2,400.00	\$ 2,400.00
Eocene Invoice #03261036543 (Dated 03/16/2026) (Architectural Historian)	\$ 5,000.00	49.999%	\$ 2,500.00	\$ 2,500.00
Other Invoices Total	\$ 9,800.00		\$ 4,900.00	\$ 4,900.00
Curtis Architecture + Prime Contractor + MIPA + Other Invoices Total	\$ 48,178.46			
City Match Total			\$ 22,326.46	
GAX #3				\$ 25,852.00



CITY OF

NEVADA

1209 6TH ST. P.O. BOX 530
NEVADA, IA 50201-0530 (515) 382-5468

AVAILA BANK

72-245/739

VOID AFTER 90 DAYS

090610

DATE:
07/27/2026AMOUNT:
*\$ 3,526.00CHECK:
90610

PAY ***Three Thousand Five Hundred Twenty-six and 00/100-Dollars***

TO
THE
ORDER
OFMID-IA PLANNING ALLIANCE
939 OFFICE PARK ROAD
SUITE 308
WEST DES MOINES IA 50265

⑈090610⑈ ⑆073902546⑆ 7096488⑈

CITY OF NEVADA, IOWA

Check Stub

Check No: *90610*

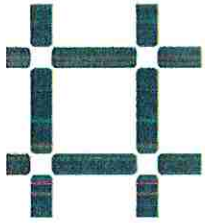
VENDOR: 5340 MID-IA PLANNING ALLIANCE

INV DATE	INVOICE NO	INVOICE DESCRIPTION	GL ACCT	NET AMOUNT
08/30/2026	INV#3-25-DTR-004,C	CDBG-FACADE PROJ	327-520-6499	3,526.00



TOTAL AMOUNT:

3,526.00



MIPA

MID-IOWA PLANNING ALLIANCE

Mid-Iowa Planning Alliance
for Community Development
939 Office Park Road · Suite 306
West Des Moines, IA 50265
www.midiowaplanning.org
515-304-3524 · info@midiowaplanning.org

June 30, 2026

City of Nevada
1209 6th Street
Nevada, IA 50201

RE: CDBG Grant (Invoice #3) – 25-DTR-004

Professional Administrative Services for the above-mentioned project.

Section IV Basic Services (4.1)

Total Fee for Basic Services
(not to exceed \$30,000.00)

Administration:

Total Staff Hours from 10/1/25 through 06/30/26 =	54 hours
Senior Planner 2 (\$60.06) x 54 hours =	\$3,243.00
Staff Expense Invoice #3 =	\$3,243.00
Invoice #1 =	\$2,739.00
Invoice #2 =	\$2,643.37
Total Staff Expense =	\$8,625.37
Less Previously Billed Staff Expense = (\$5,382.37)	
Total this Invoice =	\$3,243
Total Travel -	\$392.90
Less Previously Billed Travel= (\$109.90)	\$283.00
Total Miscellaneous – Radon Test Kits	\$201.21
Less Previously Billed Miscellaneous = (\$201.21)	\$0

TOTAL DUE: \$3,526.00

Thank you,

Andrew Collings
Executive Director

Tax Abatement List

<u>Last name</u>	<u>First Name</u>	<u>Permit Number</u>	<u>Address</u>
Magnani	Jeffery & Kimberly	BP-2025-234	810 Academy Circle



NEVADA PUBLIC SAFETY DEPARTMENT

1209 6th Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4555

Item # 5F
Date: 8/10/2026



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: Aug. 6, 2026

RE: Recommendation for Fire Department Probationary Membership Status.
Mackenzie Arends, Eston Coe

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. Per department Standard Operating Guidelines for new applicants, it is my recommendation these applicants be approved as a probationary member of the 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

Item # 7
 Date: 8/10/2020

28-Jul-26

CONTRACT CHANGE ORDER # 3
 Balancing

P.O.# 0
 ACCT# 0

2026 Sanitary Sewer MH Rehab (Nevada Trunkline Sewer)

CONTRACTOR

Orchard, Inc
 (Name)
 400 NW Sunset Lane
 (Address)
 Grimes, Iowa 50111
 (City, State, Zip)

CHANGE ORDERS APPROVED TO DATE:

1	(\$2,600.00)	11	PREVIOUS APPROVED
2	\$12,070.00	12	CHANGE ORDERS
3		13	\$9,470.00
4		14	ORIGINAL CONTRACT:
5		15	\$132,740.00
6		16	CURRENT ADJUSTMENT
7		17	\$11,500.00
8		18	CUMULATIVE CHANGE
9		19	ORDER AMOUNT
10		20	\$20,970.00
			ADJUSTED CONTRACT
			\$153,710.00

Staff Approval

The contract is hereby modified and amended as follows:

ITEM	DESCRIPTION	UNIT	PRICE	QUANTITY	TOTAL
6.01	Casting/Chimney Replacement PCC Manholes	EA	\$2,900.00	3.00	\$8,700.00
6.02	Flat Top Casting Repair	EA	\$1,450.00	(3.00)	(\$4,350.00)
6.03	Replace Flat Top	EA	\$5,800.00	2.00	\$11,600.00
6.04	Revised Manhole Repair	EA	\$2,800.00	(3.00)	(\$8,400.00)
6.05	Remove Existing Concrete Collars and Backfill	EA	\$2,110.00	1.00	\$2,110.00
9.01	Site Restoration	SY	\$20.00	92.00	\$1,840.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00
		0	\$0.00		\$0.00

It is mutually agreed that the contract price is increased/decreased by: **Total: \$11,500.00**

payable/deductible immediately upon completion of the work called for in this order. As a result of this change order, the time for completion of the above-mentioned contract is hereby extended by an additional 0 days. This change order is incorporated into and governed by the above mentioned contract.

Accepted for Contractor:

Approved by the City of Nevada:

Contractor/Owner _____ Date _____

Mayor _____ Date _____

ACCOUNT NUMBER: 0
 PURCHASE ORDER: 4/27/2028
 CONTRACT DATE: \$132,740.00
 ORIGINAL CONTRACT AMOUNT: \$153,710.00
 ADJUSTED CONTRACT AMOUNT:

CITY OF NEVADA IOWA
 PUBLIC WORKS DEPARTMENT
 ESTIMATE 2 FINAL
 Date 7/21/2026

PROJECT NAME: 2026 SANITARY SEWER MH REHAB
 LOCATION(S): (NEVADA TRUNKLINE SEWER)
 CONTRACTOR: Orchard, Inc.
 ADDRESS: 400 NW Sunset Lane
 Grimes, Iowa 50111

NO	DESCRIPTION	UNITS	PRICE	CONTRACT	QUANTITIES	REMAINING	CONTRACT	ADJUSTMENT	PRICE	ACTUAL	REMAINING
					ADJUSTMENT						
1	DIVISION 1 - GENERAL (Not Used)										
2	DIVISION 2 - EARTHWORK (Not Used)										
3	DIVISION 3 - (Not Used)										
4	DIVISION 4 - SEWERS AND DRAINS (Not Used)										
5	DIVISION 5 - WATER MAINS AND APPURTENANCES (NOT USED)										
6	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS										
6.01	Casting/Chimney Replacement PCC Manholes	EA	\$2,900.00	30.00	(23.00)	0.00	\$87,000.00	(\$65,700.00)	\$20,300.00	\$0.00	\$0.00
6.02	Flat Top Casing Repair	EA	\$1,450.00	6.00	(3.00)	0.00	\$8,700.00	(\$4,350.00)	\$4,350.00	\$0.00	\$0.00
6.03	Replace Flat Top	EA	\$3,800.00	2.00	2.00	0.00	\$11,600.00	\$11,600.00	\$23,200.00	\$0.00	\$0.00
6.04	Reinforced Manhole Repair	EA	\$2,900.00	4.00	23.00	0.00	\$0.00	\$64,400.00	\$64,400.00	\$0.00	\$0.00
6.05	Remove Existing Concrete Collars and Backfill	EA	\$2,110.00	4.00	4.00	0.00	\$0.00	\$8,440.00	\$8,440.00	\$0.00	\$0.00
6.06	Install 36" Precast Barrel Pipe	EA	\$5,740.00	1.00	1.00	0.00	\$0.00	\$5,740.00	\$5,740.00	\$0.00	\$0.00
7	DIVISION 7 - STREETS AND RELATED WORK										
7.01	Remove & Replace Manhole Boxout	EA	\$2,800.00	1.00	1.00	0.00	\$2,800.00		\$2,800.00	\$0.00	\$0.00
8	DIVISION 8 - TRAFFIC CONTROL										
8.01	Temporary Traffic Control	LS	\$1,500.00	1.00	1.00	0.00	\$1,500.00		\$1,500.00	\$0.00	\$0.00
9	DIVISION 9 - SITEWORK AND LANDSCAPING										
9.01	Site Restoration	SY	\$20.00	407.00	92.00	0.00	\$8,140.00	\$1,840.00	\$9,980.00	\$0.00	\$0.00
10	DIVISION 10 - DEMOLITION (NOT USED)										
11	DIVISION 11 - MISCELLANEOUS										
11.01	Mobilization	LS	\$13,000.00	1.00	1.00	0.00	\$13,000.00		\$13,000.00	\$0.00	\$0.00
TOTALS:							\$132,740.00	\$20,970.00	\$153,710.00	\$0.00	\$0.00

ADJUSTMENT(S):
 LESS: 3% RETAINED:
 NET TOTAL:
 LESS PREVIOUS PAYMENTS:
 AMOUNT PAYABLE THIS ESTIMATE:

TOTAL ESTIMATED VALUE OF WORK PERFORMED:
 \$153,710.00
 \$0.00
 \$4,811.30
 \$149,098.70
 \$97,221.00
 \$51,877.70

Contractor Orchard, Inc. Date 8/4/26

Meyer _____ Date _____

RESOLUTION NO. 023 (2026/2027)

**A RESOLUTION ACCEPTING FINAL COMPLETION FOR THE TRUNKLINE
MANHOLE REHABILITATION PROJECT**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Orchard, Inc. to complete manhole repairs on April 28, 2026; and

WHEREAS, the project was completed on July 21, 2026, by the Contractor, and inspected by City staff and WHKS; and

WHEREAS, the completed total contract price is \$153,710.00; and

WHEREAS, WHKS & Co. and City staff have found that this project has been completed in substantial conformance with the contract documents and recommend acceptance of the work completed. The Statement of Final Completion and Owner's Acceptance of Work is submitted for execution.

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

1. Trunkline Manhole Rehabilitation Project has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Final Completion and Owner's Acceptance of Work be approved and executed by the Mayor.
2. In accordance with Iowa Code, the final retainage should be paid after a 30-day period to allow potential claims to be filed. Upon acceptance for the project by the City and the 30-day period, payment should be made to Orchard, Inc. for the final project retainage. This 30-day period is complete as of 9/9/2026 and therefore, retainage can be paid.

RESOLVED this 10th of August, 2026, by the City Council of the City of Nevada, Iowa.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

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



July 28, 2026

Honorable Mayor and Council Members
City of Nevada
Nevada, Iowa 50201

Dear Mayor and Council Members:

I hereby certify the **Nevada Trunkline Manhole Rehabilitation** project was completed in an acceptable manner by **Orchard, Inc.**, of Grimes, Iowa, in the amount of **\$153,710.00**.

Sincerely,

WHKS & CO.

A handwritten signature in blue ink, appearing to read "John Joiner", is written over the company name.

John Joiner, P.E.
Project Manager

cc: Jordan Cook, City Administrator
Erin Mousel, City Clerk
Derek Thomas, PE; WHKS

**STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK**

PROJECT: 2026 Sanitary Sewer Mahole Rehabilitation – Nevada Trunkline Sewer

OWNER: City of Nevada, Iowa; 1209 6th St, Nevada, IA 50201

ENGINEER: WHKS & Co; 1421 S Bell Ave, Suite 103, Ames, Iowa 50010

CONTRACTOR: Orchard, Inc; 400NW Sunset Lane, Grimes, Iowa 50111

I, the undersigned Engineer of the above referenced project, do hereby state that:

1. The construction provided pursuant to the Contract Documents, including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The **four-year guarantee and maintenance** requirement of the contract, secured by the Performance and Maintenance bond, shall become effective as of the Final Completion date of **July 21, 2026**.
3. The final payment authorized hereto and made a part thereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
4. The **total cost** of the Work as completed is One hundred fifty-three thousand, seven hundred ten and 00/100 Dollars (**\$153,710.00**).

I recommend, under the provisions of the Contract Documents, that the Work be accepted and that the final payment be made.

WHKS & Co:

By: 
John C. Joiner, P.E.

07/27/2026
Date

Accepted by Orchard, Inc:

By: 
Owner

Date: 8/4/24

Accepted by City of Nevada:

By: _____
Mayor

Date: _____

 AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

Nevada Trunkline Manhole Rehabilitation,
Nevada, IA

ARCHITECT'S PROJECT NUMBER:

OWNER ☒

CONTRACT FOR:

ARCHITECT ☐

Bond No. 8057230

CONTRACTOR ☒

CONTRACT DATED:

SURETY ☒

April 27, 2026

OTHER ☐

TO OWNER: *(Name and address)*

City of Nevada
1209 6th Street
Nevada, IA 50201

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Amerisure Mutual Insurance Company
26777 Halstead Road
Farmington Hills, MI 48331

, SURETY,

on bond of

(Insert name and address of Contractor)

Orchard, Inc.
400 NW Sunset Lane
Grimes, IA 50111

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to
(Insert name and address of Owner)

City of Nevada
1209 6th Street
Nevada, IA 50201

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 3rd, 2026
(Insert in writing the month followed by the numeric date and year.)

Amerisure Mutual Insurance Company

(Surety)



(Signature of authorized representative)

Lukas Schroder, Attorney-In-Fact

(Printed name and title)

Attest:
(Seal)



AIA Document G707™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 08/28/2017 23:47:56 under the terms of AIA Documents on Demand® Order No. 2009697633, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion. 040511 ACD-44



AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

LUKAS SCHRODER, KURT FELLER, ROBERT KOLLSMITH, AUSTIN NAUMAN,

JASON SMITH, JAMES SMITH, DORA B. STEVENS, DEBORAH KLING, TIMOTHY FOLEY

AIDAN HENRY, MASON STICKNEY, LAURI MENEUGH, CHRISTY RITCHIE AND CINDY BLAND

of TrueNorth Companies, LC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 21st day of April, 2026.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Michigan
County of Oakland

On this 21st day of April, 2026, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



KAY L. AIRTON
My Commission Expires
August 16, 2031
County of Livingston
Acting in the County of OAKLAND

Kay L. Airtton
Kay Airtton, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of August, 2026.

Christopher M. Spaude

Christopher M. Spaude, Chief Financial Officer & Treasurer

CONTRACT MODIFICATION

Project: 26/27 Street Reconstruction – N. Ave. 5th to 8th

Owner: City of Nevada

Contractor: Castor Construction, LLC

This Contract Modification is issued to incorporate the following additional work into the Contract. Pricing is based on the attached estimate/change order information.

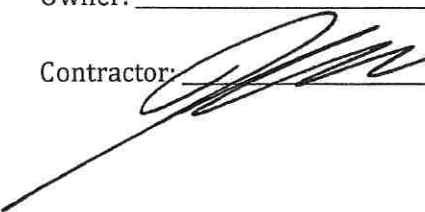
Description	Amount
Removal and reinstallation of 40' of 15" RCP due to conflict area. Cut hole to accommodate in the proposed structure not on plans. Realign and collar everything to specification.	\$8,270.00
Driveway, Paved, Type A, 6" (106.4 SY @ \$79.50/SY)	\$8,458.80
Remove existing clay tile and realign with 18" RCP from proposed SW-541 to proposed manhole due to conflict with sanitary sewer alignment on 5th and N; core existing storm sewer manhole to accept the realigned pipe connections.	\$11,690.00

Total Contract Modification Amount: \$28,418.80

This modification adjusts the Contract Sum by \$28,418.80. All other terms and conditions of the Contract remain unchanged.

Accepted By:

Owner: _____ Date: _____

Contractor:  Date: 8/6/26

Change Order No. _____

Date of Issuance: 07/23/2026

Owner: City of Nevada

Contractor: Con-Struct, Inc.

Engineer: HR Green

Project: Tributary to Indian Creek (Project B)

Effective Date: 04-14-2025

The Contract is modified as follows upon execution of this Change Order: 1

Description:

Additional Rip Rap Class E

Bid Item	ITEM DESCRIPTION	BID QUANTITY	NEW QUANTITY	UNIT	ADDED /SUBTRACTED QUANTITY	UNIT PRICE	NET CHANGE IN CONTRACT PRICE
18	MACADAM STONE	275.00	35.00	TON	(240.00)	\$45.00	-\$10,800.00
						Net Change =	-\$10,800.00

P.82

Original Contract Amount	\$137,844.00
Net Change by previously authorized Change Orders	\$32,405.21
Contract Sum prior to this Change Order	\$170,249.21
New Contract Sum Including this Change Order	\$159,449.21
Contract time will change by days	0

RECOMMENDED:

ACCEPTED:

ACCEPTED:

John Barnes

By:

Engineer (if required)

Title: Engineer

Date: 7-22-2026

By:

Owner (Authorized Signature)

Title:

Date:

By:

Contractor (Authorized Signature)

Title:

Date:

Approved by Funding Agency (if applicable)

By:

Title:

Date:

Item #

11

Date:

8/10/2026

RESOLUTION NO. 024 (2026/2027)

**A RESOLUTION ACCEPTING THE SRF SPONSORED PROJECT,
TRIBUTARY TO INDIAN CREEK (PROJECT B) AS SUBSTANTIALLY COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Con-Struct, Inc. to construct the SRF Sponsored Project – Tributary to Indian Creek (Project B) on April 14, 2025; and

WHEREAS, the project was substantially completed on July 23, 2026, by the Contractor, and inspected by City staff and HRG; and

WHEREAS, the completed total contract price is \$156,329.21; and

WHEREAS, HR Green, Inc. and City staff have found that this project has been completed in substantial conformance with the contract documents and recommend acceptance of the work completed. The Statement of Substantial Completion and Owner's Acceptance of Work is submitted for execution.

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

1. SRF Sponsored Project – Tributary to Indian Creek (Project B) has been completed in conformance with the construction documents and is hereby accepted; and the Statement of Substantial Completion and Owner's Acceptance of Work be approved and executed by the Mayor.
2. In accordance with Iowa Code, the final retainage should be paid after a 30-day period to allow potential claims to be filed. Upon acceptance for the project by the City and the 30-day period, payment should be made to Con-Struct, Inc. for the final project retainage. This 30-day period is complete as of 9/9/2026 and therefore, retainage can be paid.

RESOLVED this 10th day of August, 2026, by the City Council of the City of Nevada, Iowa.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

STATEMENT OF SUBSTANTIAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK

PROJECT: SRF Sponsored Project – Tributary to Indian Creek (Project B)

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

ENGINEER: HR Green, Inc., 5525 Merle Hay Road, Suite 200, Johnston, IA 50131

CONTRACTOR: Con-Struct, Inc., 305 S Dayton Avenue, Ames, IA 50010

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been substantially completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The 2-year guarantee and maintenance requirement of the contract, secured by the Performance and Maintenance Bonds, shall become effective as of the Substantial Completion date of July 23, 2026.
3. The total cost of the Work as completed is One Hundred Fifty Six Thousand, Three Hundred Fifty Nine and 21/100 Dollars (\$156,359.21).
4. The total cost of work yet to be completed related to the 2 remaining years of vegetation maintenance is Three Thousand Ninety and 0/100 Dollars (\$3,090.00).

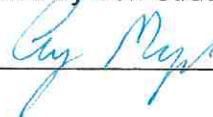
I recommend, under the provisions of the Contract documents, that the Work be accepted, and that the existing retainage of Four Thousand, Six Hundred Ninety and 78/100 Dollars (\$4,690.78) be released.

HR Green, Inc.

By 
Kate Barnes, PE

Date 7/23/2026

Accepted By Con-Struct, Inc.

By 

Date 7-24-26

Accepted By City of Nevada

By _____

Date _____

ORDINANCE NO. 1079 (2026/2027)

AN ORDINANCE AMENDING CHAPTER 76 OF THE NEVADA MUNICIPAL CODE (BICYCLE REGULATIONS) FOR THE ADDITION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS AND PERSONAL TRANSPORTATION DEVICES

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

SECTION 1. SECTION ADDED. The Codes of Ordinances of the City of Nevada is amended by adding a new section to Chapter 76 (Bicycle Regulations); Section 76.16 titled Bicycles and Personal Transportation Devices, is hereby adopted to read as follows:

76.16 Bicycles and Personal Transportation Devices

PURPOSE: The purpose of this Chapter is to set forth regulations for operating bicycles, electric scooters and personal transportation devices on the city's roadways, streets, sidewalks, and multi-use trails as enabled by *Code of Iowa*, Section 321.235 and 321.236[10].

DEFINITIONS:

1. "Bicycle" means either of the following: (1) A device having up to fourwheels and having at least one saddle or seat for the use of a rider, which is propelled by human power. (2) A low- speed electric bicycle.
(*Code of Iowa*, Sec. 321.1[40.c.])
2. "Bicycle lane" means a portion of a street designed for exclusive or preferential use by persons using bicycles, electric scooters or personal transportation devices. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.
3. "Electric scooter" means a device weighing less than one hundred pounds that is equipped with two or three wheels, handlebars, and an electric motor, and which is solely powered by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour, or both.
4. "Low-speed electric bicycle" means a device having a saddle or seat for the use of a rider, up to four wheels, equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:
 - a. "Class 1 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.
 - b. "Class 2 low-speed electric bicycle" means a low-speed electric bicycle equipped with a

motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.

c. “Class 3 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.1[36A.]

5. “Multi-use trail” means a way or place for the shared use and travel of bicycles, pedestrians, and other authorized devices, which is designated as and controlled by the local jurisdiction. No multi-use trail shall be considered as a street or highway.
6. “Other Power-Driven Mobility Device (OPDMD)” means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair.
7. “Personal Transportation Device” means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour, but excluding a bicycle or low-speed electric bicycle.
8. “Roadway” means that portion of a highway improved, designed, or ordinarily used for vehicular travel.
9. “Street” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

SCOPE OF REGULATIONS: These regulations shall apply whenever a bicycle, electric scooter, or personal transportation device is operated upon any public street, roadway, park road, any multi-use trail, sidewalk, or in any bicycle lane or other bicycle facility, subject to those exceptions and regulations stated herein.

TRAFFIC CODE APPLIES:

1. Every person, including a peace officer, riding a bicycle, electric scooter, or personal transportation device upon a roadway or in a bicycle lane shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State declaring rules of the road applicable to vehicles or by the Traffic Code of the City applicable to the driver of a vehicle, except as to those provisions that by their nature can have no application or those for which specific exceptions have been set forth regarding police bicycles. This does not apply to the use of a bicycle in a parade authorized by proper permit from local authorities.
(Code of Iowa, Sec. 321.234[2, 5])

2. Bicycles, electric scooters, or personal transportation devices are not subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of *Code of Iowa*, Chapter 321.
3. Riders of bicycles, electric scooters, or personal transportation devices are not required to have possession of a driver's license or permit.
4. Whenever such person dismounts from a bicycle, electric scooter, or personal transportation device, the person shall be subject to all regulations applicable to pedestrians.
5. A peace officer riding a police bicycle in the line of duty may do any of the following:
 - a. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation.
 - b. Exceed the maximum speed limits as long as the rider does not endanger life or property.(*Code of Iowa*, Sec. 321.231)

MOTOR VEHICLE OPERATIONS:

1. Bicycle lane right-of-way. Operators of all motor vehicles shall yield the right-of-way to bicycles, electric scooters, and personal transportation devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:
 - a. To park where parking is permitted.
 - b. To enter or leave the roadway or street.
2. Change Lane to Pass. The driver of a motor vehicle overtaking a person riding a bicycle, electric scooter, or personal transportation device, proceeding in the same direction in the same lane on a roadway or street shall pass to the left of the rider of the device in an adjacent travel lane or on the opposite side of the roadway or street and shall not again drive to the right side of the roadway or street until safely clear of the overtaken rider and device.
3. Lateral Passing Distance. The driver of a motor vehicle overtaking a bicycle, electric scooter, or personal transportation device that is traveling on a paved shoulder or in a bicycle lane, shall give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.
4. Opening Doors. No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.
5. Yield to persons in crosswalks. The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person riding a bicycle, electric scooter, or personal transportation device within any marked crosswalk or unmarked

crosswalk at an intersection or any multi-use trail crossing a roadway, street, or driveway.
(Code of Iowa, Sec. 321.327)

- ~~6. Parking. Drivers of motor vehicles shall not park in bicycle lanes or other bicycle facilities or multi-use trails.~~

ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES:

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a person riding a bicycle, an electric scooter, or personal transportation device on a roadway or street, including the adjacent shoulder.
2. A person shall not knowingly project any object or substance at or against a person riding a bicycle, an electric scooter, or personal transportation device on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

RESPONSIBLE RIDING:

1. Double Riding Restricted. A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle, electric scooter, or personal transportation device shall be used to carry more persons at one time than the number for which it is designed and equipped. This does not apply to the use of a bicycle, electric scooter, or personal transportation device in a parade authorized by proper permit from local authorities.
(Code of Iowa, Sec. 321.234[3, 4, 5])
2. Speed. A person shall not operate a bicycle, electric scooter, personal transportation device, or OPDMD at a speed greater than is careful and prudent at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the surroundings and environment, such as inclement weather, infrastructure conditions, and grade. A person shall not operate a class 3 low-speed electric bicycle on a bicycle lane or multi-use trail in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour. (Code of Iowa, Sec. 321.235B[9.b.]
3. Control of bicycle, electric scooter, personal transportation device, or OPDMD. The operator shall keep the device under directional, speed, and stopping control at all times.
4. Improper riding. No person shall operate a bicycle, electric scooter, personal transportation device, or OPDMD in an irregular or reckless manner so as to disregard the safety of the operator, others, or property.
5. Right of way. Riders of electric scooters, low speed electric bicycles, and other electric personal transportation devices shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human-powered devices shall yield right of way to pedestrians.
6. Emerging from an Alley or Driveway. The operator of a bicycle, electric scooter, or personal transportation device emerging from an alley, driveway or building shall, upon

approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.
(Code of Iowa, Sec. 321.353)

7. Class 3 Low-Speed Electric Bicycles. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.
(Code of Iowa, Sec. 321.235B[6])
8. Hand Signals. Riders of bicycles, electric scooters, or personal transportation devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:
 - a. Left Turn – left hand and arm extended horizontally to the left
 - b. Right turn – left hand and arm extended upward to the left or right hand and arm extended horizontally to the right
 - c. Stopping or slowing – left hand and arm extended downward.
9. Following Emergency Vehicles. No person riding a bicycle, electric scooter, or personal transportation device shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code section 321.1 which has emergency lights and/or siren activated, and shall not stop, park, or leave a bicycle within 500 feet of an emergency vehicle stopped in response to an emergency.
10. Towing. It is unlawful for any person riding upon any bicycle, electric scooter, or personal transportation device to attach the device or themselves to any moving motor vehicle by tow rope, hand grip or otherwise.

PLACE OF RIDING:

1. Paved Multi-use Trails. Bicycles, electric scooters, personal transportation devices, and OPDMD may be operated on paved multi-use trails, subject to the limitations of this Chapter. Riding of these devices are not permitted between the fields of the SCORE Park 4-Plex, identified as anything inside the outfield fence area.
2. Unpaved Trails. Bicycles, electric scooters, personal transportation devices, and OPDMD may be operated on unpaved trails, provided that they do not risk damage to the trail, surrounding environment, or pose a risk to the safety of other trail users.
3. Public Sidewalks.
 - a. Bicycles, electric scooters and personal transportation devices, may be operated upon the public sidewalks in a careful and prudent manner except where signs or pavement markings explicitly prohibit riding on the sidewalk or in specified dismount zones. Careful and prudent manner shall be consistent with CH#.07 Responsible Riding.
 - b. Bicycles, electric scooters and personal transportation devices shall not be operated in the business district (6th Street between I Avenue and N Avenue). The operator may dismount and walk these devices directly to their destination and directly away from their destination if utilizing the business district.
 - c. OPDMD may be operated by persons P.89 mobility disabilities on all sidewalks

provided that they do not risk damage to the sidewalks, surrounding environment, or pose a risk to the safety of other sidewalks users.

4. Roadways and Streets. When riding on the roadway or street, riders of bicycles, electric scooters and personal transportation devices shall ride in the same location and manner as motorized vehicles unless a sidewalk or multi-use trail is provided along the same corridor, in which case riders may choose to ride in the aforementioned location. Riders of bicycles, electric scooters, and personal transportation devices shall ride single file and to the right side of the roadway.

This section does not apply to the use of a bicycle, electric scooter or personal transportation device in a parade or special event authorized by the city.

PARKING:

1. Parking locations for bicycles, electric scooters, or personal transportation devices shall not interfere with access to the following:
 - a. an ADA-compliant pedestrian pathway
 - b. a fire hydrant
 - c. a US Postal Service mailbox
 - d. a crosswalk or curb ramp
 - e. loading zones
 - f. transit zones, including bus stops, shelters, or other passenger waiting areas
 - g. accessible parking spaces
 - h. street furniture or amenities that require pedestrian access
 - i. entryways
 - j. driveways.

EQUIPMENT REQUIREMENTS: Every person riding a bicycle, electric scooter, or personal transportation device shall be responsible for providing and using equipment as provided herein:

1. Every device when in use between sunset to sunrise and when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least 300 feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear, except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflector may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.
(Code of Iowa, Sec. 321.384 and Sec. 321.397)
2. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.
3. A device shall not be equipped with and a person shall not use upon such device any siren or whistle. This shall not apply to bicycles ridden by peace officer in the line of duty.
(Code of Iowa, Sec 321.434)

PENALTIES: An operator found to be in violation of this ordinance may be issued a citation under applicable State of Iowa code and City of Nevada code.

A police officer may impound a bicycles, electric scooters and personal transportation devices for a period of 24 hours if the operator is found to be in violation of this ordinance.

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

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

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

Passed and approved 1st Reading on this 13th day of July, 2026.

Passed and approved 2nd Reading on this 27th day of July, 2026.

Passed and approved 3rd and final Reading on this 10th day of August, 2026.

Ryan Condon, Mayor

Erin Mousel, City Clerk

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

RESOLUTION NO. 025 (2026/2027)

A RESOLUTION ACCEPTING AND APPROVING THE **CORRECTED** RETRACEMENT
PLAT OF SURVEY FOR K ELEMENTS, LLC, HIGHLAND PARK ADDITION TO
NEVADA, STORY COUNTY, IOWA

WHEREAS, on July 27, 2026, a Retracement Plat of Survey, Story County, Iowa, within the Jurisdiction of the City of Nevada, Iowa was submitted to the City Council of the City of Nevada, Iowa; and

WHEREAS, the Retracement Plat of Survey was approved by Resolution No. 018 (2026/2027) by the City Council; and

WHEREAS, there was a change made to the Retracement Plat of Survey in the corner labels; and

WHEREAS, it is the opinion of the City Council of the City of Nevada, Iowa, that it is advisable and in the best interests of the City of Nevada, Iowa, and of the citizens thereof that the **CORRECTED** Retracement Plat of Survey for K Elements, LLC be accepted and approved; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, that the **CORRECTED** Retracement Plat of Survey for K Elements, LLC, Highland Park Addition to Nevada, Story County, Iowa, be and hereby accepted and approved.

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

Passed and Approved this 10th day of August, 2026.

Ryan Condon, Mayor

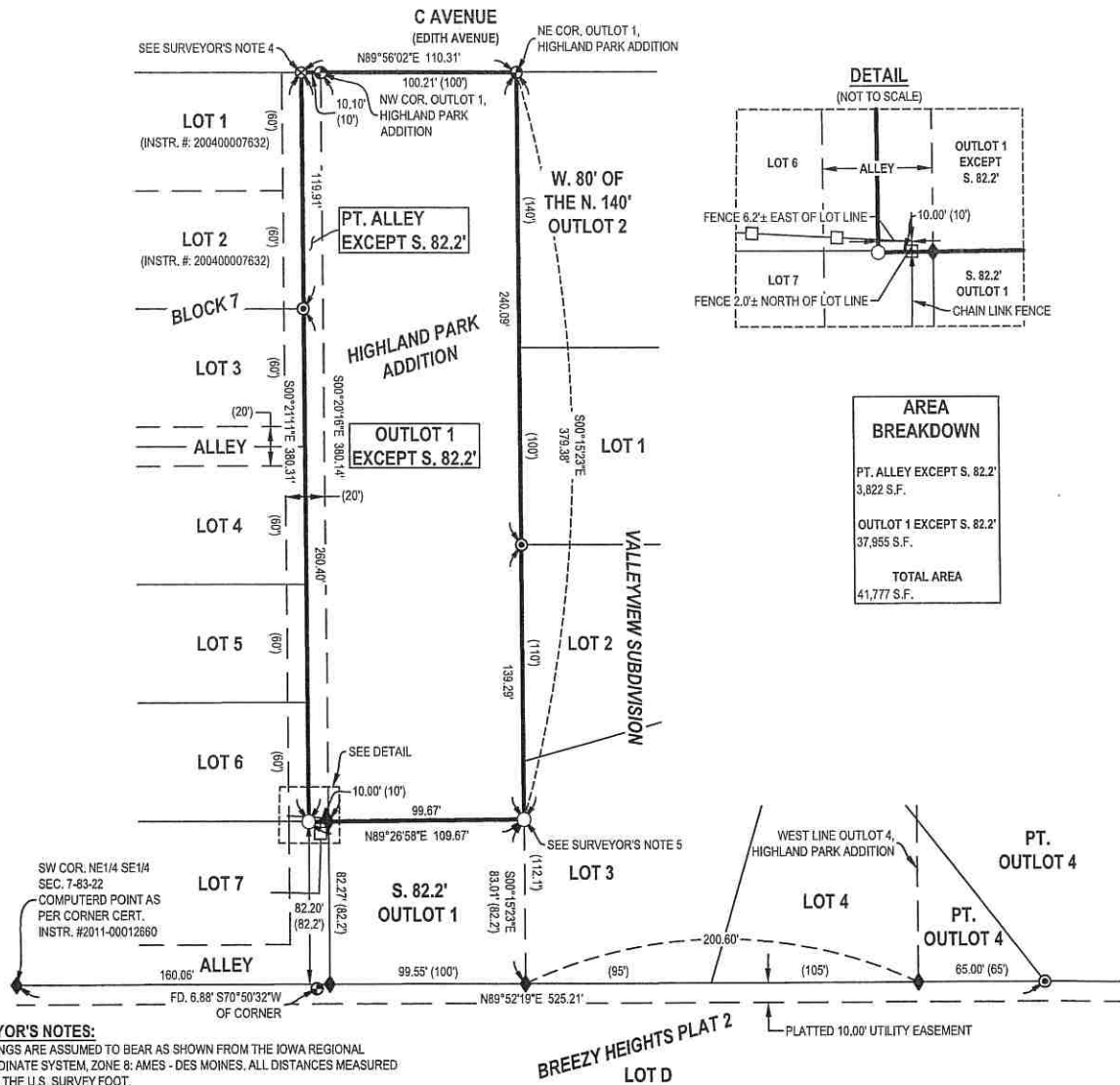
Attest:

Erin Mousel, City Clerk

Location: City: Nevada Subdivision: Highland Park Addition
Lot: Outlot 1 & Alley
Requestor: Lance Fjeldheim
Proprietor: K ELEMENTS, LLC
Surveyor: Stacy D. Teglmeyer, P.L.S. #29298
Prepared by Beck Engineering, Inc.
& Return to: 2480 Berkshire Parkway, Suite B
Clive, Iowa 50325
(515) 330-1538

Record Description (Instr. #: 2026-03263):

That portion of the North and South alley lying between Block 7 and Outlot 1 in HIGHLAND PARK ADDITION, Nevada, Story County, Iowa, and more particularly described as: Beginning at the Northwest corner of Outlot 1, thence West 10 feet; thence South to a point 82.2 feet North of the South line of Outlot 1; thence 10 feet East; thence North to the point of beginning, subject to covenants, conditions, restrictions and easements of record.



SURVEYOR'S NOTES:

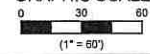
1. BEARINGS ARE ASSUMED TO BEAR AS SHOWN FROM THE IOWA REGIONAL COORDINATE SYSTEM, ZONE 8: AMES - DES MOINES. ALL DISTANCES MEASURED USING THE U.S. SURVEY FOOT.
2. ALL DIMENSIONS ARE TO RECORD CORNERS, NOT TO MONUMENTS CALLED OFF.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A FULL TITLE SEARCH. ADDITIONAL EASEMENTS, RECORDED OR UNRECORDED, NOT SHOWN ON THIS PLAT MAY EXIST.
4. FOUND 3/4" DRILL HOLE IN CONCRETE AS SHOWN ON INSTR. #: 20040007632. SET CUT 'X' ATOP SAID DRILL HOLE TO AID IN MONUMENT LOCATION.
5. FOUND 1/2" (D.I.) PIPE BENT, PRESERVED MONUMENT AT OBSERVED LOCATION WITH PINK CAPPED 1/2" REBAR #29298.
6. ANY DOCUMENTS REFERENCED ON THIS PLAT OF SURVEY ARE LOCATED IN THE STORY COUNTY RECORDER'S OFFICE UNLESS NOTED OTHERWISE.

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

7/28/2026
Date: Stacy D. Pegtmeier, P.L.E. #29298
License renewal date: 12/31/2027
Pages certified by this seal: 1



GRAPHIC SCALE



BEI PROJECT #: S26147

DRAFTED BY KLC

SURVEYED: JUNE, 2026 BY KLC



LEGEND

- FOUND 1/2" REBAR
 FOUND 3/4" (I.D.) PIPE
 SET CUT 'X' IN CONCRETE PAVEMENT
 SET PINK CAPPED 1/2" REBAR #29298
 COMPUTED POINT - NOTHING FOUND OR SET
 RECORD DIMENSION

MEMORANDUM

TO: Mayor and City Council

FROM: Jordan Cook, City Administrator, and Lucas Battani, Finance Director / Assistant City Administrator

DATE: August 5, 2026

RE: Downtown Facade Improvement Project: keeping all eight buildings in after the bid overage

The short version: bids for the Downtown Facade Improvement Project came in above the architect's estimate. The state CDBG grant is capped at \$650,000, so the increase falls on the local share. After the architecture firm negotiated the construction cost down, the building owners' combined share still rises from \$310,908 to \$549,242. At that level, the increase puts some addresses at risk of being pulled from the project. Covering half the increase materially lowers that risk and gives every project the best chance of moving forward. Staff recommends the City cover half of all owners' \$238,334 increase, about **\$119,167**. This recommendation fits within the funding the City already set aside for this project and requires no new appropriation. **As a reminder, this project is being paid for with Local Option Sales Tax, not property taxes.**

What happened

The project received a single bid, from Cornerstone Commercial Contractors, at \$1,494,027 on June 16. Rebidding risked losing the construction season with no guarantee of a better price, so the architecture firm negotiated scope reductions with the contractor that bring the expected construction cost to \$1,328,000. The contract will be awarded at the original bid amount and then reduced through change orders. The updated project budget:

Construction cost (negotiated, contingency removed)	\$1,328,000.00
Architectural fees	\$135,692.87
Permits / surveys / testing	\$10,000.00
CDBG grant administration	\$30,000.00
TOTAL PROJECT COST	\$1,503,692.87
Less state CDBG grant (capped)	(\$650,000.00)
Remaining local share (City + owners)	\$853,692.87

The state grant covers 50 percent of eligible costs up to a \$650,000 maximum. Because that cap is fixed, every dollar of increase lands on the City and the building owners.

The two options

The remaining \$853,692.87 is shared between the City and the eight participating owners. The tables below show each owner's cost under both options, and what each option costs the City.

Building	Original owner share	Owner pays, no extra assistance	Owner pays, with extra assistance
1028 6th St	\$20,295.00	\$60,175.50	\$47,119.40
1032 6th St	\$17,644.69	\$47,251.44	\$36,999.44
1038 6th St	\$66,019.59	\$131,939.34	\$103,312.86
1104 6th St	\$72,074.06	\$81,781.31	\$64,037.47
1110 6th St	\$39,156.56	\$53,915.81	\$42,217.86
1122 6th St	\$32,851.50	\$42,808.50	\$33,520.47
526 K Ave	\$31,634.63	\$70,595.13	\$55,278.32
532 K Ave	\$31,232.44	\$60,775.44	\$47,589.18
All eight buildings	\$310,908.47	\$549,242.47	\$430,075.00

With extra assistance, the City covers \$119,167 more in proportion to each project's size.

	No extra assistance	With extra assistance
Owners pay (total)	\$549,242.47	\$430,075.00
City pays (total)	\$304,450.87	\$423,617.87

Both options fit within the amount already budgeted. The extra assistance requires no new appropriation.

Why the extra assistance is worth it

- **It gives every project the best chance.** At the full \$549,242, we can guarantee that one or two of the addresses would be dropped from the project. With assistance, most participating owners have confirmed they will move forward, and the project has a strong chance of staying largely whole, though one address may still be dropped and final scope decisions rest with each owner. Every address that falls out shrinks the finished streetscape, buys less with the state's matching dollars, and leaves gaps in the block. Every city dollar here is still matched by the state grant and the owners' own money.
- **It sets the standard for Main Street.** A revitalized historic downtown is one of the best ways to attract new business. Renovated buildings are what draw the next tenant, and a restored storefront is the difference between a space that sits empty and one a new business wants to move into.
- **The evidence backs it up.** A University of Wisconsin Extension and Wisconsin Main Street study of 24 completed storefront improvement projects found that more than 80 percent of businesses gained first-time customers and over 90 percent saw sales increase, by roughly 20 percent on average, with restaurants benefiting most. Projects ranged from under \$3,000 to more than \$600,000, and half used a local grant or loan program like this one. Previously vacant buildings became income-producing, property owners reported higher building values and rents, and improvements

repeatedly inspired neighboring owners to invest in their own buildings. Read the study at economicdevelopment.extension.wisc.edu/files/2021/08/G3914.pdf.

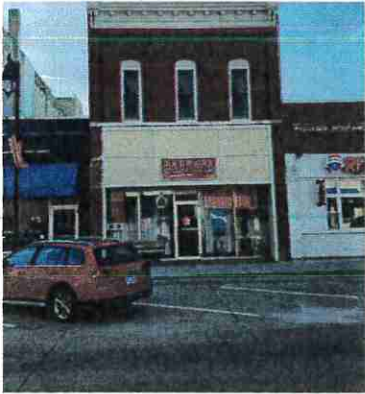
Requested action

Council direction at the next regular meeting to approve the extra assistance: the City covers half of the owners' \$238,334 increase, an additional **\$119,167** in **Local Option Sales Tax**, bringing the owners' combined share to \$430,075. The contract would be awarded at the bid amount and reduced through change orders, with all participating owners recommitting at their revised shares and work finishing by the contractor's summer of 2027 completion date within the CDBG grant window.

Before and After: what the project delivers

Renderings by Curtis Architecture & Design. Small adjustments may occur during construction.

1122 6th St (Harmony Clothing Closet)



BEFORE



AFTER

1110 6th St (Kockler Financial Center)



BEFORE



AFTER

1104 6th St (Briggs Block)



BEFORE



AFTER

1028 6th St



BEFORE



AFTER

Ben Franklin building, 6th Street frontage



BEFORE



AFTER

Ben Franklin building, K Avenue side



BEFORE



AFTER



Worth remembering: *The Ben Franklin building a century ago, when it housed the Palace Theater. These buildings are original Nevada. This project keeps them working for the next century.*

DATE: 8/4/2026

COUNCIL ACTION FORM

AGENDA ITEM: Aquatic Center Improvements

HISTORY:

With the Splash Pad project currently on hold, staff was asked by City Council to present options for aquatic center improvements using some of the funds originally allocated for the splash pad. This season we have already completed some general landscape clean-up and added a basketball hoop. To continue the improvements, the following information is being presented to council for their consideration: Two new water features in the zero-depth area along with the addition of a dry play structure in the current sand play area. Below is information on replacement of water features and the addition of a play structure in the current sand play area.

Replacement of water features: Two of our current water features are aged and have lost their play functionality. Several companies were given the opportunity to submit proposals on the replacement of the two water features. Two proposals were received. One proposal from Commercial Recreation Specialists (CRS) and one from Pool Tech Midwest. Both proposals are included for your review. The park board consensus was to accept the proposal from CRS.

Addition of Play Structure: All play equipment previously located in the sand play area has reached its life expectancy and has been removed due to unsafe conditions. A dry play component was to be incorporated within the splash pad design. Transitioning that dry play area to the current sand play area will allow for this component to be an integral part of the aquatic center. Again, several companies were given the opportunity to submit proposals, in which 7 were received. The park board is currently reviewing those proposals and will bring back a recommendation at the next council meeting after their August 19 meeting.

QUOTES AND PRICING:

Included with this action form are the proposals for the two aquatic play features from both CRS and Pool Tech Midwest.

OPTIONS:

1. Accept the proposal from CRS for the replacement of two water features at cost of \$56,105.50.
2. Do nothing at this time.

RECOMMENDATION:

The Park Board and staff recommend proceeding with Option #1.

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



CITY OF
NEVADA

JULY 2026

PROPOSAL FOR: AQUATIC CENTER ZERO DEPTH REPLACEMENT FEATURE

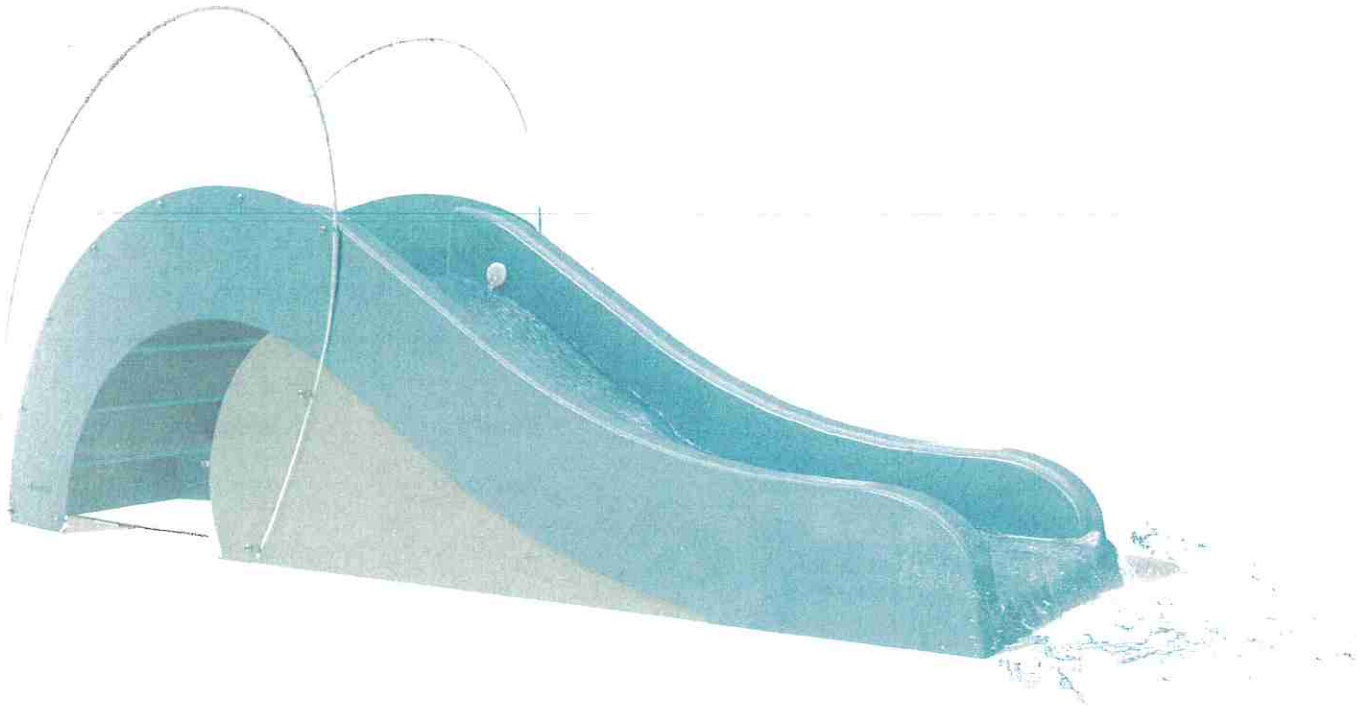
NEVADA, IA



COMMERCIAL RECREATION SPECIALISTS

Cole Moeller
608.845.0340
Cole@crs4rec.com

Product Cutsheets and Specifications



**The product shown in the image may differ from the actual product sold.*

Ideal age group: 2-5 year old

VOR 7257 SLIDENUK

PRODUCT HIGHLIGHTS

SlideNuk offers a fun and safe first waterslide experience for your youngest visitors!

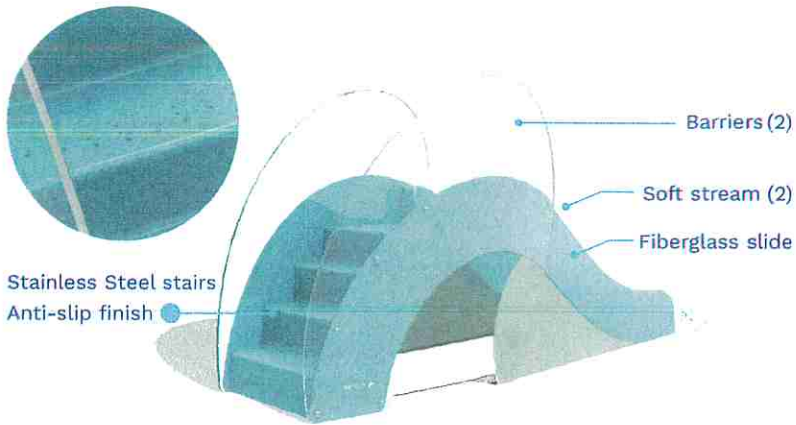
- Soft water jets create a gentle ride designed for 2-5 year olds
- Clear side panels facilitate lifeguard and parent supervision
- Toddler sized stairs with anti-slip finish promote independence and develop gross motor skills

* Recommended installation in supervised areas

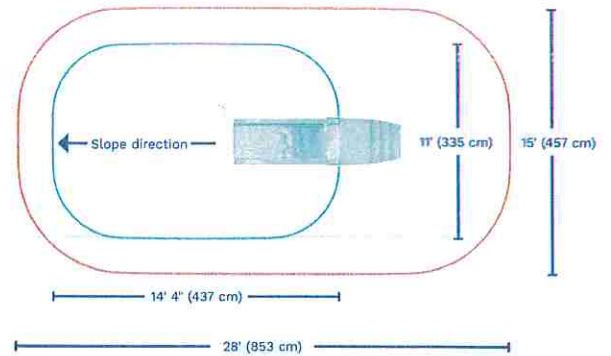


VORTEX-INTL.COM • INFO@VORTEX-INTL.COM
1.877.586.7839 (free USA/CANADA)
+1.514.694.3868 (INTERNATIONAL)

Product Cutsheets and Specifications



Spray Zone - Safety Zone



H./W./L.

53/33/117 in
135/84/297 cm

Color choices

Slide + Stairs: Selected Vortex colors
Structure: Vortex Steel colors

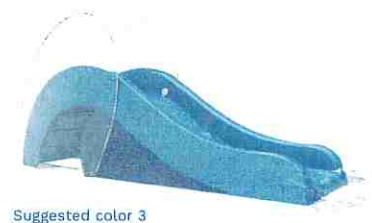
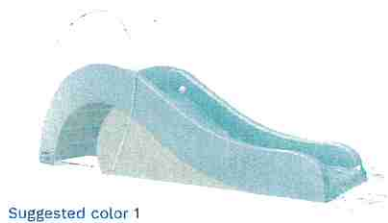
Flow

8-14 GPM
30-53 LPM

Pressure

1.5-2.5 PSI
0.1-0.2 BAR

Color propositions



Installation

- Installation on a flat surface or on a slope up to 1:12 maximum
- Slide must be installed in the same direction of the slope
- Maximum water depth of 12" at the bottom of the slide
- 36" x 76" Landing Mat sold separately and required if flooring is not soft surfacing



VORTEX-INTL.COM • INFO@VORTEX-INTL.COM
1.877.586.7839 (free USA/CANADA)
+1.514.694.3868 (INTERNATIONAL)

Product Cutsheets and Specifications



DualSpray™

Turn, aim and push to spray the other side!

VOR 7282 APEX

The name says it all. APEX is the ultimate challenge. With DualSpray™, SeeFlow™, and surprise bucket splashes, this high-energy game keeps kids and even teens engaged in nonstop action.

Product Highlights

- Two DualSpray™ on each side let players react quickly to spray and dodge opponents
- Two buckets add unexpected splashes, keeping the game exciting and unpredictable
- APEX unites kids, teens, and parents for an interactive and competitive splash pad experience

Ideal Age Group: 8+



*The product shown in the image may differ from the actual product sold.



VORTEX-INTL.COM • INFO@VORTEX-INTL.COM

1.877.586.7839 (free USA/CANADA)

+1.514.694.3868 (INTERNATIONAL)

H/W/L

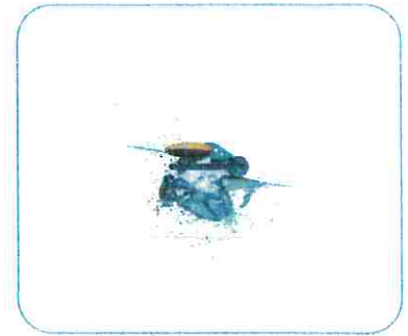
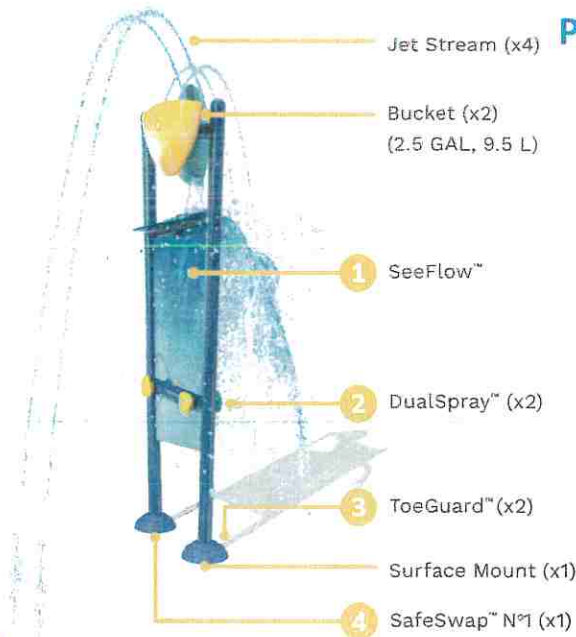
140.5/65/32 in
357/165/81 cm

Flow

9-11 GPM
34-42 LPM

Pressure

6-8 PSI
0.4-0.6 BAR



SprayZone
18 x 21.5 ft
549 x 655 cm

Color Selection



Color Combo N°1

Structure: Vortex colors
SeeFlow™ Panel:
Feature parts:



Color Combo N°2

Structure: Vortex colors
SeeFlow™ Panel:
Feature parts:

Product Innovations

This product features the following technologies that are unique to Vortex:



1 SeeFlow™

- Impact-resistant polymer resistant to UV rays and chemicals
- Colorful reflections are created with the combination of bright colors, water, and sunlight



2 DualSpray™

- Kids turn 360°, aim, and push DualSpray™ to activate sprays on the other side
- Inspire endless playful games and splash battles, keeping kids engaged in interactive water fun
- Made from durable polymer with impact resistance, UV protection, and anti-fungus properties



3 ToeGuard™

- Protects children's toes from anchoring hardware
- Durable, vandal and chemical resistant
- Soft-touch Elastomer
- Infused with a UV resistant bright color



4 Anchoring System SafeSwap™

- Attractive ground caps can be substituted for future play products
- Easily move products from one location to another at no additional cost
- Structural stainless steel base for maximum strength



VORTEX-INTL.COM • INFO@VORTEX-INTL.COM
1.877.586.7839 (free USA/CANADA)
+1.514.694.3868 (INTERNATIONAL)



COMMERCIAL RECREATION SPECIALISTS

Price Sheet

Pricing Form

Total Equipment Price	\$ 36,250.00
Total Installation Price	\$ 17,600.00
Total Freight Price	\$ 4,200.00
Total Sourcewell Discount	\$ 1,944.50-

Final Total\$ 56,105.50

Name of Firm: Commercial Recreation Specialists

Name of Representative: Cole Moeller

Authorized Signature: *Cole Moeller*

Date: 7/30/2026

Address: 807 Liberty Drive, Suite 101, Verona WI 53593

Phone: 319-331-7640

E-mail Address: cole@crs4rec.com

PLEASE NOTE: THE QUOTES ARE SEPERATED BY INSTANTATION AND
PRODUCT BECAUSE OF THE APPLIED SOURCEWELL DISCOUNT.



Commercial Recreation Specialists
807 Liberty Drive
Suite 101
Verona, WI 53593
608-848-8781

Quote

Quote Number: QUOTE-0050142
Quote Date: 07/30/2026
Quote Valid Through: 08/29/2026
Payment Terms: Net 30

Bill To:

City of Nevada Parks & Rec
825 15th Street
Nevada, IA 50201

Ship To:

City of Nevada Parks & Rec
825 15th Street
Nevada, IA 50201
515-382-4352
thansen@cityofnevadaiaowa.org

Customer City of Nevada Parks & Rec	Customer PO Number	Sales Rep Name Cole Moeller
Need by Date 2026	Earliest Arrival Date	Latest Arrival Date

Item	Description	Qty	Unit Price	Ext Amount
Labor - Subcontract Labor	Installation of Aquatic Center Feature Replacements: Apex and Slidenuk	1	17,600.00	17,600.00

Scope of Work:

- o Mobilize to site
- o Demo/dispose of existing features
- o Sawcut/demo pool floor to expose existing piping/embeds
- o Supply/install new piping tie-ins for features and install SafeSwaps as required
- o Pour back new pool floor. Supply/install waterstop at joints
- o Paint pool floor to near match existing
- o Install new play features on pool

Exclusions:

- Permitting
- Exact Paint matching on pool
- Receiving, offloading, storage prior to installation.
- Private/Public utility locate required (Unmarked utilities responsibility of Owner).
- Permits and permitting fees not stated above.
- Deliver/provide all equipment to the site prior to arrival
- Site restoration.
- No prevailing wages.

Subtotal	\$17,600.00
Sales Tax	\$0.00
Total	\$17,600.00

Terms:

down payment due upon acceptance of quote
Remaining amount due upon substantial completion.

Note: Please review the above information carefully. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your deposit and approval. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method.

Customer Acceptance: _____ Date: _____

QUOTE



Account Name: City Of Nevada - IA

Created Date: 6/16/2026 9:44 AM

Project Name: 45886-Fawcett Family Aquatic Center_Nevada_IA

Quote Number: QUO-34817-L4R7T1

Project ID: 45886

Quote Name: 45886-Fawcett Family Aquatic Center_Nevada_IA

Bill To Name: City Of Nevada - IA

Prepared By: Karla Samaniego

Bill To Address: 1209 6th St
Nevada, IA 50201
USA

Email: ksamaniego@vortex-intl.com

Cooperative

Purchasing: Sourcwell contract #101625-VOR

Contact Name: Cole Moeller

Phone: 319.331.7640

Email: Cole@crs4rec.com

VOR	Product No.	Product Name	Description	QTY	List Price	Total Price
1- Play Products					36,250.00	36,250.00
7282	146545-304L	APEX (SW,PC)		1	20,450.00	20,450.00
7257	128253-304L	SLIDENUK W GRAPHICS (PC)	With Landing Mat. Slide Color must be the same as Stair Color.	1	15,800.00	15,800.00
5- Discount					(1,944.50)	(1,944.50)
	12010	Buying Group - Products	Sourcwell	1	(1,944.50)	(1,944.50)
7- Installation Kits					0.00	
	101143-304L	INSTALLATION KIT #SAFESWAP NO1		1		
	101146-304	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT		1		
	102313	TOOL KIT #0 :		1		
	102314	TOOL KIT #1 :SECURITY BITS (ALL)		1		
8- Parts					0.00	
	106887	LANDING MAT (GLUED) 36" X 76" ASSEMBLY		1		
9- Transport					4,200.00	4,200.00
19030	19030	Freight Fee		1	2,200.00	2,200.00
19020	19020	Embed Freight Fee		1	1,200.00	1,200.00
18020	18020	Packaging Fee		1	800.00	800.00

Additional Information

Priced for 2026 delivery.

Controller, drain, activator and WMS are not included.

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
3500 South Dupont Highway, Suite EP-101, Dover, DE 19901
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Total Summary

Customer Signature:

Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.

Products:	36,250.00
Discount:	(1,944.50)
Transport:	4,200.00
Subtotal:	38,505.50
Total:	38,505.50
Currency:	US Dollar
Incoterm:	

Terms & Conditions

Products Payment Terms: Product <\$100K: 50% deposit at PO, 50% Net 45

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

VORTEX LIMITED WARRANTY

All Vortex Aquatic Structures International Inc. and Vortex USA Inc. ("Vortex") aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below, subject to the exclusions listed below.

REGISTRATION OF THIS WARRANTY

All warranties commence on the latest of (1) the date of Vortex's invoice, or (2) delivery of the Vortex aquatic play equipment at the site.

Should any product defect, deficiency or nonconformity appear within the applicable warranty coverage periods, Vortex shall, upon being notified in writing promptly by the Owner after discovery of the defect, deficiency or nonconformity and within the applicable warranty period, correct such defect, deficiency or nonconformity either by repairing any defective part or parts, or by making available a replacement part within 90 days of receiving written notification by the Owner.

WARRANTY COVERAGE PERIODS

25 YEARS	10 YEARS	5 YEARS	2 YEARS	1 YEAR
Stainless steel tubing	- Structural Stainless Steel* - Weld workmanship - Spraylink™ underground system	- Aluminum - Brass - Spray nozzles - Barrier Panels - UV disinfection system**	- Finishes (Paint adhesion) - Galvanized steel structure - Plumbing Components - Mechanism & Hardware - Polymer (all plastic & rubber components)	- Concrete Components - Electrical Components - Paint graphic & Decal - Fiberglass composite

*Stainless steel used for climbable structures or used to hold a minimum weight of 240 lbs.

** The warranty for UV disinfection systems is provided directly by the Original Equipment Manufacturer (OEM) under their published terms and conditions. Customers are responsible for registering the warranty, ensuring annual servicing by a certified representative using original parts, and contacting the OEM for any claims, repairs, or replacement components. The main unit (excluding consumables) is covered for five years with annual service or one year without; consumables have limited warranty periods. Vortex assumes no responsibility for warranty administration, costs, or delays, and non-compliance with OEM requirements will void the warranty.

Except as expressly set out herein, all third-party warranties provided by the manufacturers and/or distributors of components, equipment, and parts ("Manufacturer") used on Vortex products are hereby assigned to the Owner, to the extent permitted by law and the Manufacturer. Such third-party warranty shall become the Owner's sole and exclusive remedy with respect to any defect, deficiency or nonconformity of such items. Any assistance provided by Vortex and/or its authorized representatives with regard to third-party warranties shall not constitute an assumption of the Manufacturer's liability for any defect, deficiency or nonconformity relating to its products.

VORTEX LIMITED WARRANTY (CONT.)

ENVIRONMENTAL PARAMETERS

Indoor Pool Air Quality

Vortex warrants its products as long as the environment meets or exceeds ANSI / ASHRAE 62.1:2013 or equivalent ventilation for acceptable indoor air quality as well as industry best practices.

Water Quality (Water Recirculation / Fresh Water)

Vortex warrants its products as long as the water quality meets the below chemistry profile and industry best practices:

pH: 7.4-7.6	Free chlorine: 1-5 PPM	Alkalinity: 80-100 PPM
Calcium hardness: 250-350 PPM	Total hardness: 225-250 PPM	Copper/Iron/manganese: Not present
Stabilizer: 40-60 PPM	Saturation index: -0.3 to +0.3	Salt concentration/salinity: 2500-4500 PPM

Outdoor Environmental Conditions

Vortex warrants the performance of the materials used in its products under the following environmental conditions:

Ultraviolet light	Salt exposure	Temperature	Humidity
Powder-coat paint: ASTM D523: 80-95+ - ASTM D523: 55-65 &/or DIN 67530 EN ISO 2813 Plastic: 6,000 kJ or 12,000 kJ of exposure	Paint: ASTM B117 &/or DIN EN ISO 9227 Salt spray resistance: 1000 hrs	Plastic: ASTM D648 &/or ISO 75-2/Be	Paint: ASTM D2247 &/or ISO 6270-1 Humidity resistance: 1000 hrs Plastic: ASTM D 570 & ISO 62 Water absorption: 0.15- 0.2%

EXCLUSIONS TO LIMITED WARRANTY

This Limited Warranty does not apply to the following items:

1. Careless manipulation (including but not limited to mishandling, repackaging and transport) and storage of Vortex equipment (products, systems, subassemblies and parts);
2. Exceeding product and system design capacities;
3. Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex;
4. Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed;
5. Failure to meet the listed environmental parameters;
6. Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex;
7. Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing;
8. Use of non-original Manufacturer replacement parts or failure to comply with any third-party warranty by a Manufacturer;
9. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than Vortex or its authorized representatives in any respect which, in the judgment of Vortex, affects the condition or operation of the structures and or components;
10. Products, equipment and parts that are exposed to water chemistry profiles outside the listed environmental parameters and swimming pool industry standards, local codes, health and safety standards, acts or regulations, applicable in the jurisdiction in which the equipment was installed;

VORTEX LIMITED WARRANTY (CONT.)

11. Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions;
12. Accidental damage, fire, acts of God or other unforeseeable and irresistible circumstances outside the control of Vortex;
13. Personal injury due to reckless or improper use of Vortex equipment;
14. Vandalism;
15. Failure or neglect to carry out regular inspection and maintenance of Vortex equipment according to best practices and the procedures and documentation provided by Vortex's user manuals, taking into account its frequency of use and the surrounding environmental conditions;
16. Product installed within 500 yards of saltwater shoreline will be covered for half the period of the standard warranty up to a maximum of 5 years, for defects caused by corrosion;
17. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading, or oxidation of gel coat, fabrics, vinyls, plastics, painted items or stainless steel finishes.

CONTACT US

To make a claim under this Limited Warranty, please contact your local Vortex representative or send your written notice of warranty claim, along with proof of purchase containing the original project number and/or project name to Vortex by:

Email: support@vortex-intl.com

Mail: Vortex Aquatic Structures International, 7800 Trans Canada, Pointe-Claire, QC, H9R 1C1, Canada

Fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex is not liable for any incidental expenses, inconvenience or loss related to making a warranty claim. For approved warranty replacements, Vortex shall deliver the repaired or replacement part or parts to the Owner via economical ground shipping, free of charge, within the first year of this Limited Warranty. After that period, shipping charges will be charged to the Owner. Vortex will not be responsible for (a) providing labor or the cost of labor for the removal of the defective, deficient or nonconforming part or parts and (b) for the installation of any replacement part or parts provided under this Limited Warranty. Replacement parts will continue to be warranted for the balance of the original warranty coverage periods. For clarity, any part replaced by Vortex will not benefit from the renewal of any coverage period applicable thereto. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits or costs for removal and installation required to perform repairs or replacements, including any labor, travel and rental equipment costs arising out of this Limited Warranty or any other agreement between the parties, the settlement of any warranty claims made hereunder, and the use or the repair of the products.



vortex-intl.com
Vortex Aquatic Structures International

1.877.586.7839 (USA & Canada)
+1.514.694.3868 (International)



Nevada Community Center
1717 Fawcett Parkway
Nevada, Iowa 50201

Summary of Work:

- Removal of Existing Water Features
- Furnish New Water Features
- Install Water Features

Mix and Match	\$117,551.77
---------------	--------------

Select a Group

(1 & 2)	\$87,425.45
(3 & 4)	\$94,914.10
(5 & 6)	\$107,235.99
(3 & 7)	\$79,481.79

Lead times vary by manufacturer. From
4-6 weeks all the way to 10-13 Weeks.



POOL TECH™

A WGHK Inc. COMPANY



Nevada Community Center
1717 Fawcett Parkway
Nevada, Iowa 50201

1



2



4



3



6



5



7

Fun Forms™
Simple Slide



FunForms™ Aqua Slides

THEMED CREATIONS WITH COOL SPRAY EFFECTS



WATER ODYSSEY™
BY FOUNTAIN PEOPLE
A PLAYCORE Company



Devan Dolphin

Note: Final product may vary from rendering.

Activity

This Aqua Slide is designed for ages 2-5 with a straight chute that exits below the cresting dolphin. Optional water effects include an arching fan jet from the dolphin's mouth for enhanced play value.

Mode: F1005

-  8 GPM at 3 PSI (30 LPM at 0.21 BAR)
30 GPM at 5 PSI (114 LPM at 0.34 BAR)
-  6'-8" / 3'-2" / 5'-4"
(203 / 97 / 163 CM)

Features & Benefits

- Can enhance your facility's theme.
- Coated with Aqua Armor - the most durable Chlorine UV and vandal resistant coating in the industry.
- Interchangeable with other Fun Forms™ spray features.
- ASTM compliant.

CREATING COMPELLING AQUATIC PLAY EXPERIENCES
512.392.1155 | www.waterodyssey.com

FUN FORMS AQUA SLIDE™

HAND-CARVED CREATIONS WITH COOL WATER EFFECTS



WATER ODYSSEY™

BY FOUNTAIN PEOPLE

A PLAYCORE Company



SIMPLE SLIDE

ACTIVITY

This Aqua Slide is designed for ages 2-5 with a single straight slide that exits the front.

- Coated with Aqua Armor - the most durable Chlorine, UV and vandal resistant coating in the industry
- ASTM compliant

MODEL: F1111



FLOW: 8 GPM | 30.3 LPM
PRESSURE: 3 PSI | .21 BAR



L/W/H: 6'8" x 2'2" x 4'6"

1 Chute: Recommended for ages 2-5

TECHNICAL NOTES

- Shown designed for flat areas (less than 2% slope/cross slope.) For slopes greater than 2%, in water applications or pool edge configurations consult with Water Odyssey.
- Optional slide mats recommended.
- Visual and dimensions are approximate - final dimensions and colors may vary.

CREATING COMPELLING AQUATIC PLAY EXPERIENCES

512.392.1155 | www.waterodyssey.com



**Metro
Oasis
Series**

AQUA TABLE TOP

Length/ width: 6'-4" and 4'-5" DIA
height: 4'
gpm: 10 gpm
splash area: 7'



A DIVISION OF EMPEX INDUSTRIES LIMITED

AQUAWAVE T450



A DIVISION OF EMPEX PRODUCTIONS LIMITED

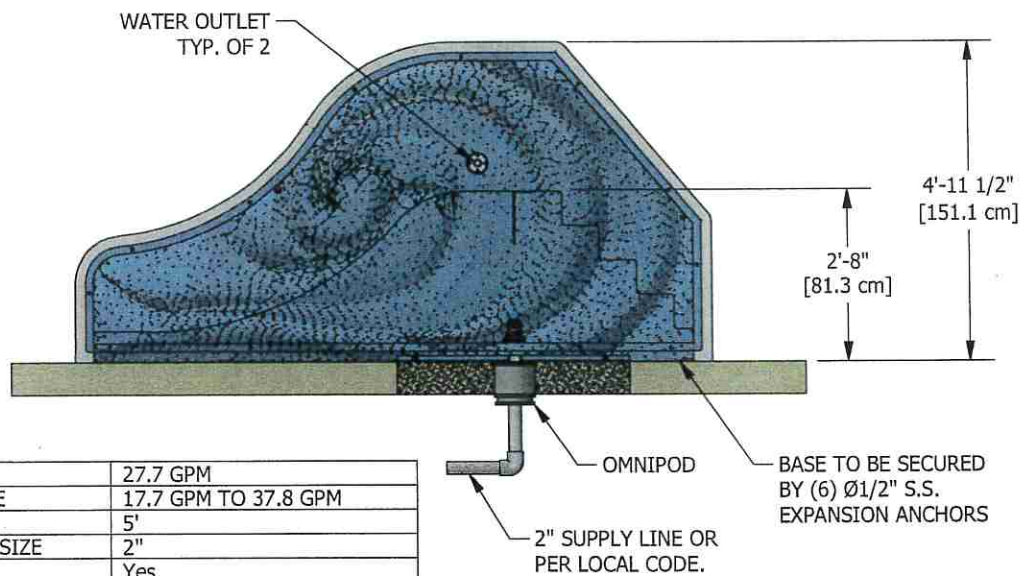
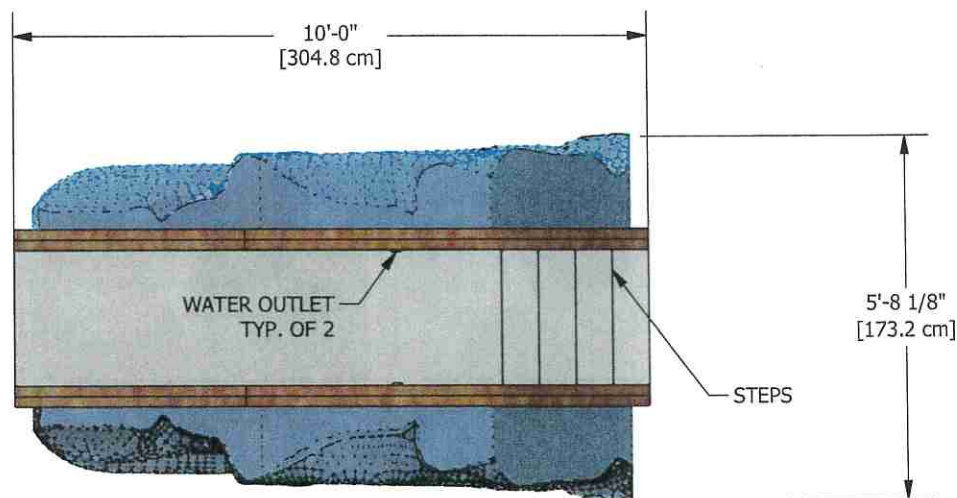
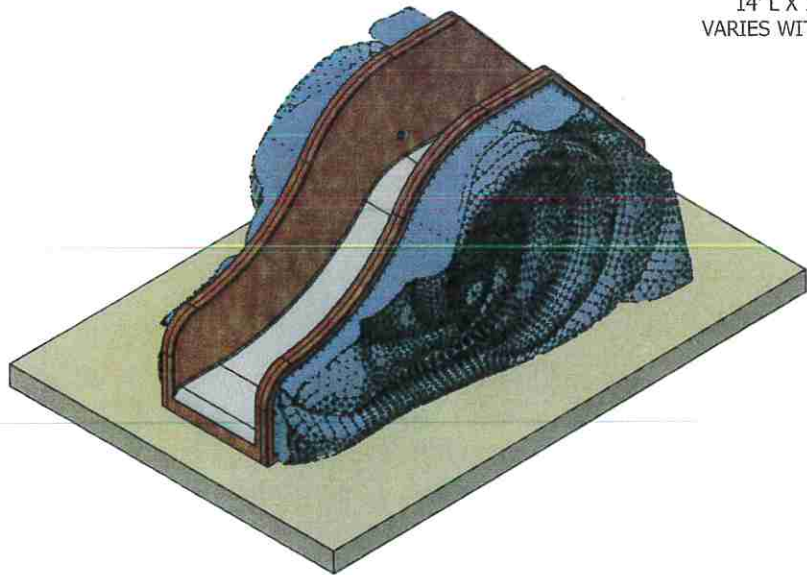
WARNING:

DO NOT EXCEED THE MAXIMUM FLOW RATE OF 37.8 GPM.

NOTE:

- #1 CONCRETE MUST BE LEVEL 2'-0" IN DIAMETER CENTERED ON THE WATER SUPPLY.
- #2 HEAD REQUIRED MEASURED FROM BASE OF FEATURE.
- #3 SUPPLY LINE TO BE SOLVENT WELDED TO OMNIPOD FEATURE RECEIVER.
- #4 CONCRETE TO BE 6" MINIMUM THICKNESS OR PER LOCAL CODE.
- #5 ALL MOUNTING POINTS MUST BE WITHIN $\pm 1/4"$ OF THE SAME ELEVATION UNLESS OTHERWISE NOTED.
- #6 FLOW RATES CALCULATED BASED ON THE FOLLOWING VELOCITIES:
MINIMUM: 7 FPS
INTENDED: 11 FPS
MAXIMUM: 15 FPS

AREA OF INFLUENCE:
14' L X 10' W
VARIES WITH FLOW



INTENDED FLOW	27.7 GPM
GPM OPERATION RANGE	17.7 GPM TO 37.8 GPM
HEAD	5'
MINIMUM SUPPLY LINE SIZE	2"
RECIRCULATED WATER	Yes
POTABLE WATER	Yes
SALT WATER	Yes
OMNIPOD COMPATIBLE	Yes
NUMBER OF PEOPLE TO INSTALL	2
MANHOURS TO INSTALL	2

AGE AND WEIGHT GUIDELINES

2-6	7-12	13+	WEIGHT LIMIT
X	X		150 LBS

WWW.RAIN-DROP.COM



T-419.207.1229

F-419.207.8902

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF RAIN DROP PRODUCTS LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF RAIN DROP PRODUCTS LLC IS PROHIBITED.

PRODUCT NAME

BIG KAHUNA WAVE SLIDE, OMNI

SHEET 1 OF 1

PRODUCT PART #

WVSL-002-OM

REV

1

©2014 Rain Drop Products, LLC

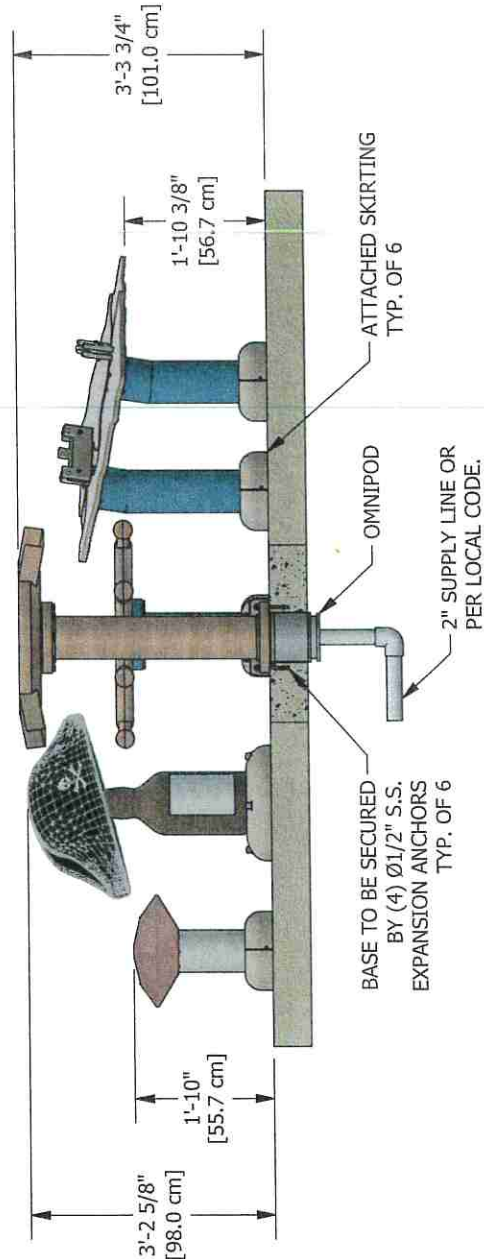
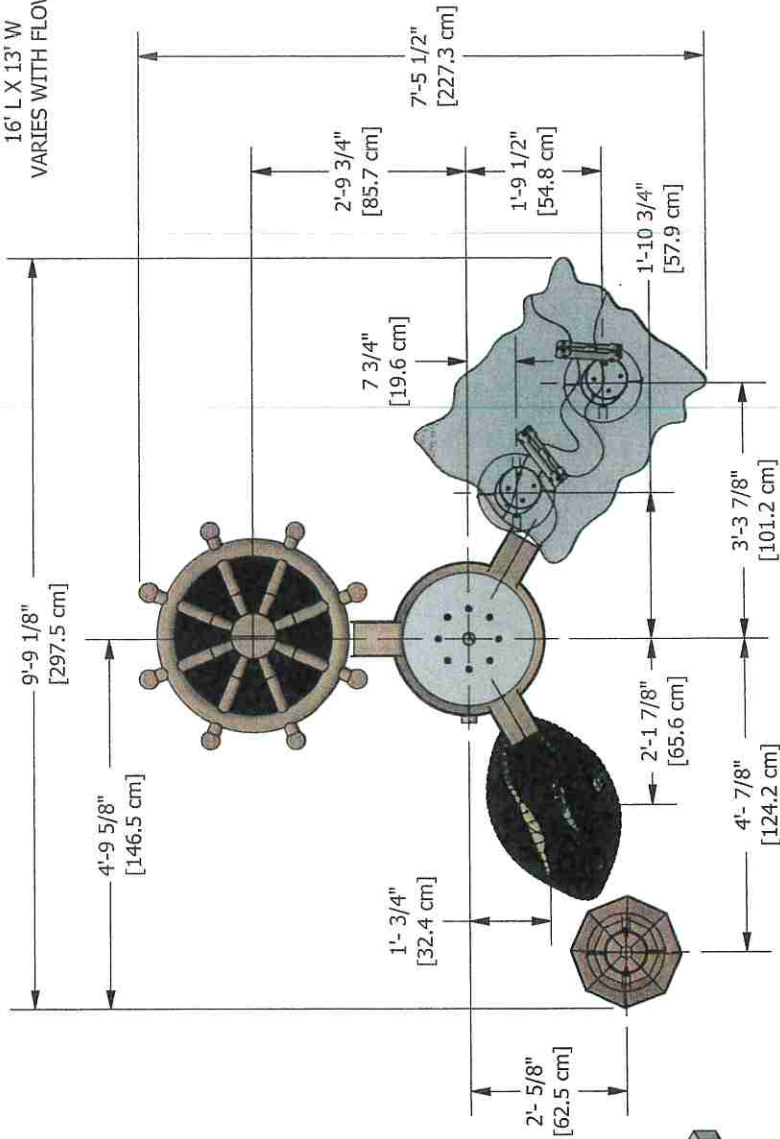
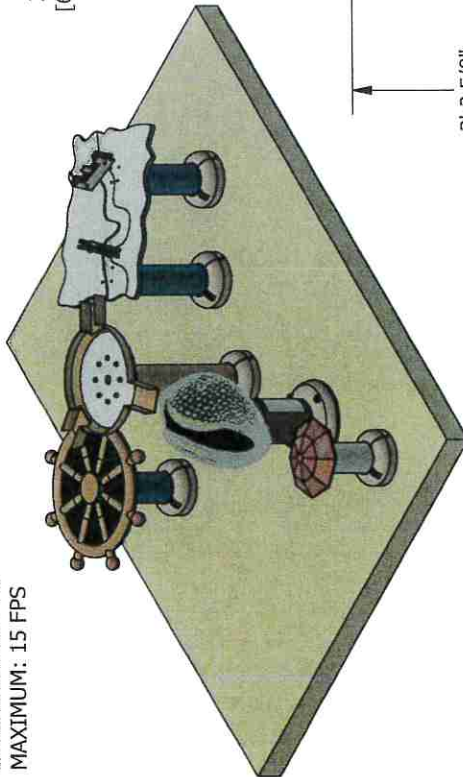
Vault workspace\Designs\Above Ground Features\Aqua Run\WVSL-002-OM\WVSL-002-OM-ZCS.idw

WARNING:

DO NOT EXCEED THE MAXIMUM FLOW RATE OF 40.9 GPM.

NOTE:

- #1 CONCRETE MUST BE LEVEL 2'-0" IN DIAMETER CENTERED ON THE WATER SUPPLY.
- #2 HEAD REQUIRED MEASURED FROM BASE OF FEATURE.
- #3 SUPPLY LINE TO BE SOLVENT WELDED TO OMNIPOD FEATURE RECEIVER.
- #4 CONCRETE TO BE 6" MINIMUM THICKNESS OR PER LOCAL CODE.
- #5 ALL MOUNTING POINTS MUST BE WITHIN $\pm 1/4"$ OF THE SAME ELEVATION UNLESS OTHERWISE NOTED.
- #6 FLOW RATES CALCULATED BASED ON THE FOLLOWING VELOCITIES:
MINIMUM: 7 FPS
INTENDED: 11 FPS
MAXIMUM: 15 FPS



BASE TO BE SECURED BY (4) Ø1/2" S.S. EXPANSION ANCHORS TYP. OF 6

OMNIPOD

ATTACHED SKIRTING TYP. OF 6

2" SUPPLY LINE OR PER LOCAL CODE.

INTENDED FLOW	30.0 GPM
GPM OPERATION RANGE	19.1 GPM TO 40.9 GPM
HEAD	6"
MINIMUM SUPPLY LINE SIZE	2"
RECIRCULATED WATER	Yes
POTABLE WATER	Yes
SALT WATER	Yes
OMNIPOD COMPATIBLE	Yes
NUMBER OF PEOPLE TO INSTALL	1
MAN HOURS TO INSTALL	3

WWW.RAIN-DROP.COM



T-419.207.1229

F-419.207.8902

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF RAIN DROP PRODUCTS LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF RAIN DROP PRODUCTS LLC IS PROHIBITED.

PRODUCT NAME

PIRATE PLAY CENTER, OMNI

SHEET 1 OF 1

PRODUCT PART #

PPLC-001-OM

REV

1

C:\Vault\workspace\Drawings\Above Ground Features\Rain Drop Play Center Features\PPLC-001-OM-ZCS.idw

COUNCIL ACTION FORM

DATE: 8/10/26

AGENDA ITEM: Approve Sewer Inspections and Main Trunk Line Inspection

History: There is a need to inspect sanitary sewers for I & I by doing a simulated rain fall. There are 17 sections that need to be looked at and inspected as well as the main trunk line by the Cemetery. This will provide us with a detailed report of findings and measures for the next steps.

Bids:

- | | |
|----------------|----------|
| 1. HYDRO KLEAN | \$18,540 |
| 2. CIT SEWER | \$18,840 |

CIT has provided insight to these issues for us in the past, has continued to work with us on the trunk line and is a Story County business.

Options:

1. Accept the quote from CIT SEWER in the amount of \$18,840
2. Reject all quotes and resend RFP's
3. Reject all bids and do nothing at this time.

Staff recommendation:

Staff recommends approving option 1: Accept the quote from CIT SEWER in the amount of \$18,840

Therefore, it is the recommendation of the City Administrator that Council approve option 1.



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: PQ010247
Order Date: 07/15/2026
Valid Until: 10/13/2026
Sales Person: Alex Underwood
Customer ID: 102905
Payment Terms: Net 30 Days

Job Site:	Bill to:
City of Nevada, IA 1209 6th Street Nevada IA 50201 United States of America	City of Nevada, IA 1209 6th Street Nevada IA 50201 United States of America

Job Description

Per unit and time and materials cost (if applicable) to conduct the Pipeline Inspection and Proactive Evaluation program as described to the customer. Pricing is conditional to the acceptance and execution of the Pipeline Inspection and Proactive Evaluation Service Agreement.

HK Solutions Group (HK) will Clean & TV a minimum of 10,000 LF of 8"-12" sanitary sewer w/ mainline TV truck and combination jet vac. Customer to provide an adequate water source such as a fire-hydrant at no additional cost to HK. All debris and waste collected to be disposed of on site at customer-designated location. Truck access to exposed manholes, is required. Standard traffic control (i.e. cones) is included. Non-standard traffic control, bypass pumping, or easement work will be additional. Scheduling will be at the discretion of the contractor. Cleaning consists of three (3) passes. Any cleaning requested beyond three (3) passes (considered 'heavy cleaning') will be charged at HK's standard hourly rate of \$450.00-hour standard time or \$500.00-hour for overtime. Prices below are based on a 2-5-year agreement w/ a minimum of 10,000 LF per year. A 3% price increase per unit will go into place for year 4, with an additional 3% increase in year 5.

Deliverables

- Standard NASSCO PACP & MACP export with database, videos and photos.
- A personalized log-in to Pioneer (Sewer AI's cloud-based data storage portal)
- A written and digital report documenting the investigation and highlighting severe defects identified during the investigation with corresponding recommendations.

RESC.	QTY.	ITEM	QTY.	UOM	PRICE	Amount
		Mobilization - Cleaning Crew & Equipment	27.0000	MILE	10.0000	270.00
		Cleaning	10,000.0000	FOOT	0.9500	9,500.00
		Easement Cleaning	0.0000	FOOT	1.9000	0.00
		Televising	10,000.0000	FOOT	0.8500	8,500.00
		Easement Televising	0.0000	FOOT	1.7000	0.00
		Mobilization- Televising Crew & Equipment	27.0000	MILE	10.0000	270.00
		Heavy Cleaning (more than 3 passes)	0.0000	HOUR	450.0000	0.00
		PIPE - Reversals	0.0000	EACH	75.0000	0.00
		Manhole Inspection and Reporting (Level 2 Digital Inspections)	0.0000	EACH	125.0000	0.00

Smoke

***NOTE:** Quote does not include any applicable taxes

Prepared By: Alex Underwood
Approved By: Michael Ingham

Accepted By: _____
Date: _____
PO#: _____

***Quote Total:** 18,540.00



Municipal Sewer Maintenance • Inspection • Trenchless Rehabilitation

July 10, 2026

City of Nevada, Iowa
Public Works and Wastewater Departments
Nevada, Iowa

RE: Inflow and Infiltration — Recommended Investigation and Maintenance Program

Summary

The July 3–4 rainfall event exposed a significant wet-weather inflow and infiltration (I/I) issue in the City's sanitary sewer collection system. After accounting for normal wastewater flow and the documented lagoon discharge, approximately **5.2 million gallons** of flow received at the wastewater treatment plant remain unaccounted for. This figure is an estimate based on available operating data; the specific sources have not yet been confirmed. CIT Sewer Solutions recommends the City move forward with a targeted investigation and a recurring maintenance program to identify and reduce the largest sources of I/I.

Recommended Actions

Phase 1 — Investigate the 17 Suspected Cross-Connections

Use CCTV inspection, smoke testing, and dye testing to confirm the exact connection points between the storm and sanitary systems and determine the appropriate corrective action at each location.

Phase 2 — Install Temporary Flow Monitoring

Place flow monitors at strategic locations along the main sanitary trunk system where larger drainage basins intersect. Comparing wet-weather and dry-weather data will identify the basins contributing the greatest excess flow, so investigation and repair dollars go where they matter most.

Phase 3 — Develop a Targeted Infrastructure Map

Map the sanitary sewer, storm sewer, drainage tile, creeks, and drainageways, including locations where these systems cross or run parallel. Use the map to identify high-risk areas for additional investigation.

Phase 4 — Perform Targeted Rainfall Simulation Testing

Conduct controlled surface-water or rainfall simulation testing in priority areas, while monitoring nearby sanitary sewer infrastructure, to determine how water is entering the system.

Phase 5 — Establish a Five-Year Cleaning and CCTV Program

Clean and inspect approximately 20% of the sanitary sewer system each year so the full system is assessed on a recurring five-year cycle, with defects documented and repairs prioritized as they are found.

Phase 6 — Complete an Annual Data Review

CIT Sewer Solutions will review the flow-monitoring, CCTV, smoke-testing, dye-testing, and mapping data each year and provide prioritized repair and rehabilitation recommendations.

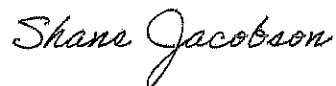
Immediate Next Step

CIT Sewer Solutions recommends the City authorize development of a scope and proposal covering:

- Investigation of the 17 suspected cross-connections.
- Installation of temporary flow monitors at strategic basin locations.
- Development of the initial infrastructure and risk map.

These three steps will confirm known defects and produce the data needed to prioritize everything that follows. We are prepared to review this program with City staff and deliver the proposal promptly.

Respectfully,



Shane Jacobson
President
CIT Sewer Solutions



Quote

Quote ref. 20260730-204154374
Issue date Jul 30, 2026
Expires Aug 29, 2026

Seller

CIT Sewer Solutions

530 Dubois Ave, PO Box 203
McCallsburg, IA 50154
United States

Contact

Shane Patterson (shanepatterson@citsewer.com)
515-434-2248

Buyer

City of Nevada

1209 6th St
Nevada, Iowa 50201-1536
United States

Contacts

Joe Mousel (jmousel@cityofnevadaaiowa.org)

Bill to

Contact

Joe Mousel (jmousel@cityofnevadaaiowa.org)

City of Nevada

1209 6th St
Nevada, Iowa 50201-1536
United States

Effective date	Total discount	Total contract value
On agreement	\$0.00	\$18,840.00

Line items

Name	Quantity	Unit price	Unit discount	Net price
Mobilization	2	\$170.00	—	\$340.00
Mobilization - Per Truck				
Billing summary: Starts on effective date				
Jetting / FT	10,000	\$0.80	—	\$8,000.00
Jet/Vac Cleaning 8"-10" - Estimated Footage				
Billing summary: Starts on effective date				
CCTV / FT	10,000	\$1.05	—	\$10,500.00
CCTV Inspection 8"-10" - Estimated Footage				
Billing summary: Starts on effective date				
Hourly Heavy Cleaning	—	\$425.00	—	—
Hourly Heavy Cleaning - As Needed				
Billing summary: Starts on effective date				
Inspection Reversal	—	\$60.00	—	—
Inspection Reversal - As Needed				
Billing summary: Starts on effective date				
Hydro Root Cutting	—	\$1.65	—	—
Hydro Root Cutting 8"-10" - As Needed				
Billing summary: Starts on effective date				
Subtotal				\$18,840.00
Discount included in the subtotal				\$0.00
Due on effective date				\$18,840.00
The total amount due on the effective date, not including any future payments due later.				
Total contract value				\$18,840.00

Terms

TERMS & CONDITIONS: A confined space has limited or restricted means for entry or exit and is not designed for continuous occupancy. Confined spaces include, but are not limited to, tanks, vessels, silos, storage bins, hoppers, vaults, pits, manholes, tunnels, ductwork, pipelines, etc.

In the event that a confined space entry is needed a daily service fee of \$150 will be added to your end bill.

IDLE TIME: \$385/Hour/Truck - Time exceeding 30 min for water fill, debris disposal, customer representative authorization, or other factors not related to CIT's responsibilities while performing the agreed job scope will be considered Idle Time and shall be charged at a prorated rate once that limit is exceeded.

CHANGE ORDER: Request for any additional work not included in the provisions of these specifications will be negotiated between Customer and CIT via Change Order. Must be signed and dated by all parties before additional work can begin.

PAYMENT: CIT Sewer Solutions (CIT) standard payment terms are 30 days, unless agreed upon in writing prior to the start of the project. All past due accounts will be charged a rate of 4% per month.

PLANS: Customer will provide maps or prints of sewer lines to be cleaned and inspected. The lines that are scheduled for inclusion in the project will be clearly marked/highlighted. Customer will provide reference numbers for all manholes. CIT will use the city's reference numbers on the written and video reports.

SCHEDULING AND EXECUTION OF WORK: Customer will give CIT a notice to proceed after all contracts have been executed and all necessary forms or insurance certificates have been collected by either CIT or the Customer. Customer and CIT will establish a schedule that identifies a project itinerary that is mutually beneficial to both parties within the performance period.

WORK AND MATERIALS PROVIDED BY CUSTOMER:

Customer will provide the following at no cost to CIT:

- 1) Community awareness that sewer maintenance is scheduled with CIT.
- 2) Instructions for CIT on how to respond to residents that approach CIT during the project.
- 3) Inform CIT of history of sewers with known sewer system failures.
- 4) Legal and physical access to manholes on portion of sewer included in the project
- 5) Exposure of buried manholes and seized manhole lids loosened prior to CIT mobilizing.
- 6) Any excavation, opening, back filling and/or repair of sewers and/or streets required to remove CIT's equipment caught in the sewer pipe due to sewer defects.
- 7) A person to act as a liaison between Customer and CIT for the duration of the project that will also be able to familiarize CIT with locations of sewers and manholes.
- 8) Water for cleaning sewer and access to nearest fire hydrant.
- 9) A secure storage area to accommodate CIT's equipment, vehicles, and materials.

10) A designated location near the worksite where debris removed during sewer cleaning may be deposited. If no debris disposal location is available, the Customer shall be responsible for all associated disposal fees.

WORK AND MATERIALS PROVIDED BY CIT:

Sewer Cleaning:

- 1) Sewers will be cleaned by removing grit, loose solids, and grease.
- 2) There will be no more than 5% of the pipe diameter of these types of debris left in the lines prior to televising. This does not include the removal of hard deposits.
- 3) The cleaning equipment with truck mounted combination water jet/vac unit. Prior to the sewer cleaning operation, Customer and CIT will agree upon a sewer cleaning sequence. In general the sewer cleaning process will proceed from the upper ends of each sewer basin to the lower ends.
- 4) Debris will be removed by vacuum to prevent workers from entering manholes. CIT will collect and transport all debris removed during the sewer cleaning operations to the facility of Customer choice.

Sewer Inspection:

- 1) Video Inspection will be performed by a NASSCO certified PACP operator.
- 2) CIT will perform closed circuit video inspections of the sewer using current state of the art technology and trained employees.
- 3) CCTV camera will be high resolution color with adjustable iris focus.
- 4) CCTV camera will have pan and tilt capabilities that allow up close and right-angle inspections of defects and other significant observations.
- 5) Video camera will be equipped with 1,000' of video cable.
- 6) Video camera, television monitor, and other components of the video system will produce a high-quality video image.
- 7) Footage distance measured by the video system will be accurate within 1% and will be used to determine footages for reporting and billing purposes. The center line between manholes will be the reference points used to determine footage measurements.

Sewer Inspection Reporting:

- 1) Video inspection and reporting software will be NASSCO approved software.
- 2) All observations will be chosen from a standard table of descriptions incorporated in the video reporting software.
- 3) CIT will make a color recording on a flash drive of all sewers inspected and will provide a corresponding paper report generated by the video inspection software. The video recording will include on-screen observation identifications that label continuous footages, defects, pipe diameter, direction of flow, direction of viewing, manhole and street reference locations. Video inspections recorded on a flash drive allow indexing of video files for faster viewing by Customer.

INSURANCE:

CIT will maintain General Liability and Auto Liability Insurance throughout the duration of the contract with limits not less than \$1,000,000 General Liability, \$1,000,000 Auto and \$500,000 Workers Compensation Employers Liability. Proof of insurance in the form of an insurance certificate will be issued to the Customer prior to the start of the project.

Payments

Customer must agree to the following payment terms: due on receipt

Acceptance

*This section is designated for the authorized representatives from both parties involved in this agreement. By signing below, the signatories confirm their acceptance of the terms and conditions outlined in this document.

On behalf of the buyer,

Joe Mousel

jmousel@cityofnevadaiaowa.org



SEWER MAINTENANCE · TRENCHLESS REHABILITATION · INSPECTION

SEWER MAINTENANCE SERVICES AGREEMENT

between

CIT Sewer Solutions and **City of Nevada**

AGREEMENT SNAPSHOT

Customer	City of Nevada, IA
Effective Date	[Month Day, Year]
Initial Term	One (1) years — [Start Date] through [End Date]
Annual Minimum	\$10,000 per contract year
CIT Contact	Shane Patterson · 515-434-2248 · shanepatterson@citsewer.com

CIT Sewer Solutions · PO Box 203, McCallsburg, IA 50154 · 515-434-2248 · www.citsewer.com

1. Parties and Customer Information

This Sewer Maintenance Services Agreement (the "Agreement") is between CIT Sewer Solutions ("CIT") and the customer named below ("Customer"). CIT will provide sewer maintenance services using its own equipment and personnel, under the terms, scope, rates, and conditions set out in this Agreement and in Schedule A.

Customer	City of Nevada, IA
Customer Address	1209 6 th St, Nevada, IA 50201
Customer Representative	Joe Mousel – jmousel@cityofnevadaiaowa.org – 515-450-2394
Service Provider	CIT Sewer Solutions — PO Box 203, McCallsburg, IA 50154 · 515-434-2248
CIT Representative	Shane Patterson – shanepatterson@citsewer.com - 515-423-9183

2. Scope of Services

CIT will perform the sewer maintenance services requested and authorized by the Customer under this Agreement. Services may include sanitary and storm sewer cleaning, CCTV inspection, root cutting, smoke testing, emergency response, reporting, mobilization, manhole scanning, and other services listed in Schedule A.

3. Annual Maintenance Planning and Work Authorization

Each year, before work begins, CIT and Customer will agree on cleaning frequency, inspection methods, work areas, and level of effort — based on the annual maintenance plan and the conditions found in the system.

Scheduled maintenance cleaning includes the number of passes stated in Schedule A. Specialized work — such as heavy cleaning, root cutting, easement-machine work, reverse inspection, emergency calls, manhole scanning, confined-space entry, investigative work, and additional reports — is billed only when needed and authorized, under the matching Schedule A line item. The Customer may combine different service types to meet the annual minimum, as long as the work is authorized and performed within the same contract year.

4. Customer Responsibilities

Customer will:

- Provide current sewer maps and the system information reasonably available to plan and perform the work.
- Provide water, legal access to all manholes and work areas, and a suitable place to dispose of debris removed during cleaning, unless agreed otherwise in writing.
- Expose or make accessible the manhole lids needed for scheduled work.
- Promptly notify CIT of stoppages or known trouble areas, especially in lines cleaned and televised during the prior service year.

- Provide timely authorizations and on-site coordination so work is not delayed and idle time or extra mobilization is avoided.

5. CIT Responsibilities and Service Standards

CIT will:

- Provide the equipment, labor, insurance, and incidentals reasonably needed to complete authorized work.
- Use qualified personnel and perform work in a professional, orderly manner.
- Follow applicable OSHA and other safety requirements that apply to CIT's work.
- Keep complete records, maps, videos, and reports for completed work, with copies available to the Customer on request.
- Provide a summary report when each job is finished. CCTV deliverables include PACP reports, rehabilitation recommendations, and digital files (or a flash drive on request).

6. Lodged Equipment and Stoppage Follow-Up

6.1 Lodged Equipment. If CIT equipment — such as hose, camera, cleaners, or nozzles — becomes lodged while performing work the Customer has directed, the Customer is responsible for the cost of removing and replacing that equipment. When practical, CIT will coordinate with the Customer before doing any removal work.

6.2 Stoppage Follow-Up. The Customer should notify CIT of any stoppage in a line that CIT fully cleaned and televised during the prior service year. CIT will clear that line at no charge on the next scheduled visit. This no-charge follow-up does not apply if the prior video showed the line was clear, or if the stoppage results from new conditions outside CIT's earlier work.

7. Contract Options

These options support long-term planning, budget visibility, and priority access to related CIT services. They apply while the Customer remains in good standing under this Agreement.

7.1 Renewal Option. At signing, the Customer may choose an additional renewal term. Unless otherwise agreed in writing, renewal work is governed by this Agreement, with rates adjusted each year as described in Section 9.8.

☐ No renewal selected ☐ Additional 3-year term ☒ Additional 5-year term

7.2 Preferred Rehabilitation and Repair Pricing. The Customer receives a 10% discount on qualifying CIT rehabilitation and repair work performed during the term. This discount applies only when CIT work can be directly awarded, negotiated, or obtained through cooperative procurement. It does not apply to pass-through costs, third-party services, taxes, bonds, permits, prevailing-wage impacts, emergency premiums, mobilization (unless stated in the quote), or work already procured through a separate public bid (unless the bid documents allow the discount).

7.3 Advanced Inspection Services. 360° manhole inspection and Large-Diameter Multi-Sensor Inspection (MSI) using Sonar/LiDAR/CCTV are available under this Agreement; see Schedule A for pricing. Final MSI pricing is confirmed before work is authorized, based on pipe diameter, access, flow conditions, sensor package, deliverables, and project-specific scope.

8. Pricing and Work Authorization

Schedule A rates apply to all authorized work and, together with the annual adjustment in Section 9.8, are fixed for the initial term and any selected renewal term unless changed by written agreement.

9. Terms and Conditions

9.1 Confined Space. A confined space has limited means of entry or exit and is not designed for continuous occupancy — for example, tanks, vessels, silos, bins, hoppers, vaults, pits, manholes, tunnels, ductwork, and pipelines. When confined-space entry is required, a \$150 daily service fee is added to the invoice.

9.2 Idle Time. Idle time is charged at \$400 per hour, prorated after the first thirty (30) minutes, for delays not caused by CIT — such as water filling, debris disposal, or waiting on Customer authorizations — while performing the agreed scope.

9.3 Investigative Work. Investigative work is charged \$400 per truck-hour, prorated in fifteen (15) minute increments for time worked.

9.4 Buried Manholes. CIT will expose a manhole buried up to eight (8) inches under dirt or gravel for a flat \$95. If a cover is more than eight (8) inches deep and the Customer wants CIT to expose it, the Customer must first arrange for Iowa One Call locates; that work is then charged at \$400 per hour.

9.5 Annual Minimum. CIT will perform at least \$10,000 of work per year, met through any combination of services offered under this Agreement.

9.6 Visit Minimum. Pre-scheduled work is a minimum of \$2,000 per truck, per visit.

9.7 Payment Terms. Invoices use the unit prices in Schedule A. Payment is due within thirty (30) days unless agreed otherwise in writing before the project starts. Past-due balances accrue interest at four percent (4%) per month.

9.8 Annual Price Adjustment. Schedule A prices increase five percent (5%) each year, on the first day of the month in which this Agreement was signed.

9.9 Changes and Additional Work. Work not covered by this Agreement will be negotiated between the Customer and CIT and documented by a written change order, written authorization, or another mutually accepted method before the work proceeds.

9.10 Termination. Either party may end this Agreement with thirty (30) days' written notice. The Customer remains responsible for completed work, authorized costs incurred, and any amounts due on the termination date.

A. Schedule A — Maintenance Pricing

Rates below are governed by the terms of this Agreement, including the annual adjustment in Section 9.8.

Service / Description	Price	Unit
SANITARY SEWER — 6" TO 15" (3,000 FT MINIMUM FOR PER-FOOT PRICING)		
Jet/Vac cleaning — 6" (two passes or less)	\$1.03	FT
Jet/Vac cleaning — 8"–10" (two passes or less)	\$0.80	FT
Jet/Vac cleaning — 12"–15" (two passes or less)	\$0.90	FT
Hourly Jet/Vac truck — heavy cleaning, lift stations, catch basins, storage tanks, etc.	\$450	HR
Hydro root cutting — 8"–10"	\$1.65	FT
Hydro root cutting — 12"–15"	\$1.83	FT
Easement machine — 8"–10"	\$1.72	FT
Easement machine — 12"–15"	\$1.89	FT
STORM SEWER — 6" TO 15" (3,000 FT MINIMUM FOR PER-FOOT PRICING)		
Jet/Vac cleaning — 6" (two passes or less)	\$1.26	FT
Jet/Vac cleaning — 8"–10" (two passes or less)	\$1.00	FT
Jet/Vac cleaning — 12"–15" (two passes or less)	\$1.21	FT
CCTV INSPECTION		
CCTV inspection — 6"	\$1.05	FT
CCTV inspection — 8"–10"	\$1.05	FT
CCTV inspection — 12"–15"	\$1.05	FT
CCTV inspection — hourly	\$450	HR
Reverse inspection	\$60	EA
PACP reports, rehabilitation recommendations, and digital file / flash drive (with all CCTV)	Included	EA
SMOKE TESTING		
Smoke testing (10,000 ft minimum)	\$0.76	FT
EMERGENCY CALLS		
Jet/Vac cleaning — port to port, one technician	\$475	HR
CCTV inspection — port to port, one technician	\$475	HR
Additional required technicians	\$90	HR
ADDITIONAL SERVICES		
Additional reports	Varies	EA
Door hangers	Time & materials	EA
360° manhole inspection / scan — imagery and condition assessment	\$200	EA
Large-Diameter Multi-Sensor Inspection (MSI) — Sonar/LiDAR/CCTV	\$6.00–\$20.00	FT
Mobilization — per truck, per trip	\$6.25 / mile	EA

All prices are in U.S. dollars. FT = per linear foot · HR = per hour · EA =

Item # 18
Date: 8/10/2024

COUNCIL ACTION FORM

AGENDA ITEM: Annual Maintenance Service for WILO Mixers

HISTORY:

The WILO Mixers at the new facility are up for their annual maintenance, and during the warranty period the Manufacturer Warranty Group expressed that only a reputable company should perform the maintenance in order to honor the warranty coverage.

Listed are 3 bids that have read and understand the O+ M requirements for the WILO mixer's annual maintenance.

- 1) Electric Pump – \$6,750.00
- 2) Midwest Pump Works – \$11,475.90
- 3) WILO Field Service Team - \$11,791 Complete.

OPTIONS:

1. Purchase from Electric Pump for \$6,750 complete annual maintenance.
2. Purchase from Midwest Pumpworks for \$11,475.90 complete annual maintenance.
3. Purchase from the WILO Field Service Team for \$11,791 complete annual maintenance.

STAFF RECOMMENDATION:

Staff recommends option 1 to purchase from Electric Pump, as this is a reputable service company the City has worked with in the past.



4280 E. 14th St. Des
Moines, IA 50313
Office: 952-758-6600
Toll Free: 800-536-5394
Fax: 952-758-7778

Other Service Locations:
201 MN 21, New Prague, MN 56071
1434 5th Ave N – Fargo, ND 58102
115 Lipton Street, Suite B – Tea, SD 57064
6514 N. 91st Plaza – Omaha, NE 68122
706 East Price St. – Eldridge, IA 52748

TO: City of Nevada, IA
ADDRESS: 1209 6th Street, PO Box 530, Nevada, IA 50201
ATTN: Devin Cornish
OFFICE: Waste Water Operations
EMAIL: dcornish@cityofnevadaiaowa.org
DATE: 08/05/2026

Pumps & Controls Maintenance: Annual Service Agreement

Electric Pump is pleased to submit this annual pump & controls service agreement. This service includes the following maintenance for (8) WWTP Mixers: Wilo Mixers in the Oxidation ditch (west side)

2.7 HP 460V TR 60-2.25 8/6

****Following maintenance protocol per provided O&M Manual****

- One (1) Lot of trip & travel to each lift station
- One (1) Lot of labor to conduct maintenance agreement
- One (1) Maintenance report for each station serviced
- One (1) Lot of inspections provided on the following page

Annual Service Rate: \$6750.00

Note the following:

- Drawdown testing and pressure readings are not included, but can be upon request at an additional charge

Thank you for your consideration,

Ryan Lowman
Service Coordinator

Ph: (515)-305-1300

PUMP INSPECTION LIST

1. Check electrical condition of insulation on power cable & sensor cable and on all phases of motor windings (resistance check).
2. Check for any loose or faulty electrical connections within the pump control panel.
3. Check voltage supply between all phases on the line side of the electrical control panel; pump off.
4. Check voltage between all phases on the load side of the pump control (line side for single phase); pump off.
5. Check amperage draws on all phases of the pump motor.
6. Check condition and operation of motor thermal protectors (if so equipped).
7. Check condition and operation of leakage detector (if so equipped).
8. Removal of pump from lift station for physical inspection
9. Check condition of upper shaft seals (inspect condition of oil).
10. Check lower shaft seals (inspect condition of oil).
11. Change oil (if required).
12. Check for worn or loose impeller.
13. Check all impeller wear rings.
14. Check impeller tolerance (if possible).
15. Check for noisy upper and lower bearings.
16. Check pump cable for any obvious cuts or nicks.
17. Clean, reset and check operation of level sensors.
18. Check for correct shaft / impeller rotation.
19. Reinstall pump(s) and check for leakage / blow-by at discharge connection (if possible).
20. Test of operating cycle.

Prior to all inspections, the owner will be notified of our impending visit. This agreement does not include any parts, extra labor, or return trips that would be required as a result of inspection or service time.

Payment terms NET THIRTY (30) days.

Any additional repairs and/or parts replacement will be performed only when it is requested by the owner.

Electric Pump assumes no liability for loss of use, any direct, indirect or consequential damage of any kind in respect to the use or operation of pumps or any equipment or accessories used in connection therewith.

The owner's responsibilities will be:

- 1) Dispose of waste.
- 2) Have a representative available to allow entry to pumps and control panel.
- 3) Lift stations will be cleaned prior to inspection(s).

All parts and labor are subject to the manufacturers published warranty.

This agreement shall be effective from its signed date and shall continue in effect until termination of mutual agreement or by either part upon thirty (30) days prior written notice.

ACCEPTED THIS DATE: _____

COMPANY / CITY: _____

AMOUNT: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

Midwest Pump Works, LLC.
825 SW Ordance Rd
Ankeny, IA 50023

Bill To
Nevada IA, City of
457 S 6th St
Nevada IA 50201
United States
Phone:

Ship To
Nevada IA, City of
457 S 6th St
Nevada IA 50201
United States

Details

QUOTE IS FOR MAINTENANCE ON WILO MIXERS FOR 2026***SHIPPING NOT INCLUDED IN ESTIMATE***LEAD TIME 4-5 WEEKS

Prepared By
Luke Den Adel

Phone
877-645-8004

Email
info@midwestpumpworks.com

Sales Rep
Nathan Brockman

Expires
08/10/2026

Terms
Net 30

Item	Comment	QTY	Rate	Amount
23427 QUOTE ITEM	WILO CERAMIC TOUCH-UP KIT	3	\$1,250.00	\$3,750.00
23427 QUOTE ITEM	WILO SEALING WASHER (PACK OF 10)	3	\$140.00	\$420.00
23427 QUOTE ITEM	WILO PLUGS (PACK OF 3)	1	\$100.00	\$100.00
INSTALL SERVICES		1		\$7,205.90

Subtotal \$11,475.90

Total \$11,475.90

Pricing is valid for 10 days and does not include freight charges or applicable taxes.

Items quoted for repair and leftover 30 days, without a decision to repair, will be discarded.

Signature: _____ Date: _____

Thank you for your business.
Toll Free: 877-645-8004 | Email: info@midwestpumpworks.com | Website: <https://midwestpumpworks.com>



QTE011995



Quote
#QTE011995
07/31/2026

Midwest Pump Works, LLC.
825 SW Ordinance Rd
Ankeny, IA 50023

NOTE: All orders are subject to Tariff Surcharges. Tariff Surcharges are based on Tariff values charged by individual Vendors and are not set amount. These Tariff Surcharges are subject to change at any time.

Online credit card/ECheck payments are handled by a third party processor and 3% fees will apply when making payment.

Thank you for your business.
Toll Free: 877-645-8004 | Email: info@midwestpumpworks.com | Website: <https://midwestpumpworks.com>



QTE011995



Phone.
877.645.8004

Address.
825 SW Ordinance Road
Ankeny, IA 50023

Email.
info@midwestpumpworks.com

Website.
www.midwestpumpworks.com

STANDARD TERMS AND CONDITIONS

1

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) unless stated otherwise on the face of the attached quotation. Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs

Quotation, r4.2025

825 SW Ordinance Rd
Ankeny, IA 50023

1 Cannon St W
Dundas, MN 55019

1720 Fire Lane Drive
Green Bay, WI 54311



 **Phone.**
877.645.8004

 **Address.**
825 SW Ordinance Road
Ankeny, IA 50023

 **Email.**
info@midwestpumpworks.com

 **Website.**
www.midwestpumpworks.com

STANDARD TERMS AND CONDITIONS

2

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

Quotation, r4.2025

825 SW Ordinance Rd
Ankeny, IA 50023

1 Cannon St W
Dundas, MN 55019

1720 Fire Lane Drive
Green Bay, WI 54311



 **Phone.**
877.645.8004

 **Address.**
825 SW Ordinance Road
Ankeny, IA 50023

 **Email.**
info@midwestpumpworks.com

 **Website.**
www.midwestpumpworks.com

3

STANDARD TERMS AND CONDITIONS

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT - DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Payment Terms / Please remit to:

Midwest Pump Works

PO Box 735936

Chicago, IL 60673-5936

Online payment accepted at <http://www.midwestpumpworks.com>

PAY NOW 3% charge for credit card and \$2.25 charge for e-Check

PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE

Quotation, r4.2025

825 SW Ordinance Rd
Ankeny, IA 50023

1 Cannon St W
Dundas, MN 55019

1720 Fire Lane Drive
Green Bay, WI 54311

WILO Field Service Event Proposal



Quote Provided for:

City of Nevada Iowa

Devin Cornish

62512 270th St

Nevada, IA 50201

515-382-2621

dcornish@cityofnevadaiaowa.org

Quote Provided to:

City of Nevada Iowa

Devin Cornish

62512 270th St

Nevada, IA 50201

515-382-2621

dcornish@cityofnevadaiaowa.org

Quote Date

7/15/2026

FSE0000695

Project or Event Name:

City of Nevada Iowa Mixer Maintenance

62512 270th St

Nevada, IA 50201

Notes

Quote includes 1 Field Service Tech for 2-days on site, all critical fluids and sealants, replacement plug washers and spare plugs. Electrical evaluations. Any parts needed for repairs will be noted separately.

Equipment Included for Service Event

Description	Motor	Qty	Voltage	Run A	Start A	Imp/Prop	kW	HP
TR 60-2.25-6/8	T 17-6/8REx	8	460	4.5	26	600	2	2.7
0	0	0	0	0	0	0	0	0.0
0	0	0	0	0	0	0	0	0.0
0	0	0	0	0	0	0	0	0.0
Total Units for Event		8						

Materials Included for Service Event

☒ Non-conductive white oil	Qty 9.0 L	☐ Repair Kit #2	Qty
☒ Synthetic gear oil	Qty 13.6 L	☐ Mechanical seal(s)	Qty
☐ Antifreeze coolant	Qty	☐ Bearing(s)	Qty
☒ Ceram-0 epoxy coating touch up	Qty 3	☐ Moisture probe w/cable	Qty
☒ Sikaflex® sealant	Qty 3	☒ Drain/fill plugs	Qty 3
☐	Qty	☒ Nylon crush washers	Qty 30
☐	Qty		Qty

Trip Summary Information

Trips Included in Proposal

Days per Trip

Total Days Included in Proposal

Total Project Quote **\$8,941**

Travel Included ☐ Yes ☒ No

Travel Estimate (if not included) **\$2,850** Invoiced at cost at time of event

Recommended Spare Parts NOT Included

Article	Description	Equipment	Qty	NET Ea.	Total NET
6068050	ELBOW PENCIL ELECTRODE G1/2 15M SET	Various	1	\$1,119.00	\$1,119.00
6075380	MECHANICAL SHAFT SEAL EMG1/35-G4 Q7Q7VGG	Various	1	\$821.00	\$821.00
Total NET for Spares NOT Included					\$1,940.00

For service to occur in a timely manner during two-days on site, customer to provide necessary lifting and removal system(s) and suitable and safe work areas for technicians. Electrician must be on site to disconnect each mixer for maintenance work, and reconnect once completed. Units must be off line for 24 hours after each repair for sealants to dry. If units removal and work must be staged rather than all at once, the number of days and trips could increase.

Quote is valid for 60 days from date of issue. PO must be received within 60 days,

and work must be performed within 4 months of receipt of PO.

CITY OF NEVADA COUNCIL POLICY

Policy Number: 081125

Subject: Board and Commission Application and Appointment Process

Authorized by City Council Effective Date:

Amended Date:

PURPOSE:

The purpose of this Policy is to establish a clear, consistent, and transparent process for the recruitment, application, evaluation, and appointment of individuals to the City of Nevada's Boards and Commissions. This policy aims to promote accountability in the selection of individuals entrusted with advisory and/or decision-making roles.

SCOPE:

This Policy applies to all official Boards and Commissions that are established by ordinance, resolution, or other legal authority under the City of Nevada, including but not limited to advisory boards, regulatory commissions, and committees that require appointments by the Mayor, City Council, or City administrator.

DEFINITIONS:

For the purposes of this policy, the following terms are defined as:

- **Board/Commission:** A formally established body created by City ordinance, resolution, or intergovernmental agreement to serve in an advisory, oversight, or regulatory capacity.
- **Applicant:** Any individual who submits a completed application to serve on a City Board or Commission.
- **Appointing Authority:** The individual or body—such as the Mayor, City Council, or City Administrator—designated to make appointments to a particular Board or Commission.
- **Vacancy:** A seat on a Board or Commission that is unfilled due to expiration of term, resignation, removal, or creation of a new position.
- **Staff Liaison:** A City staff member assigned to support the operations of a specific Board or Commission, including facilitating communication, managing agendas, and providing administrative assistance.
- **Quorum:** The minimum number of members required to be present for a Board or Commission to conduct official business, as defined in the governing ordinance or by-laws.
- **Term:** The fixed duration for which a Board or Commission member is appointed, as defined by ordinance or resolution.
- **Conflict of Interest:** A situation in which a person's private interests may improperly influence their official duties or responsibilities as a Board or Commission member.

RESPONSIBILITY:

The City Council is responsible for the administration, oversight, and periodic review of this policy. Specific responsibilities include:

- **Policy Implementation:** Ensuring that this policy is followed by all individuals involved in the appointment process.
- **Public Communication:** Coordinating with City Clerk and Communications staff to publicize vacancies, promote community engagement, and encourage diverse applicant pools.
- **Process Oversight:** Monitoring compliance with application procedures, deadlines, and recordkeeping requirements.
- **Support to Appointing Authorities:** Assisting the Mayor and/or Council in the review and evaluation of applications and providing relevant documentation or summaries to support appointment decisions.
- **Training and Orientation:** Providing materials on roles and responsibilities, and ensuring new members understand their legal and ethical obligations.

The City Clerk's Office will serve as the official recordkeeper of applications and appointment records. The Mayor and/or City Council – depending on the specific authority established for each board or commission – are ultimately responsible for making formal appointments in accordance with this policy and all applicable city codes or ordinances.

LIMITATIONS:

This policy provides general guidance for the application and appointment of individuals to City Boards and Commissions but does not supersede specific legal or procedural requirements.

This policy is administrative in nature and is intended to promote consistency and transparency; it is not intended to create enforceable rights or obligations and may be revised or suspended at the discretion of the City Administrator.

Please Note Attached Documents:

Appendix A – City of Nevada: Board & Commission Interest Applications

Appendix B – City of Nevada: Board & Commission Appointment Process

APPENDIX A

City of Nevada: Board & Commission Interest Application

Thank you for your interest in serving your community! Please complete the form below.

Contact Information

Name: _____
Address: _____
Phone (Cell preferred): _____
Email: _____

Board & Commission Interest (Select Top 3)

Please review the board descriptions below and check your top 3 choices (numbered 1, 2, 3).

- ☐ **Parks, Recreation & Cemetery Board** – Oversees recreational programs, parks, cemeteries, and community events.
- ☐ **Planning & Zoning Commission** – Reviews development plans and zoning changes; guides city land use. (City Council appointed)
- ☐ **Board of Adjustment** – Hears appeals and variances to zoning regulations; meets as needed.
- ☐ **Library Board** – Advises on library operations, programs, and long-term planning.
- ☐ **Historic Preservation Commission** – Promotes the protection of historic sites and districts.
- ☐ **Nevada Senior Community Center Board** – Supports programming and operations for the senior center.
- ☐ **Public Arts Advisory Commission** – Guides public art projects and citywide cultural engagement.
- ☐ **City Council (when vacancy)** – Elected body responsible for city governance and decision-making.

Availability

Boards generally meet monthly with occasional special meetings.
Are there specific days or times you are unavailable?

Please describe your qualifications to serve on a board or commission:

Volunteer Community Service _____

Leadership Development _____
Specific Expertise of Skills _____

Other Valuable Experience _____

Please tell us about what brought you to Nevada and your interests in the community.

Future Consideration

If your application is not the best fit at this time, would you like your application to remain on file until May 30th?

Yes No

APPENDIX B

City of Nevada: Board & Commission Appointment Process

City of Nevada

Board & Commission Appointment Process

1. Identify Vacancies

The City Clerk maintains a master list of all board and commission terms.

Annually by May 30, the City Clerk notifies City Council and staff of openings.

Staff evaluates attendance annually. Members are expected to attend at least 75% of meetings to retain their position.

Department heads or board liaisons report current vacancies and potential reappointments to the City Clerk's Office.

2. Publicize Openings

Vacancies are advertised through the following channels:

- City of Nevada website
- City Hall bulletin board
- Social media platforms
- Community newsletter (if applicable)

Each listing includes:

- Board/commission name
- Meeting time
- Responsibilities
- Term length
- Link to application

3. Accept Applications

Applications may be submitted via:

- Online form on the City website
- Printed application form

Applicants must provide:

- Contact information
- Ranking of top three board preferences
- Availability and time constraints
- Relevant experience and qualifications

- Goals and interests related to board service
- Willingness to be considered for future openings

4. Staff Review and Pre-Screening

The City Clerk reviews all applications for completeness and eligibility (e.g., residency, conflict of interest).

Applications are retained on file for one year (through May 30) for future consideration.

Conflict of Interest Definition (per Iowa Code / City SOP):

Any person who serves in an appointed position shall not engage in any outside employment or activity which is in conflict with the person's official duties and responsibilities. Using your position to give yourself or an immediate family member an advantage or benefit not available to the public is prohibited. You shall not have an interest, direct or indirect, in any contract, job or work, or material for which you, as an appointed member, would make a decision or recommendation to City Council. In the event of a conflict of interest, you must cease the outside employment or activity, or publicly disclose the existence of the conflict and refrain from taking any action or performing any official duty with regard to the conflict.

Public meetings and formal action during those meetings are occurrences where appearances are as important as substance. The test of whether the appearance of a Conflict of Interest has been violated is as follows: "Would a disinterested person, having been apprised of the totality of a Council member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist?"

Appointees shall not:

- Engage in outside employment or activity that conflicts with their duties.
- Use their position to benefit themselves or immediate family members.
- Hold a direct or indirect interest in any contract or decision they influence.

In case of a conflict, the appointee must either:

- Cease the conflicting activity.
- Publicly disclose the conflict and recuse themselves from related actions.
- Withdraw their application.

5. Council Review and Interviews

Applications are forwarded to City Council and related department staff.

Council and staff recommend two applicants per vacancy based on submitted applications (no interviews at this stage).

The Mayor conducts interviews with the top two applicants for each vacancy.

In case of a tie, all equally recommended applicants are considered.

Interview Format: Determined by the Mayor.

Multiple Vacancies Example:

If a board has two openings, council/staff recommend four applicants, from which the Mayor selects two for City Council approval.

6. Appointment and Notification

Appointments:

- Made during regular City Council meetings.
- Appointees are formally notified by the City Clerk and receive:
 - ✓ A welcome letter
 - ✓ A meeting schedule

Non-Appointed Applicants:

- Notified by email using this sample message:

Email Template

Subject: Thank You for Your Application

Dear [Applicant's Name],

Thank you for your interest in serving on a board or commission with the City of Nevada. We appreciate your willingness to contribute to our community.

After careful review, we regret to inform you that you were not selected for appointment at this time. Your application will remain on file until May 30 for future consideration unless noted otherwise.

We encourage you to stay involved and reapply in the future. Your enthusiasm for public service is valued, and we hope to work with you in the future.

Sincerely,

[Mayor's Name]

7. Onboarding and Training

New board members are invited to orientation sessions that include:

- Roles, responsibilities, and attendance policies
- Open meetings and public records laws
- Communication protocols
- City ethics and conduct policies

8. Ongoing Participation and Support

Staff liaisons assist board members by providing:

- Meeting reminders and information packets
- Annual check-ins or surveys
- Recognition for service (e.g., at year-end meetings or in the city newsletter)

RESOLUTION NO. 026 (2026/2027)

**RESOLUTION AUTHORIZING THE ADDITION OF
STREET LIGHTS IN THE SIERRA HEIGHTS SUBDIVISION**

WHEREAS, the City Council of the City of Nevada has determined that it is in the best interest of the citizens to add street lights to the Sierra Heights development; and

WHEREAS, it is necessary to direct Alliant Energy to add street lights to the Sierra Heights development as referenced on the map attached; and

THEREFORE BE IT RESOLVED by the City Council of the City of Nevada, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes in the existing system, at the locations described herein (as shown on the attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM:

Add Number	Delete Number	Wattage or Lumen Rating	Style of Luminaire	Type and Height of Pole	Overhead or Underground Wiring *
<u>4</u>	<u>-</u>	<u>45</u>	<u>LED</u>	Roadway 30' Steel	<u>UG</u>

LOCATION OF NEW INSTALLATION OR CHANGES

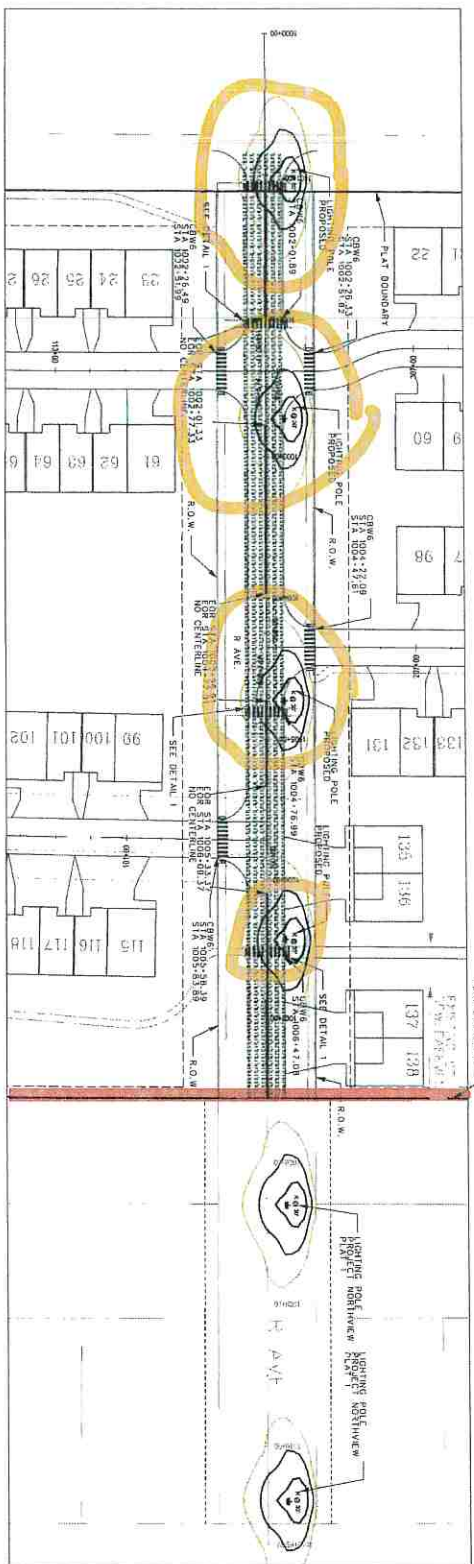
SIERRA HEIGHTS DEVELOPMENT

Passed and approved by the City Council of the City of Nevada this 10th day of August, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

SLMABST
T22023
1500/1500
1000/14

Segment	Year	Category	Measurement	Critical Value	Description	Unit	Current Value	Target Value	Variance	Notes
1	2007	ENVIRONMENTAL	95% OF THE 1000 GGT, TYPICAL ASBESTOS	1000 GGT	(C) 1000 GGT, TYPICAL ASBESTOS	GT	6128	0	-6128	



SYMBOL	NUMERICAL QTY
	CRASH 8
—	DOY4 419 ET





STREET LIGHTING RESOLUTION

The following Resolution No. 026 (2026/2027) was adopted by the City Council of the City of Nevada, Iowa at a meeting held on August 10, 2026.

Be it resolved by the City Council of the City of Nevada, Iowa, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the IPL Tariff regarding street lights:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. <u>4</u>		<u>45</u>	<u>LED</u>	<u>ROADWAY 30' STEEL</u>	☐ OH ☒ UG
2. _____	_____	_____	_____	_____	☐ OH ☐ UG
3. _____	_____	_____	_____	_____	☐ OH ☐ UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1.	<u>Sierra Heights Development</u>
2.	_____
3.	_____

City Official Mayor, Ryan Condon
declared said Resolution duly passed and adopted the 10th
day of August, 2026.

Attest _____
Title Erin Mousel, City Clerk



City Hall | 1209 6th Street | Nevada, IA 50201-0530
 p. (515) 382-5466 | f. (515) 382-4502

MEMORANDUM

TO: Mayor and City Council
FROM: Lucas Battani, Finance Director / Assistant City Administrator
DATE: August 4, 2026
RE: Neighborhood Improvement Incentive Program: Reimbursement Request, 516 4th Street

The City has received a completed application for reimbursement under the Neighborhood Improvement Incentive Program (NIIP) from property owners Steve and Kim Sampson for the demolition of the house and garage at 516 4th Street. The structures were destroyed by fire and subsequently demolished; the lot has since been rebuilt.

A note on timing: the applicants submitted an application in 2022, when the demolition was completed and paid for, but the city did not process it. The city's Building Inspector at the time does not recall why the application was not processed, but staff found a record that we received the application. The project met the program's purpose of removing a fire-damaged structure and improving the neighborhood. The applicants also rebuilt the home at their own expense, a cost the program does not cover. Staff has confirmed the project meets the program requirements, and this reimbursement would honor that original, timely application.

Documentation on file. The applicants provided the contractor's written quote and invoices from Keith Cooper & Sons, Inc., along with copies of both canceled checks (front and back) showing payment cleared to the contractor. Before-and-after photographs of the property are also included. The demolition scope consists of two line items, house (\$10,325.00) and garage (\$2,500.00), for a total eligible demolition cost of **\$12,825.00**. The contractor's quote also included a separate basement-and-earthwork line for the new-home rebuild, which is not demolition and is excluded from the eligible cost.

Eligible Reimbursement

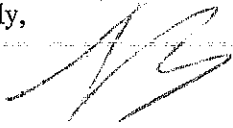
Eligible demolition cost (house + garage)	\$12,825.00
Program match rate	50%
Program maximum	\$10,000.00
Eligible reimbursement (lesser of 50% or maximum)	\$6,412.50

Funding. This reimbursement would be paid from the City's dedicated Demolition fund, which has \$40,000.00 budgeted for FY2027. Payment of \$6,412.50 would leave \$33,587.50 available in that line for the fiscal year.

Recommendation. Staff recommends that the Council approve reimbursement of **\$6,412.50** to Steve and Kim Sampson under the Neighborhood Improvement Incentive Program, payable from the FY2027

Demolition fund. Supporting documentation (the completed application, contractor quote and invoices, proof of payment, and before-and-after photographs) is attached for your review.

Sincerely,

A handwritten signature in dark ink, appearing to be 'LB' or 'LBattani', written over a horizontal line.

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

City of Nevada

Neighborhood Improvement Incentive Program 2026 – 2027 Application

Overview

Purpose:

The purpose of this grant program is to assist organizations, residents, and business owners within the City of Nevada in strengthening their neighborhood appearances, promoting the area to visitors, and improving the quality of life.

Eligible Applicants:

- Eligible applicants are property owners of residential or commercial property in the city limits of Nevada who are committed to improving neighborhoods, promoting the area, and improving quality of life.

Eligible Projects to be Considered for Funding:

- Projects that demolish a residential home or commercial structure, including capping utilities, grading and seeding the area, and for the City to acquire property. The intent of this program is to award home structures or commercial buildings, not outbuildings.

Options:

- A. **Maintain ownership** – demolish the structure, including capping utilities, grading, and seeding the area. Grants will be awarded on a minimum 50/50 cash match basis. Also, grants are set up on a reimbursement basis and payable upon completion of the project. The maximum request is \$10,000; the minimum request is \$500.00.
 - B. **Transfer property to City** – costs to the City cover title opinion, transfer of deed, and any other legal costs for the City to acquire the property. The property owner makes an offer of a gift of property to the City.
- Projects must be completed within the fiscal year of which the project is approved and funds awarded.
- Before and after pictures are required for funding.
- Work is done by a licensed professional who is permitted and inspected to do such work.
- No more than \$20,000 awarded to a single property owner each fiscal year
- Maximum funds awarded for the NIIP Program are the amount in the budget for each fiscal year

Grant Application Process:

- Written bid(s) for each expense must be attached to your application
- Proof of payment shall be provided before the grant is disbursed
- The City Administrator and the Building and Zoning Official will make final recommendations to the City Council regarding which projects should be funded. **For More Information/Questions:**

Contact the City Administrator, Finance Director, or Building and Zoning Official at 515-382-5466.

Applicant Information

Organization Name: Steve Sampson Construction & Rental Project Name: Demo/Rebuild 516 4th
Street, Nevada, Iowa

Contact Person: Steve and or Kim Sampson

Mailing Address: _____

City, State, Zip: Nevada, Iowa, 50201

Daytime Phone Number: _____

Fax: NA

E-mail: _____

Total Project Cost: \$ 12,825.00 Demo of House and Garage

Amount requesting from this grant program: \$ 6,412.50 to \$10,000 as applicable

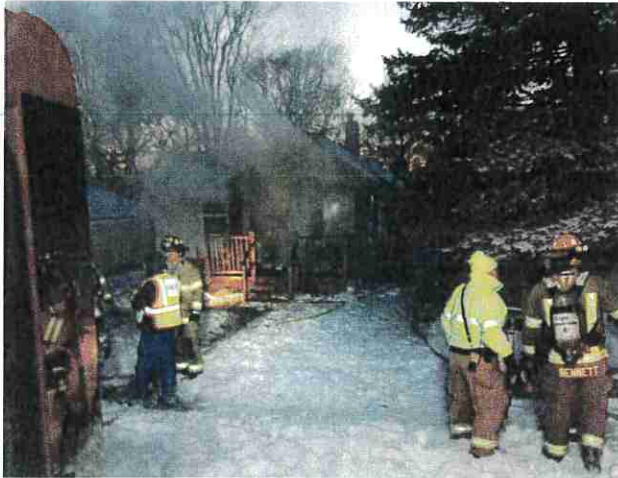
Project Address: 516 4th Street, Nevada, Iowa, 50201

Project Description: 516 4th Street Nevada - Demolition of House and Garage Structures (Due to Fire 100% Destroying)

STAFF NOTE: BEFORE AND AFTER

Before-and-after photographs of 516 4th Street. The home was destroyed by fire, the fire-damaged house and garage were demolished under this project, and the property has since been rebuilt.

BEFORE



Structure fire, February 2022



Fire-damaged house prior to demolition

AFTER



Property rebuilt (rebuild at owners' expense; not covered by the program)

STAFF NOTE — CONTRACTOR QUOTE

This is the contractor's original bid (Keith Cooper & Sons, Inc., June 23, 2022) for the 516 4th Street project.

Only the demolition line items are eligible under the program:

- Demolish existing house \$10,325.00
- Demolish garage \$2,500.00
- Eligible demolition total \$12,825.00

The third line item (dig new basement/footings and grade yard — \$8,553.00) is earthwork for the new-home rebuild, not demolition, and is excluded from the eligible cost.

Keith Cooper & Sons, Inc.

819 Lincoln Way, Suite E
Ames, IA 50010

Office: (515) 232-3456 Fax: (515) 232-7198

Email: coopdigs@gmail.com

Quote

Quoted By: Kent Cooper

Phone: (515) 291-3855

To: Steve Sampson
516 4th Street
Nevada, Iowa

Date: June 23, 2022

Job: House Demolition and Earthwork

Terms: Payment due on receipt of invoice

PROPOSAL

		<u>OUR PRICE</u>
1. Demolish existing house	\$	10,325.00
2. Demolish garage		2,500.00
3. Dig new basement, footings and grade yard for new house- Includes haul off of excess dirt		8,553.00

Note: 20% deposit is required to start work

TOTAL \$ **21,378.00**

EXCLUSIONS

1. Removal of or working around concrete, foundations, tanks, site drainage systems/tile runs, unlocated utilities, or other obstructions hidden from view or not on plans
2. Traffic Control
3. Erosion control (SWPP)
4. Bracing or shoring
5. Engineering, testing or staking
6. Rework of existing utilities at connection point
7. No more than 1 hour of exploratory digging

If you have any questions regarding this quote, please contact Kent Cooper at (515) 291-3855

Thank you for the opportunity to quote this work.

STAFF NOTE — PROOF OF PAYMENT

Proof of payment. Copies of the two canceled checks the property owners issued to the contractor, obtained from their credit union. Together they total \$18,378.00 paid to Keith Cooper & Sons, Inc. The reverse of each check is endorsed "For Deposit Only — Keith Cooper and Sons, Inc." and shows the bank's clearing stamp. Account and routing numbers have been redacted.

Check #3270 — \$4,275.60 (20% deposit), dated June 24, 2022

KIM OR STEPHEN SAMPSON RENTAL ACCOUNT 741 WESTWOOD DRIVE NEVADA, IA 50201 PH. 515 [REDACTED]		3270 72-7259/2739
DATE <u>6/24/22</u>		
PAY TO THE ORDER OF <u>COOPER EXCAVATOR</u>	\$ <u>4,275.60</u>	
<u>FOUR THOUSAND TWO HUNDRED AND SEVENTY FIVE AND 60/100</u>		
RIVER VALLEY CREDIT UNION Ames, IA • Nevada, IA		
MEMO <u>[REDACTED]</u>		

Check #3288 — \$14,102.40 (balance), dated October 10, 2022

KIM OR STEPHEN SAMPSON RENTAL ACCOUNT 741 WESTWOOD DRIVE NEVADA, IA 50201 PH. 515 [REDACTED]		3288 72-7259/2739
DATE <u>10/10/22</u>		
PAY TO THE ORDER OF <u>KEITH COOPER & SONS INC.</u>	\$ <u>14,102.40</u>	
<u>FOURTEEN THOUSAND ONE HUNDRED AND TWO AND 40/100</u>		
RIVER VALLEY CREDIT UNION Ames, IA • Nevada, IA		
MEMO <u>516 4th St David</u>		

Keith Cooper & Sons, Inc.
 909 Brookridge Ave
 Ames, IA 50010
 515-232-3456

Statement

DATE

10/31/2022

Steve Sampson
 741 Westwood Dr.
 Nevada, IA 50201

AMOUNT DUE

					AMOUNT DUE
DATE	DESCRIPTION			AMOUNT	BALANCE
05/31/2022	Balance forward				0.00
	516 4th St. Nevada-Sampson House Demo-				
06/24/2022	INV #80882. 20% downpayment			4,275.60	4,275.60
06/24/2022	PMT #3270. Steve Sampson			-4,275.60	0.00
07/13/2022	INV #81008.			0.00	0.00
08/05/2022	INV #80883.			14,102.40	14,102.40
08/05/2022	INV #81138.			3,000.00	17,102.40
10/13/2022	PMT #3288. Steve Sampson			-14,102.40	3,000.00
10/13/2022	CREDMEM #81488.			-3,000.00	0.00

INVOICE

Keith Cooper & Sons, Inc.
 909 Brookridge
 Ames, IA 50010
 515-232-3456
 billing@cooperdigs.com

DATE	NO
8/5/2022	81138

Steve Sampson
 741 Westwood Dr.
 Nevada, IA 50201

LOCATION AND/OR WORK DESCRIPTION	
Steve Sampson 516 4th St. Nevada, IA	
P.O. #	TERMS
	Due upon receipt

DATE	DESCRIPTION	MACHINE	QTY	RATE	AMOUNT
8/5/2022	Remainder of bill amount-backfilling			3,000.00	3,000.00
Finance charge will be applied to any invoices at a rate of 1.5% with a minimum charge of \$50.00 if payment is not received within 30 days of invoice date.				Total	\$3,000.00

Finance Director / Assistant City Administrator Report*Reporting Period: July 13, 2026 – August 10, 2026***RAGBRAI 2026 "Why Nevada?" Campaign**

Nevada was a RAGBRAI lunch stop on July 22, with 20,000+ riders coming through town. The "Why Nevada?" campaign gave us a chance to put Nevada in front of that many people at once, and the day was a real success. Alongside NEDC Executive Director Jennifer Luengas-Otto, I met and talked with many people about all the great things happening in Nevada. One conversation stood out: a county economic development board representative from an Indiana county asked for my poster board slides and was also interested in how Nevada has been able to supplement its housing, recreation projects, and industrial base thus far.

Employee Retirement Benefit Review

Our 457(b) review has moved from early exploration to a working recommendation. Benchmarking our current vendor against competing proposals confirmed our costs are well above market, and that moving to Empower would cut employees' all-in plan costs by more than half at no additional cost to the City. Empower also adds value our current plan lacks: financial-wellness and budgeting technology, plus one-on-one retirement consulting delivered locally through Nevada fee-based fiduciary Tom Geist of Edward Jones. This remains a work in progress. Erin and I will meet with current participants to walk them through their personal savings, the new technology, and the local 1:1 consulting available to them. Pending approval, the provider's contract language would go to the City Attorney before any recommendation and resolution come before Council through the normal process, with the vendor change targeted for the December/January benefits enrollment window.

Iowa City/County Management Association Summer Conference

In July, I attended the Iowa City/County Management Association's Summer Conference, a well-worthwhile experience focused on how Iowa cities are managing the State's recent tax-reform legislation while continuing to offer competitive benefits to their employees. Sessions covered a broad range of topics relevant to our work, including a keynote on championing civility, the role of the City Development Board, optimizing benefits to boost employee recruitment and retention, career health, changes to urban renewal and urban revitalization, and a property-taxes

panel discussion. A recurring theme was finding creative, fiscally responsible ways to add value for city employees without increasing the employee benefit levy. One promising benefits idea from the conference is detailed in the section below.

Retirement Healthcare Funding (Section 115 Trust) Exploration

Erin and I have begun exploring a Section 115 Trust as a potential future benefit for City employees, an idea that came out of the conference's benefits discussion and a presentation by an official from the City of Maquoketa on how their city uses one. In short, the structure allows employees to convert sick, comp time, and possibly a low % of salary into a triple-tax-free account for medical expenses in retirement, offering meaningful value to employees at no additional cost to the City and without increasing the benefit levy. We have reached out to IPAIT, the Iowa Public Agency Investment Trust, to learn whether they could manage the trust's funds on the City's behalf. This is an early-stage inquiry, and we will report back as more information becomes available, but it could be another cost-effective benefit we can offer our team.

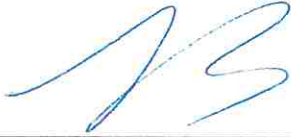
Downtown CDBG Façade Improvement Program

After the bid came in over the architect's estimate, the project's architecture firm has been working with the contractor to bring construction costs down. Because the State's CDBG grant is capped at \$650,000, the overage fell to the local share, raising the owners' combined cost to a level where some addresses were at risk of being dropped. We prepared a memo recommending the City cover half of the owners' increase, an additional draw on Local Option Sales Tax rather than property taxes, which keeps every building in play while staying within the amount already budgeted. The memo weighs both options and makes the economic case for the investment, supported by University of Wisconsin research on comparable façade programs, and it requires no new appropriation.

Property Tax Reform (SF 2472) Impact Review

Our review of the fiscal impact of SF 2472, the State's 2026 property tax reform law, has advanced from initial research into the statute to a working forecast of how the new revenue limits and homestead exemption will affect the City's general fund. Working from the Iowa State University Extension's latest understanding of the enacted law, I have been building a multi-year general fund model, partnering with the Story County Assessor to quantify the homestead exemption's effect on our taxable base. I have also coordinated with peers in the Metro Des Moines finance directors group navigating the same law. This remains a work in progress: a few key figures are still being verified, and I am continuing to refine the forecast. Pending that, I plan to walk the Budget Committee and, eventually, Council through the longer-term outlook as part of our normal budget process, with workshops beginning in September and additional dates to follow.

Sincerely,

A handwritten signature in blue ink, appearing to be 'LB', is positioned above a horizontal line.

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



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

To: Mayor and City Council
From: Chris Brandes, Public Safety Director/Chief of Police
Date: Thursday, August 6, 2026
Ref: Report for City Council Meeting for Monday, August 10, 2026

Staffing

No change to staffing.

Activity

RAGBRAI took place on July 22nd. This event was covered by staffing without requiring any extra hours of work.

NPSD supported the Story County Fairgrounds with overnight security and security during the concerts.

NPSD conducted a GTSB traffic project on July 31st at the intersection of S14 and West N Avenue. From 7:00AM to 10:00AM, 16 traffic stops were conducted resulting in 14 citations.

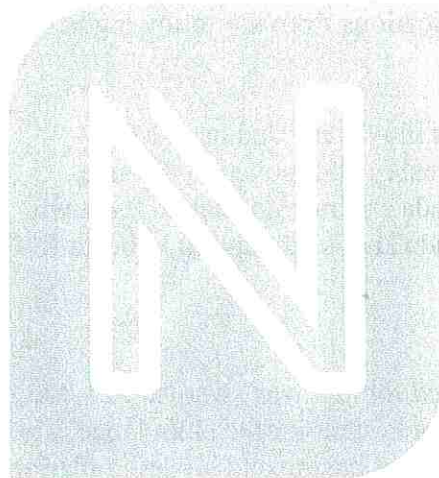
The police department has either responded to or self-initiated 604 calls for service in the month of July. **THIS IS 28 CALLS FOR SERVICE LESS THAN 2025.**

Highest number of calls listed below:

Traffic Stops: 217
General Info: 59
Animal Call: 41
Medical Assists: 35
Suspicious Person: 27
Follow Up: 24

Respectfully submitted,

Chris Brandes
Public Safety Director
Chief of Police





NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

TO: Chris Brandes, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: August 3, 2026

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

Calls to date in 2026: 444
Calls to date same time last year (2025): 519

Fires calls for July 2026: 5
EMS total calls for July 2026: 40
Rescue/extrication for July 2026: 0
Fall / Lift assistance for July 2026: 7
Fall with Injury July 2026: 6
Weather related spotting July 2026: 2
Good intent calls for July 2026: 1
Community events for July 2026: 4

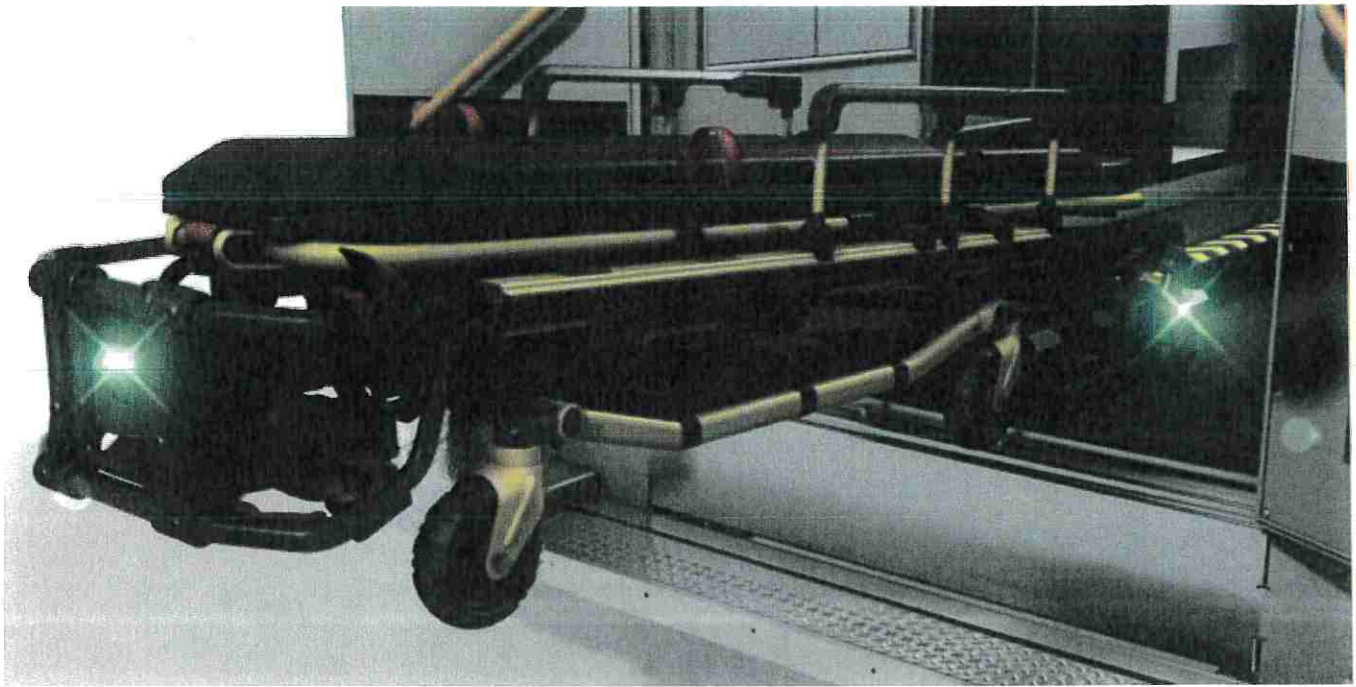
Membership: Current roster number of members: 42

The department has received applications from the following persons who are set to begin our application processes Aug. 5.

James Wilhite- non-residents lives in Ankeny and has EMT
Eston Cole- Lives in Nevada Township and moved to the area
Daniel Ingerson- Grew up in Nevada and moved back to the town
Mackenzie Arends- Lives in Nevada and is attempting to be an EMT and join the National Guard

Prairie Meadows Grant

The Nevada Firefighters Inc applied for and was awarded \$21,000 from Prairie Meadows to assist in purchasing a Stryker power load cot system for the ambulance. The power load cot system is a battery operated cot with a designed automatic raising and lowering platform affixed to the ambulance. This really is the gold standard for moving patients in and out of the ambulance. The system reduces the risk of dropping patients during transporting in and out of the ambulance and also saves medic's backs from back injuries associated with lifting patients on the cot. A new Stryker power load system costs around \$47,000-\$55,000. However, the department researched Arrow Manufacturing in Rock Rapids, Iowa. They have a refurbished unit for \$25,000 that they have reserved for our department. Bondurant FD has purchased 3 refurbed power unit systems from Arrow Manufacturing and have had no issues. The department will take the ambulance to Rock Rapids in September and it will be at their facility getting the needed hardware installed.



ISO Review August 18, 2026

ISO is coming to town on August 18th to assess the fire department and community fire protection classification. This review is completed every 5 years. The in-depth assessment will likely take all day and 15 random fire hydrants both in the public and at private businesses will be tested for flow rates. The department will undergo significant records requests to show the fire department is being held to industry standards. The City of Nevada is currently rated an ISO Class 3. That is rare for a volunteer department and the only way to improve our rating is with part-time or full time staffing.

ISO ratings play a significant role in how fire departments evaluate their operational readiness and how communities are assessed for fire protection capability. While the score itself is just one metric, it reflects performance across critical areas like staffing, training, water supply, and communications.

ISO stands for Insurance Services Office (ISO), which is an independent, for-profit organization. The ISO scores fire departments on how they are doing against its organization's standards to determine property insurance costs. After analyzing the data it collects, the ISO assigns a Public Protection Classification (PPC) on a scale from 1 to 10. The lower number of the ISO fire protection class (with Class 1 being the best), the "better" the department – at least in the eyes of the ISO. The city should develop a future plan to achieve ISO 2.

Part of the testing includes recording dump times and fill times of our rural water tenders. Pictured below is a timed drill in which using no engine water, crews must set up and flow out of a master stream hose line in 5 minutes. The water used must come from the tender's porta-tank. Our crews on three occasions completed this drill in just over 1 minute. Our goal is not to go backwards in ISO rating even if we can not achieve an ISO 2 rating without staffing the fire department.



Ambulance Billing

We are currently working with the city to complete any CMS paperwork that will allow us to bill our ambulance transports when they happen. At this point any calls where we have transported have been at no cost to patients. Obviously, that is not sustainable as a business model long term. It is not possible for our department to get into ambulance transporting without dedicated staffing. Fire departments who do transport take advantage of GEMT supplemental Medicare funding to cover the actual costs associated with running a 911 ambulance transport service. The billing for transports is only allowed once approved by Medicare. After receiving a Medicare number, we will be approved for billing private insurances like BC/BS. It is a considerable undertaking to be an approved transport ambulance. The fire department has always provided medical care at no charge. However, some of the advanced treatments require the use of expensive expendables like medications, IV fluids, IO needles and disposable equipment. It is estimated the city spends up to \$400 in equipment and supplies for every cardiac arrest worked. In fact, a case of gloves costs almost \$400 and they are worn on every medical call. It makes sense the city can not keep providing medical care for free.

Nevada Streets Report

- ❖ Patching
- ❖ City locates
- ❖ Assisting other Dept
- ❖ Regular maintenance of vehicles
- ❖ Intake repair on Osage
- ❖ Bids for drive into the new dump
- ❖ Working on plans for I and I in town
- ❖ Graded and put gravel on 200th ST

August 10th / 2026

Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift stations, and remote flow basin.
- Consulted DNR in relation to bypass pumping during I&I events.
 - There is no official Standard Operating Procedure from the DNR.
 - A permit Amendment will have to be made if we look to create a bypass pumping plan.
 - The equipment to do so is being looked into while we continue to work on the Inflow and Infiltration problems effecting the sanitary sewer.
- The DNR has placed the city on a Chloride Monitoring Schedule, we will be required to test and log chloride levels discharging from the facility.
- An industrial user was conducting a chemical trial, the trial inadvertently caused a surge in phosphorous loading rates.
 - The industry has been notified of the impact, and will be monitoring more closely.
- Lucas Battani has assisted in generating a spreadsheet to enhance efficiency in relation to the DNR Reporting and Surcharge Billing.
- The Nevada Rotary Club toured the New Wastewater Treatment Facility 7/29
 - If anyone or any organization is interested at a closer look at the Treatment Facility they can reach out by contacting the office number to schedule a visit.
- Ongoing Punch List Work & Warranty Work is being logged & completed at Phase 2 & 3.
- 15th & H Lift Station drywell plumbing inspection was conducted by Midwest Pump Works, everything checked out in well-functioning order.
 - Generator was inspected separately, looking into future needs of system.



August 4, 2026

To: Mayor, City Council, and Park and Recreation Board

From: Rhonda Maier, Director of Parks and Recreation

Re: Monthly Information Report

- Completed Work/Accomplishments
 - RFP's for aquatic center improvements.
 - Quotes for cemetery tractor lease.
 - Successful RAGBRAI.
 - Completed registration for fall recreational programming.
 - Tennis court crack repairs.
 - Removal of Harrington Park fencing.
 - Purchase of Harley Rake
 - Purchase of UTV with Plow

- Items Currently Working On/Gathering Information
 - Paula's Pedals – local initiative to promote cycling, bike safety, and trail development.
 - Harrington Park Capital Campaign.
 - Internet dish installation with owned equipment for pump house and possible controller purchase.
 - Adopt a flower bed/community beautification program.
 - Continued work with DNR on stocking of community ponds.
 - Removal of ball field mix and turf restoration at Harrington Park.
 - Hattery Park Playground equipment installation September 21 and 22.
 - Cemetery tractor lease bids.
 - SRF Project Extension.

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



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

Date: Monday, August 3, 2026

Muriel Burnett
Market Manager
Farmer's Market Committee
market@mainstreetnevada.org

RE: 2026 Nevada Farmer's Market – September 24th

Dear Muriel:

I received your email dated July 29, 2026 in reference to the September 24th, 2026 Nevada Farmer's Market. Your request is to close the 500 block of K Avenue on September 24th. This will go along with the previous request that closed the 600 block of K Avenue. In doing this request, you would close K Avenue east of 5th Street and west of 6th Street. This will allow north/south traffic on 6th Street. You will close traffic to the alleyway between 5th Street and 6th Street on K Avenue. The closure will begin at 4:00PM and end at 8:30PM. In addition to the closure at 4:00PM, you have advised you will use signage earlier in the day to inform vehicles of the pending road closure. You have advised you will be using Main Street Nevada's street barricades.

Your Street Closure Request is Approved.

YOU MUST ALLOW ACCESS FOR EMERGENCY VEHICLE TRAFFIC IF NECESSARY.

Through our communication, you have stated all businesses that would be affected by this closure have been notified.

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

Should the need arrive, you may contact Nevada Street Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It is your responsibility to make these arrangements with Mr. Mousel.

Should you have any questions please let me know. Thanks again,

Respectfully,

Chris Brandes
Public Safety Director
Chief of Police

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



Public Safety Director

July 29th, 2026

Chief Brandes,

Main Street Nevada Downtown Market Committee is requesting a street closure. We would like to close K Ave from 5th Street to 6th Street (leaving the intersections open) in addition to our regular street closure on Thursday September 24th from 4pm to 8:30pm. This would allow for collaboration with Story County Medical Center to bring some additional activities to the Market and showcase SCMC's 75th anniversary.

Main Street Nevada owns street barricades that will be used on the east side of the 5th Street and K Ave intersection and the west side of the K Ave and 6th Street Intersection. As well as all alleyways along K Ave between 5th Street and 7th Street. The MSN Downtown Market Committee will be in charge of putting the barricades up at 4pm and taking them down by 8:30pm. Signs will be placed on K Ave between 5th Street and 7th Street the afternoon of the street closure, warning patrons that no parking will be allowed after 4pm.

The purpose of this street closure is to allow the MSN Downtown Market to take place in our moderately trafficked downtown area. The closer is necessary to provide safety to all the market goers and vendors.

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

Muriel Burnett

Main Street Nevada Downtown Market Committee Manager

515-351-0612

market@mainstreetnevada.org

