

COPY

PUBLIC NOTICE

There will be a Council Work Session on Monday, September 14, 2026, beginning at 5:30 p.m. until finished, preceding the Regular City Council Meeting in the Council Chambers of Nevada City Hall, 1209 6th Street, Nevada, Iowa to discuss recycling and the debris site. The regular City Council Meeting will begin directly after the work session.

There will be no action taken by the council.



AGENDA
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, SEPTEMBER 14, 2026 – 6:00 P.M. or DIRECTLY AFTER WORK SESSION
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, September 14, 2026**

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
 - A. Approve Minutes of the Regular Meeting held on August 24, 2026
 - B. Approve Payment of Cash Disbursements, including Check Numbers 90767-90848 and Electronic Numbers 6247-6327 (Inclusive) Totaling \$554189.70 (See attached list); the First Interstate Card Purchases for the September 19, 2026 Statement, total \$3,150.56; and Sam's Club Card Purchases for September 22, 2026 Statement, total \$291.84
 - C. Approve Final Payment of \$30,000 to Camelot Theater Foundation per Resolution No. 045 (2022/2023)
 - D. Approve Tax Abatement
 - a. BP2025-252: 712 Academy Circle, New Home
 - E. Probationary Firefighter: Joseph Winter

5. MAYOR'S APPOINTMENTS

- A. Parks & Recreation Board – Paula Feltner
- B. Board of Adjustment – Austin Good

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 Repair of two Sanitary Manholes
8. Approve Pay App No. 01 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$230,746.05
9. Approve Change Order No. 02 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$129,706.00
10. Approve Change Order No. 03 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$3,842.00
11. Approve Material Storage for Oak Park Estates Trail Project in the amount of \$3,024.00
12. Approve Change Order No. 05 for Oak Park Estates Trail from MidState Solution, LLC in the amount of \$9,625.00
13. Ordinance No. 1080 (2026/2027): An Ordinance Amending Chapter 63 (Speed Regulations) of the Nevada Municipal Code to make Necessary Changes to Speed Zones, second reading
14. Approve Fire Sprinkler Inspection Invoices from Ahern
15. Approve Administrative Policy: Workplace Bullying & Respectful Workplace
16. Approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for 1622 Fawcett Parkway (Dollar Fresh)
17. Approve Bid for Well Field Farm Land
18. Resolution No. 031 (2026/2027): Resolution Authorizing Submission of an Application to the Iowa Economic Development Authority Nuisance Property and Abandoned Building Remediation Program
19. REPORTS – City Administrator/Mayor/Council/Staff
20. ADJOURN

The agenda was posted on the official bulletin board on September 11, 2026, in compliance with the requirements of the open meetings law.

Posted _____

E-Mailed _____

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2026-2027\2026-09-14.DOC



MEMO FOR
REGULAR MEETING OF THE NEVADA CITY COUNCIL
MONDAY, SEPTEMBER 14, 2026 – 6:00 P.M.

7. Approve Repair of two Sanitary Manholes
Enclosed you shall find an email from the engineer recommending the RFQ submitted by Hydro-Klean, LLC.
8. Approve Pay App No. 01 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$230,746.05
Enclosed you shall find the first pay application for the N Ave Project.
9. Approve Change Order No. 02 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$129,706.00
Enclosed you shall find the second contract modification from Castor.
10. Approve Change Order No. 03 for 2026/27 Street Reconstruction – N Avenue from 5th Street to 8th Street from Castor Construction, LLC in the amount of \$3,842.00
Enclosed you shall find the third contract modification from Castor.
11. Approve Material Storage for Oak Park Estates Trail Project in the amount of \$3,024.00
Enclosed you shall find the invoice for storage of the railing associated with the project.
12. Approve Change Order No. 05 for Oak Park Estates Trail from MidState Solution, LLC in the amount of \$9,625.00
Enclosed you shall find the engineer's recommendation and change order.
13. Ordinance No. 1080 (2026/2027): An Ordinance Amending Chapter 63 (Speed Regulations) of the Nevada Municipal Code to make Necessary Changes to Speed Zones, second reading
Enclosed you shall find the second reading of Chapter 63, adding speed zones for the housing development north of town off S14.
14. Approve Fire Sprinkler Inspection Invoices from Ahern
Enclosed you shall find email correspondence providing some additional detail for the provided invoices. Ahern is performing annual fire alarm and sprinkler inspections as well as maintenance and any corrective measures.
15. Approve Administrative Policy: Workplace Bullying & Respectful Workplace
Enclosed you shall find a bullying policy that will work in conjunction with the employee handbook.
16. Approve Recommendation from the Planning and Zoning Commission Regarding the Site Plan for 1622 Fawcett Parkway (Dollar Fresh)
Enclosed you shall find a brief memo as well as HyVee's submittal to convert Dollar Fresh Market to a Hy-Vee Grocery Store.

17. Approve Bid for Well Field Farm Land

Enclosed you shall find the action form providing background on the City-owned land adjacent to I-35, and the bids that were received for cash rent.

18. Resolution No. 031 (2026/2027): Resolution Authorizing Submission of an Application to the Iowa Economic Development Authority Nuisance Property and Abandoned Building Remediation Program

Enclosed you shall find the resolution and development agreement with NEDC for the Burke Property on 11th Street.

NEVADA CITY COUNCIL – MONDAY, AUGUST 24, 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, August 24, 2026, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Luke Spence, Henry Corbin, Jason Sampson, Andy Kelly, Sandy Ehrig. Absent: Charlie Good.

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

Also in attendance were: Mary Mooreland, Paul Mooreland, Courtney Sisson, Kathy Solko, Raymond Jones, Sue VandeKamp, George LaCava, Jennifer Luengas-Otto, Wade Presley, Wes Hubbard, Keegan Patterson, Chuck Peebles, Teresa Wheelock.

3. APPROVAL OF AGENDA

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

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

Motion by Sandy Ehrig, seconded by Andy Kelly, to **approve the following consent agenda items:**

- A. Approve Minutes of the Regular Meeting held on August 10, 2026
- B. Approve Payment of Cash Disbursements, including Check Numbers 90693-90766 and Electronic Numbers 6145-6246 (Inclusive) Totaling \$453,453.51 (See attached list)
- C. Approve Financial Reports for Month of July, 2026
- D. Resolution No. 027 (2026/2027): A Resolution to Approve Lease and Purchase Agreement for Cemetery Tractor and Loader
- E. Approve Renewal of Special Class "C" Retail Alcohol License for Camelot Theater Foundation d/b/a/ Camelot Theater Foundation, 1114 6th Street, Effective September 28, 2026
- F. Approve Tax Abatement
 - a. BP2025-174: 705 Academy Circle, New Home

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

5. MAYOR'S REAPPOINTMENTS

- A. Planning & Zoning – Paul Maiefski

- B. Board of Adjustment – Mark Pleis
- C. Public Arts Advisory Commission – Wade Presley

Motion by Luke Spence, seconded by Andy Kelly, to **approve the following reappointments: Paul Maiefski, Planning & Zoning; Mark Pleis, Board of Adjustment; Wade Presley, Public Arts Advisory Commission.** After due consideration and discussion the roll was called. Aye: Spence, Kelly, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

6. MAYOR'S APPOINTMENTS

- A. Library Board
 - a. Jennifer Sloan
 - b. Teresa Wheelock

Motion by Sandy Ehrig, seconded by Jason Sampson, to **approve the following Library Board appointments: Jennifer Sloan and Teresa Wheelock.** After due consideration and discussion the roll was called. Aye: Ehrig, Sampson, Kelly, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

- B. Historic Preservation Commission
 - a. Nick Garvin

Motion by Jason Sampson, seconded by Luke Spence, to **approve the following Historic Preservation Commission appointment: Nick Garvin.** After due consideration and discussion the roll was called. Aye: Sampson, Spence, Corbin, Kelly, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Public Arts Advisory Commission
 - a. Keegan Patterson
 - b. Jenna Goodwin
 - c. Cass Brower

Motion by Henry Corbin, seconded by Sandy Ehrig, to **approve the following Public Arts Advisory Commission appointments: Keegan Patterson, Jenna Goodwin, Cass Brower.** After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Spence, Sampson, Kelly. Nay: None. The Mayor declared the motion carried.

7. PUBLIC FORUM:

Wade Presley shared the idea of naming the “performance area” in front of City Hall after FC Parrish.

Wes Hubbard expressed concerns regarding gym equipment going in the Field House and another business that is involved with the programming.

George LaCava, a local gym owner also expressed concerns and invited open communication for any future endeavors.

- 8. ~~Resolution No. 028 (2026/2027): A Resolution Accepting and Approving the Retracement Plat of Survey for GWC Real Estate, LLC, Lots 7 & 8 in West Park Addition City of Nevada, Story County, Iowa~~

No action was taken by council on this item.

9. Resolution No. 029 (2026/2027): A Resolution Accepting Amendment to Right of Way Agreement for Highway 30 Pipeline Relocation Project Between the City of Nevada, Iowa and Magellan Pipeline Company, LP

Motion by Jason Sampson, seconded by Andy Kelly, to **adopt Resolution No. 029 (2026/2027)**. After due consideration and discussion the roll was called. Aye: Sampson, Kelly, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

10. Approve Initial Step for City Debris Site

Motion by Jason Sampson, seconded by Henry Corbin, to **approve option 1: Accept the quote from OnTrack Construction in the amount of \$12,700 for the initial grading and rock work to be completed at the debris site.** After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Kelly, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

11. Resolution No. 030 (2026/2027): Resolution Providing Economic Development Support for Sweet Dreams Challenge Grant

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 030 (2026/2027)**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Spence, Corbin, Kelly. Nay: None. The Mayor declared the motion carried.

12. Ordinance No. 1080 (2026/2027): An Ordinance Amending Chapter 63 (Speed Regulations) of the Nevada Municipal Code to make Necessary Changes to Speed Zones, first reading

Motion by Luke Spence, seconded by Andy Kelly, to **approve Ordinance No. 1080 (2026/2027), first reading.** After due consideration and discussion the roll was called. Aye: Spence, Kelly, Ehrig, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

13. ADJOURNMENT

There being no further business to come before the meeting, motion by Jason Sampson, seconded by Sandy Ehrig, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 6:42 p.m. the meeting adjourned.

Ryan Condon, Mayor

ATTEST:

Erin Mousel, City Clerk

Published: _____

Council Approved: _____

CITY OF NEVADA CLAIMS 9/14/2026

PAYEE	DESCRIPTION	CHECK AMOUNT	CHECK #
FIRST INTERSTATE BANK	PD-SUPPLIES	5,375.93	6247
SAMS CLUB	PD-SUPPLIES	1,086.27	6248
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	319.75	6249
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	6,118.57	6250
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	1,230.51	6251
EFTPS	FEDERAL WITHHOLDING TAX Pay Period: 08/30/2026	31,901.43	6320
CORNISH, DEVIN	HSA Pay Period: 08/30/2026	50.00	6321
HUTTON, RYAN	HSA Pay Period: 08/30/2026	355.42	6322
SYDNES, KELLAN	HSA Pay Period: 08/30/2026	40.00	6323
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	2,101.94	6324
TREASURER STATE OF IA	SALES TAX 8/2026	15,768.25	6325
TREASURER STATE OF IA	WET 8/2026	11,269.65	6326
WAGeworks/HEALTH EQUITY	FSA 2025 PMTS	859.56	6327
ALLIANT	ALL-UTILITIES	12,231.35	90767
VOID	VOID	VOID	90768
WINDSTREAM	WWTP/PD/CH/WTR-UTILITIES	282.35	90769
T-MOBILE	ALL-GEO TABS	128.10	90770
DELTA DENTAL OF IA	DENTAL 9/2026	4,421.90	90771
FIDELITY SECURITY LIFE	VISION 9/2026	1,106.57	90772
WELLMARK	HEALTH 9/2026	46,052.85	90773
PAYROLL	PAYROLL	300.00	90774
PAYROLL	PAYROLL	132.41	90775
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 08/30/2026	122.02	90776
MISSION SQUARE	DEFERRED COMPENSATION Pay Period: 08/30/2026	515.00	90777
ACCESS SYSTEMS	BP-50C31 COPY RM	683.94	90778
ALLEYS PIZZA	POOL-CONCESSIONS	49.50	90779
ALLMAX SOFTWARE	WWT-MAINTENANCE PROGRAM SUBSCRIPTION	3,755.00	90780
AMAZON	STS/PD/CH/PR-SUPPLIES	430.62	90781
AMERICAN PUBLIC WORKS ASC	STS-MEMBERSHIP/CONFERENCE	1,382.00	90782
ARMOR EQUIPMENT	STS-JET HOSE MISC	2,230.30	90783
ARNOLD MOTOR SUPPLY	STS/FD-SUPPLIES	462.56	90784
BIG 8 TYRE CENTER	PKM/PD/STS/WWT/PKM-TIRE REPAIR	4,495.80	90785
BOUND TREE MEDICAL, LLC	EMS-MEDICAL SUPPLIES	788.95	90786
BRICK GENTRY PC	WWT PROJ-LEGAL	12,425.00	90787
CAMELOT THEATER FOUNDATION	RESO 045(2022/2023)PYMT 4/4	30,000.00	90788
CAPITAL SANITARY SUPPLY	CH/PKM/FH-JANITORIAL	805.27	90789
CENTRAL IA REG TRANS PL	STS-FY27 ASSESSMENT	1,177.00	90790
CENTRAL IOWA BROADBAND	FH-INTERNET	375.00	90791
CENTRAL STATES ROOFING	WTR-ROOF REPAIR	359.31	90792
CON-STRUCT INC	SRF PRJT B FINAL RETAINAGE	4,690.78	90793
DAKOTA SUPPLY GROUP	WTR-WATERMAIN REPAIR 11TH AND M	242.15	90794
DELTA INDUSTRIES	WWT- COMPRESSOR M+R	473.42	90795
DICKS FIRE EXTINGUISHER	PD-EXT REFILL	58.60	90796
DOOR & FENCE STORE	FD- OVERHEAD DOOR REPAIR	762.50	90797
DORSEY & WHITNEY	SRF-C1307R BOND FEE	23,505.00	90798
ELLIOTT EQUIP	STS A7 GUTTTER BRM	790.11	90799
ELLSWORTH, BALINDA	ADM-ELLSWORTH IMFOA CERT TRNG	150.00	90800
FAREWAY	POOL/WTR/ADM-SUPPLIES	252.20	90801
FELD EQUIPMENT CO INC	FD- HOSE APPLIANCES	689.95	90802
FIRSTNET	PD-CAR COMPUTERS	393.47	90803
FREEDOM TIRE & AUTO CEN	PD-TIRES	802.16	90804

GANNETT IOWA LOCALIQ	ORD 1079 EBIKES/SCOOTERS	898.56	90805
GRAINGER	WWT-GRIT DRIVE/AIR FILTERS	576.51	90806
HACH COMPANY	WTR-PHOSPHORUS TESTS/LAB SUPPLIES	819.30	90807
HARBOR FREIGHT	STS TRASH PUMP/SUPPLIES	2,259.93	90808
HAWKINS INC	WTR-AZONE 15	3,559.68	90809
HETZLER & RHODES CONCRE	STS STREET RPR	1,238.51	90810
HR GREEN, INC	P&Z/WWT-ENGINEERING	3,246.64	90811
IA ONE CALL	WTR/WWT-ONE CALLS	189.30	90812
IA PARK & RECREATION ASSOC	PKM-IPRA	720.00	90813
IA PRISON INDUSTRIES	STS LINCOLNWAY SIGNS	1,102.20	90814
IA STATE UNIVERSITY	PD-RADIO FEES	13,355.83	90815
IA STATE UNIVERSITY	PD-RADIO SUBSCRIBER FEES FY25	8,469.55	90816
INTERSTATE ALL BATTERY	FD- RECYCLE OLD BATTERIES	3.00	90817
JEO CONSULTING GROUP INC	8TH ST BRIDGE ENG.	8,908.50	90818
MACQUEEN EQUIPMENT	FD-SCBA LENS INSERTS	203.42	90819
MADISON NATIONAL LIFE INS	WWTS-LIFE INS	553.78	90820
MARTIN BROS DIST	POOL-CONCESSIONS	1,246.92	90821
MEDICAP PHARMACY	EMS-MEDICAL SUPPLIES	149.54	90822
MENARDS	FD/WWT-SUPPLIES	141.16	90823
METRONET	ALL-INTERNET SVC	294.90	90824
MID-IA PLANNING ALLIANCE	ED-MEMBERSHIP	1,039.00	90825
MISSISSIPPI LIME CO	WTR-LIME	10,888.33	90826
MORPHEW, CARTER	PD-REIMB	192.00	90827
MOUSEL, ERIN	ADM-REIMB	257.08	90828
NEVADA COMMUNITY SCHOOL	WWT-FUEL	6,083.83	90829
NEVADA SENIORS	WTR/WWT-UTILITY BILLS	225.00	90830
NIPPON SANSEI MATHESON	POOL-CO2	60.76	90831
ORCHARD INC	TRUNKLINE FINAL RETAINAGE	4,611.30	90832
OVERHEAD DOOR CO	PD-DOOR RPR	619.90	90833
RACOM CORPORATION	FD-RADIO MNT/REPAIR	5,659.89	90834
SALTECH SYSTEMS	ADM-WP	59.95	90835
SCHENDEL PEST CONTROL	PKM/POOL-PEST CONTROL	76.34	90836
SIGLER COMPANIES, INC.	OUR NEVADA	2,711.89	90837
UNITYPOINT HEALTH AT WORK	WTR-HOVICK DRUG TESTING	126.00	90838
UTILITY SERVICE CO	WTR-PLANT TANK/8TH STREET TANK	13,096.88	90839
WAGeworks/HEALTH EQUITY	ALL-FLEX BENEFIT	196.35	90840
WEX BANK	PD-FUEL	3,647.87	90841
WHKS & CO.	ALL-ENGINEERING	71,575.51	90842
WILSON REPAIR LLC	WTR-TIRE RPR	31.75	90843
WINDSTREAM	SC/PD/CH-PHONES	274.44	90844
ZIMCO SUPPLY CO	PKM-GRASS SEED	780.00	90845
ALLIANT UTILITIES	ALL-UTILITIES	39,590.71	90846
STATE HYGIENIC LAB	WTR/WWT-LAB ANALYSIS	4,005.50	90847
VAN WALL EQUIPMENT	CEM/PKM/STS/WWT/CEM-MISC EQUIP RPR/SUPPLIES	4,545.16	90848
	PAYROLL EFT (6252-6319)	101,896.61	
	TOTAL	554,189.70	

Vendor # 1170

20260908

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 9/14/2026 W/CLAIMS

<u>Tran Date</u>	<u>Merchant Name</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
8/20/2026	Int'l Code Council	PZ-Cont Ed	255.00	102286460	001-540-6240
7/28/2026	USPS	LIB-Postage	6.15	092	001-410-6508
7/29/2026	Dollar General	LIB-Programming	34.55	175910	169-411-6595
8/6/2026	Dollar General	LIB-Programming	6.7	178148	169-411-6595
8/6/2026	Wal-Mart	LIB-Summer Prgm	19.79	UK0IPZ343986	169-411-6595
8/12/2026	Microsoft	LIB-Software	50.33	E07010E7J1	001-410-6594
8/12/2026	Zoom	LIB-Recruitment	159.90		001-410-6491
8/18/2026	Flowcode	LIB	60		
8/21/2026	Wall Street Journal	LIB-Material	41.72	20260820	001-410-6559
7/31/2026	Golden Valley Supply	LIB-Ceiling Panels	183.11	1116607	001-410-6310
8/4/2026	Sports Engine	REC, Website	1,299.00	INV02303176	001-477-6499
8/13/2026	NRPA	REC, Training	75.00	346585	001-460-6240
8/19/2026	Canva	PKS, Harrington Project	143.00	04978-46132773	319-430-6729
8/19/2026	SQ Main Street Nevada	PKS, Harrington Project	20.00	LLNVG6ISDdq6Eah3leepYLIac09Y	319-430-6729
7/29/2026	DMACC	WWWT-	60	20260729	610-810-6240
8/1/2026	Go Daddy	ADM-Website/Emails	27.46	4153284582	121-613-6431
8/12/2026	Sangoma	Water Plant	31.30	0975472	600-811-6373
		Wastewater Pl	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
8/17/2026	Twilio	ADM-Notifications	12.14	20260816	121-613-6431
8/19/2026	Zoom	ADM-Website	76.78	INV366704332	121-613-6431
8/20/2026	Menards	PZ-Supplies	106.45	MCOM39043514	001-540-6504
7/30/2026	Dell Business	PSD-Software	85.59	2008505878018	001-110-6505
8/2/2026	Dell Business-Credit	PSD-Software tax credit	-5.6	2008505878018	001-110-6505
6/23/2026	Arrowhead Forensics	PSD-Investigation Supplies	151.82	195891	001-110-6592
			3,150.56		

POSTING & PAYMENT DATE:

September 19, 2026

City Administrator

W:\Office\Finance\AccountsPayable\VendorJacket\First Interstate PurchaseCards,All

Vendor #1403

20260904

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 9/14/2026 W/CLAIMS

<u>Tran Date</u>	<u>Description</u>	<u>Amount</u>	<u>Invoice #</u>	<u>ACCOUNT</u>
8/28/2026	POOL-Concessions	157.15	P928000L201637EN5	001-435-6590
9/1/2026	STS-Supplies	54.73	P928000L5016S996I	110-210-6599
8/7/2026	PSD-Supplies	79.96	P928000KD00ZNVWPD	001-110-6599

291.84

POSTING & PAYMENT DATE:

September 22, 2026

City Administrator

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

MEMORANDUM

TO: Mayor and City Council
FROM: Lucas Battani, Finance Director / Assistant City Administrator
DATE: September 14, 2026
RE: Final Installment Payment to Camelot Theater, Resolution No. 045 2022/2023

I am requesting Council approval to process the fourth and final installment payment of \$30,000 to Camelot Theater, completing the funding commitment approved in Resolution No. 045 2022/2023.

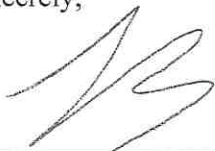
Under that resolution, the City committed to fund Camelot Theater in four installments. The City has paid three installments, most recently in May 2025, leaving this final \$30,000. The funds were budgeted and set aside in the FY2026 Local Option Tax (LOT) budget, so this is not a new request or additional spending.

I did not present this payment for approval in FY2026 as I should have, and that oversight was mine. I am bringing it forward now to complete the commitment. Because it will be paid in FY2027, I will document it in the FY2027 budget amendment. The amendment reflects only the change in timing; the funds were already committed under the original resolution.

The payment will be charged to account 121-540-6461. This account will also be included in the FY2027 budget amendment for a separate reason, as the associated CDBG project did not begin in FY2026. I will provide those details with the amendment and note it here only so the two items are not confused.

Requested action: Approve the final \$30,000 installment payment to Camelot Theater under Resolution No. 045 2022/2023.

Sincerely,



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

RESOLUTION NO. 045 (2022/2023)

**A RESOLUTION APPROVING THE CAMELOT THEATER AGREEMENT WITH
THE CITY OF NEVADA, IA**

WHEREAS the City of Nevada, IA ("City") desires to enter into an Agreement with the Camelot Theater Foundation; and

WHEREAS the Camelot Theater Foundation has quired the former Camelot Theater building at 1114 6th Street; and

WHEREAS the Foundation is redeveloping the Camelot building into a mixed-use building, including rental space, a theater and a bistro; and

WHEREAS the City previously provided an economic development grant in the amount of \$20,000 to the Foundation; and

WHEREAS the Foundation has requested additional financial assistance; and

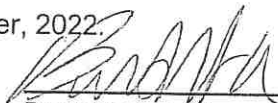
WHEREAS Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance; and

WHEREAS the City desires to provide additional financial assistance to the Camelot Theater Foundation per the attached agreement;

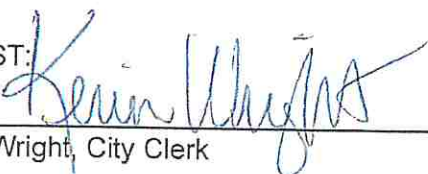
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Nevada, Iowa, as follows:

1. The City of Nevada agrees to provide an Economic Development Grant of \$30,000 for four fiscal years beginning in FY2022/2023.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City and the City Clerk is authorized to take any other action necessary to effectuate this Agreement.

Passed and Approved this 24th day of October, 2022.


Brett Barker, Mayor

ATTEST:


Kerin Wright, City Clerk

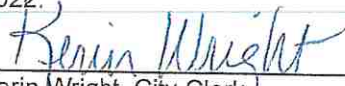
Moved by Council Member Dane Nealson, seconded by Council Member Sandy Ehrig, that Resolution No. 045 (2022/2023) be adopted.

AYES: Nealson, Ehrig, Hanson, Mittman, Sampson, Skaggs

NAYS: None

ABSENT: None

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 045 (2022/2023) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of October, 2022.


Kerin Wright, City Clerk

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ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is entered into between the City of Nevada, Iowa (the "City") and Camelot Theater Foundation (the "Foundation") as of the 24th day of October, 2022.

WHEREAS, the Foundation has acquired the former Camelot Theater building (the "Camelot Building") which is situated at 1114 6th Street in the City (the "Property"); and

WHEREAS, the Foundation is redeveloping the Camelot Building (the "Project") into a mixed-use building, including rental space, a theater and a bistro; and

WHEREAS, on or about December 10, 2021 the City and Foundation entered into an Economic Development Grant Agreement, wherein the City provided financial assistance to the Foundation via a grant in the amount of \$20,000 to the Foundation; and

WHEREAS, the Foundation has requested that the City provide additional financial assistance in the form of an economic development grant (the "Grant") to be used by the Foundation in paying the costs of undertaking the Project; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Foundation's Covenants

1. Project. The Foundation agrees to continue work on the Project on the Property. The Foundation agrees that the Project will minimally include event space, a theater and a bistro. The Foundation agrees to provide written notice to the City when the Project is completed.

The Foundation agrees to maintain, preserve and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinarant wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

2. Acknowledgment of Support. The Foundation acknowledges that the Grant provided under this Agreement is intended to satisfy any local match requirements of any grants awarded to the Foundation now or in the future in connection with the Project, and the City does not intend to provide additional economic development support to the Project.

3. Reporting Requirements. The Grant funds provided to the Foundation are public funds and are subject to audit and performance evaluation standards to ensure the activities and the expenditures relating thereto are carried out according to the requirements of this Agreement and all standards governing grants and disbursements for public purposes. The Foundation agrees to maintain books of account, together with necessary documentation to support all expenditures, particularly those expenditures financed with the Grant funds. The records of the Foundation, including, but not

The Grant funds shall be disbursed on or before June 30 of each such fiscal year.

C. Administrative Provisions.

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party.

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

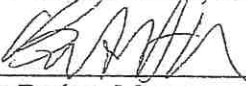
3. Discrimination. In carrying out its services or project, the Foundation shall not discriminate against any employee, applicant for employment, program participant or program beneficiary because of race, creed, color, sex, national origin, religion, or disability.

4. Non-Appropriation/Limitation of Grants. The award of grant funds set forth in Section 2 above are subject to appropriation by the City Council. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or legal opinion to create, or result in the creation of a legal indebtedness or continued legal obligation of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

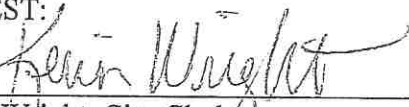
5. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Foundation has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

CITY OF NEVADA, IOWA

By: 
Brett Barker, Mayor

ATTEST:

By: 
Kerin Wright, City Clerk

Item # 41
Date: 9/14/20

Tax Abatement List

<u>Last name</u>	<u>First Name</u>	<u>Permit Number</u>	<u>Address</u>
Carlson	Calvin and Victoria	BP-2025-252	712 Academy Circle



NEVADA PUBLIC SAFETY DEPARTMENT

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

Item # 4E
Date: 9/14/20



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: September 3, 2026

RE: Recommendation for Fire Department Probationary Membership Status.
Joseph Winter

An application has been received from the above-mentioned applicant for membership with the Nevada Fire Department. A background check and the chief's interview were completed. The membership review was conducted. 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

Boards & Commissions Volunteer

Today's Date

08/20/26

Name

Paula Feltner

Address

Home Phone

Work Phone

Cell Phone

Email

Board - Board Description

- Parks/Recreation/Cemetery - Oversees recreational programs, parks, cemeteries, and community events
- Planning and Zoning Commission - Reviews development plans and zoning changes; guides city land use
- Board of Adjustment (as called) - 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 Public Arts Advisory Commission - Guides public arts projects and citywide cultural engagement
- City Council (when vacancy) - Elected body responsible for city governance and decision making

Please indicate your area of interest by prioritizing them below. You may fill in as many as you would be interested in.

1st Choice

Parks/Recreation/Cemetery Board

2nd Choice

Board of Adjustment (as called)

3rd Choice

Planning and Zoning Commission

4th Choice

Historic Preservation Commission

5th Choice

Nevada Community Senior Center Board

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

No

Please describe your qualifications to serve on a board or commission. Please include 1) volunteer community service, 2) leadership development, 3) specific expertise or skills, 4) other valuable experience

Grad of leadership Nevada. Downtown business owner and resident for 6 yrs
3 years on MSN board
Marketing experience 6 + years

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

A building and business opportunity.
Much potential in this growing community.

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

Yes

Boards & Commissions Volunteer

Today's Date

08/19/2026

Name

Austin Good

Address

Home Phone

Work Phone

Cell Phone

Email

Board - Board Description

- Parks/Recreation/Cemetery - Oversees recreational programs, parks, cemeteries, and community events
- Planning and Zoning Commission - Reviews development plans and zoning changes; guides city land use
- Board of Adjustment (as called) - 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 Public Arts Advisory Commission - Guides public arts projects and citywide cultural engagement
- City Council (when vacancy) - Elected body responsible for city governance and decision making

Please indicate your area of interest by prioritizing them below. You may fill in as many as you would be interested in.

1st Choice

Planning and Zoning Commission

2nd Choice

Parks/Recreation/Cemetery Board

3rd Choice

Board of Adjustment (as called)

4th Choice

City Council Member (when vacancy)

5th Choice

City Council Member (when vacancy)

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

I work 8 a.m. to 4:30pm Mon – Fri. but will make time for meeting if needed.

Please describe your qualifications to serve on a board or commission. Please include 1) volunteer community service, 2) leadership development, 3) specific expertise or skills, 4) other valuable experience

Citizen of Nevada

Production Operations lead of 3rd shift Danfoss crew of 73 people.

Designed assembly lines and inventory management systems at current employer and previous.

Dale Carnegie trained

Lean training (5 sigma)

Highly detail oriented

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

I live here, and my kids will attend school here. I want the best possible experience for my children which will drive me to do the best I can in any role I am needed.

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

Yes

Erin Mousel

From: John Joiner <jjoiner@whks.com>
Sent: Wednesday, August 19, 2026 3:14 PM
To: Erin Mousel
Cc: Jordan Cook; Derek Thomas; Lucas Battani; Joe Mousel; AUnderwood@HKSolutionsGroup.com
Subject: FW: [EXTERNAL] Re: Quotes for Mahole Grouting - Nevada
Attachments: Nevada Manhole Grouting Quote - HK Solutions.pdf
Importance: High

Warning: Unusual sender <jjoiner@whks.com>

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

Hi Erin!

This is a quote to grout two sanitary manholes; one by the old 4-H tennis courts and one by the sanitary equalization basin. Derek discussed with Jordan and Jordan said to move forward with taking this to City Council. Alex Underwood is their PM; his information is below and is also copied.

If possible, please added this to the August 24 agenda, otherwise September 14 will be fine.

Thank you!

John

John C. Joiner, P.E.
1421 South Bell Avenue, Suite 103 | Ames, IA 50010-7710
Direct: 515.450.5489 | Office: 515.663.9997
www.whks.com



Click [here](#) to subscribe to our newsletter.



From: Alex Underwood <AUnderwood@HKSolutionsGroup.com>
Sent: Thursday, August 13, 2026 2:13 PM
To: John Joiner <jjoiner@whks.com>
Subject: RE: [EXTERNAL] Re: Quotes for Mahole Grouting - Nevada

Hey John,

Attached is our proposal filled out and signed for grouting in Nevada. Let us know if there is anything else we can do for you and please feel free to contact me at any time.

Thank you!

ALEX UNDERWOOD

Regional Sales Manager - Municipal Services



Cell: (515) 681-2669



Office: (515) 283-0500



AUnderwood@HKSolutionsGroup.com



333 NW 49th Place, Des Moines, IA 50313



NASSCO (PACP/LACP/MACP) Certified



LET'S CONNECT!



PCA 00-407-24

REQUEST FOR QUOTES

PROJECT:

Manhole Grouting of Pipe Connections: SW-A115 and SW-A55

CONTRACTOR

Hydro-Klean, LLC
(Name)
333 NW 49th Place
(Address)
Des Moines, IA 50313
(City, State, Zip)

The contract is hereby proposed as follows:

ITEM	DESCRIPTION	UNIT	PRICE	QUANTITY	TOTAL
1	Mobilization	EA	\$900.00	2.00	\$1,800.00
2	Pipe Connection Grouting				
2a	Chemical Pressure Grouting, Acrylic; OR	GAL		150.00	
2b	Expanding Foam Grouting	GAL	\$550.00	10.00	\$5,500.00
3	Surface Restoration (Grade, seed, mulch, fertize)	EA	\$1,600.00	2.00	\$3,200.00
Total:					\$10,500.00

Estimate Reference Information:

- 1 Mobilization will apply to each manhole location
- 2 Complete proposal using 2a OR 2b. Separate proposals may be submitted for both grout types
 - 2a Specification 33 35 02 attached
 - 2b Meet requirements of Specification 33 35 02 using hydrophobic polyurethane expanding foam grout material
- 3 Restore each manhole location. Additional topsoil incidental, if required.

Submit quote proposal to jjoiner@whks.com by COB August 13, 2026.

Submitted by Contractor:

Approved:

Hydro-Klean, LLC *Jill Lomp* 8/13/2026
 Contractor/Owner Date

 Mayor Date

Item # 8
Date: 9/14/26

CC: Project Engineer, PW Mgmt. Asst., Finance, Contractor

9/9/2026 12:37 PM

PROJECT NAME: 2025/2026 NEVADA STREET RECON
LOCATION(S): IN AVENUE
CONTRACTOR: Castor Construction
ADDRESS: 4761 NE 20th Street
Fort Dodge, Iowa

CITY OF NEVADA IOWA
PUBLIC WORKS DEPARTMENT
ESTIMATE 1
Date 9/11/2026

ACCOUNT NUMBER:
PURCHASE ORDER:
CONTRACT DATE:
ORIGINAL CONTRACT AMOUNT:
ADJUSTED CONTRACT AMOUNT:
6/15/2026
\$889,686.01
\$1,027,609.81

NO	DESCRIPTION (GENERAL (NOT USED))	UNITS	PRICE	CONTRACT	QUANTITIES	REMAINING (+/-)	CONTRACT	ADJUSTED	PRICE	COMPLETED	REMAINING (+/-)	CHANGE ORDER
1	DIVISION 1 - GENERAL (NOT USED)											
2	DIVISION 2 - EARTHWORK											
2.01	Topsoil, On-site	CY	\$17.50	1,174.00	0.00	1,174.00	\$20,545.00				\$20,545.00	1
2.02	Excavation, Class 10, Roadway and Borrow	CY	\$10.00	1,511.70	453.30	1,057.70	\$10,577.00				\$10,577.00	2
2.03	Excavation, Class 10, Waste	CY	\$9.00	1,078.00	323.40	754.60	\$6,726.60				\$6,726.60	3
2.04	Subgrade Preparation	SY	\$3.00	5,239.80	1,505.20	3,734.60	\$11,703.80				\$11,703.80	4
2.05	Subgrade Treatment, Geogrid Type 1	SY	\$3.00	5,925.70	1,505.20	4,420.50	\$13,261.50				\$13,261.50	5
2.06	Subbase, Modified Subbase, 6"	SY	\$11.25	5,925.70	1,505.20	4,420.50	\$49,730.63				\$49,730.63	6
3	DIVISION 3 - (Not Used)											
3.01	Replacement of Unsuitable Backfill Material	CY	\$95.00	50.00	0.00	50.00	\$4,750.00				\$4,750.00	7
4	DIVISION 4 - SEWERS AND DRAINS											
4.01	Storm Sewer, Trenched, RCP Class III, 15"	LF	\$129.00	40.00	26.00	79.00	\$5,160.00	\$8,386.00			\$10,191.00	1
4.02	Storm Sewer, Trenched, PVC, 12"	LF	\$200.00	8.00	40.00	1,229.40	\$24,588.00				\$24,588.00	2
4.03	Subdrain, Type 2, 6" PVC	EA	\$222.00	1,905.40	576.00	1,329.40	\$29,718.80				\$29,718.80	3
4.04	Subdrain, Type 2, 6" PVC	EA	\$600.00	10.00	2.00	8.00	\$6,000.00				\$6,000.00	4
4.05	Subdrain, Type 2, 6" PVC	EA	\$300.00	10.00	4.00	6.00	\$1,800.00				\$1,800.00	5
4.06	Spot Repairs by Pipe Replacement, PVC, 6"	EA	\$500.00	3.00	2.00	1.00	\$500.00				\$500.00	6
4.07	Spot Repairs by Pipe Replacement, RCP Class III, 18"	EA	\$500.00	1.00	0.00	1.00	\$500.00				\$500.00	7
4.08	Spot Repairs by Pipe Replacement, RCP Class III, 18"	EA	\$89.00	251.00	198.00	53.00	\$4,717.00				\$4,717.00	8
4.09	Spot Repairs by Pipe Replacement, RCP Class III, 18"	LF	\$193.00	10.00	0.00	10.00	\$1,930.00				\$1,930.00	9
5	DIVISION 5 - WATER MAINS AND APURTANCES (NOT USED)											
6	DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	Manhole, SW-301, 48"	EA	\$5,260.00	2.00	2.00	0.00	\$10,520.00				\$10,520.00	1
6.02	Manhole, SW-301, 48"	EA	\$7,016.00	4.00	3.55	1.45	\$28,064.00				\$28,064.00	2
6.03	Intake, SW-501	EA	\$4,088.00	8.00	1.00	7.00	\$28,704.00				\$28,704.00	3
6.04	Intake, SW-502 (48")	EA	\$4,695.00	1.00	1.00	0.00	\$4,695.00				\$4,695.00	4
6.05	Intake, SW-507	EA	\$5,680.00	1.00	1.00	0.00	\$5,680.00				\$5,680.00	5
6.06	Intake, SW-541	EA	\$10,160.00	1.00	2.00	0.00	\$20,320.00				\$20,320.00	6
6.07	Manhole Adjustment, Minor	EA	\$3,750.00	2.00	0.00	2.00	\$7,500.00				\$7,500.00	7
6.08	Remove Manhole	EA	\$750.00	8.00	1.00	7.00	\$5,250.00				\$5,250.00	8
6.09	Remove Intake	EA	\$500.00	9.00	2.00	7.00	\$3,500.00				\$3,500.00	9
7	DIVISION 7 - STREETS AND RELATED WORK											
7.01	Grub and Gutter, 2.5', 7"	LF	\$35.50	2,381.00	0.00	2,381.00	\$84,525.50				\$84,525.50	1
7.02	Pavement, ST, 4 IN, Asphalt, Base Course, 3/4 IN, PG58-28S	TON	\$119.00	851.70	0.00	851.70	\$101,352.30				\$101,352.30	2
7.03	Pavement, ST, 1.5 IN, Asphalt, Intermediate Course, 1/2 IN, PG58-28S	TON	\$151.00	319.40	0.00	319.40	\$48,229.40				\$48,229.40	3
7.04	Pavement, ST, 1.5 IN, Asphalt, Surface Course, 1/2 IN, PG58-28S	TON	\$151.00	319.40	0.00	319.40	\$48,229.40				\$48,229.40	4
7.05	Removal of Streetwork	SY	\$7.50	444.00	0.00	444.00	\$3,330.00				\$3,330.00	5
7.06	Removal of Streetwork	SY	\$7.50	581.70	0.00	581.70	\$4,372.75				\$4,372.75	6
7.07	Sidewalk, PCC, 4 in.	SY	\$76.50	265.30	0.00	265.30	\$20,295.45				\$20,295.45	7
7.08	Sidewalk, PCC, 6 in.	SY	\$87.00	288.40	0.00	288.40	\$25,099.20				\$25,099.20	8
7.09	Decorative Marking	SF	\$60.00	160.00	0.00	160.00	\$9,600.00				\$9,600.00	9
7.10	Decorative Marking	SY	\$79.50	646.30	0.00	646.30	\$51,390.85				\$51,390.85	10
7.11	Decorative Marking, Type A, 6"	SY	\$99.00	84.70	0.00	84.70	\$8,386.00				\$8,386.00	11
7.12	Decorative Marking, Type A, 7"	SY	\$13.30	165.10	0.00	165.10	\$2,195.83				\$2,195.83	12
7.13	Pavement Removal	SY	\$5.70	4,594.00	2,280.25	2,313.75	\$13,302.38				\$13,302.38	13
8	DIVISION 8 - TRAFFIC CONTROL											
8.01	Painted Pavement Markings, High-Build	STA	\$840.00	2.15	0.00	2.15	\$1,806.00				\$1,806.00	1
8.02	Temporary Traffic Control	LS	\$8,140.00	1.00	0.20	0.80	\$6,512.00				\$6,512.00	2
9	DIVISION 9 - STEWOK AND LANDSCAPING											
9.01	Conventional Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	\$6,000.00	0.50	0.00	0.50	\$3,000.00				\$3,000.00	1
9.02	Watering	MGA	\$63.00	148.40	0.00	148.40	\$9,379.20				\$9,379.20	2
9.03	Filter Sock, 9 in.	LF	\$1.90	860.00	0.00	860.00	\$1,634.00				\$1,634.00	3
9.04	Filter Sock, Removal	EA	\$2.10	860.00	0.00	860.00	\$1,806.00				\$1,806.00	4
9.05	Initial Protection Device, Gate Intake Sediment Bag	EA	\$165.00	8.00	0.00	8.00	\$1,320.00				\$1,320.00	5
9.06	Initial Protection Device, Manhole Well	EA	\$195.00	6.00	0.00	6.00	\$1,170.00				\$1,170.00	6
9.07	Initial Protection Device, Manhole Well	EA	\$10.00	14.00	0.00	14.00	\$140.00				\$140.00	7

PROJECT NAME: 2025/2026 NEVADA STREET RECON
LOCATION(S): (N AVENUE)
CONTRACTOR: Castor Construction
ADDRESS: 4761 NE 20th Street
Fort Dodge, Iowa

CITY OF NEVADA IOWA
PUBLIC WORKS DEPARTMENT
ESTIMATE 1
Date 9/11/2025

ACCOUNT NUMBER:
PURCHASE ORDER:
CONTRACT DATE: 6/15/2025
ORIGINAL CONTRACT AMOUNT: \$899,685.01
ADJUSTED CONTRACT AMOUNT: \$1,027,809.81

NO	DESCRIPTION	UNITS	PRICE	CONTRACT	QUANTITIES			REMAINING (+/-)	PRICE		
					ADJUSTED	COMPLETED			ADJUSTED	COMPLETED	REMAINING (+/-)
10	DIVISION 10 - DEMOLITION (NOT USED)										
11	DIVISION 11 - MISCELLANEOUS										
11.01	Mobilization	LS	\$66,250.00	1.00		0.20		0.80	\$66,250.00	\$13,250.00	\$53,000.00
11.02	Maintenance of Solid Waste Collection	LS	\$1,800.00	1.00		0.20		0.80	\$1,800.00	\$360.00	\$1,440.00
11.03	Concrete Workout	LS	\$500.00	1.00		0.00		1.00	\$500.00	\$0.00	\$500.00
CHANGE ORDER (NEW ITEMS)											
CO1 - 1	48" of 15' Storm Pipe for Storm/MH Realignment	LS	\$8,270.00	1.00		1.00		0.00	\$8,270.00	\$0.00	\$0.00
CO1 - 2	Proposed 18" RCP Storm Sewer from SW-401 to SW-541	LS	\$11,690.00	1.00		1.00		0.00	\$11,690.00	\$0.00	\$0.00
CO2 - 2	Ratio Pipe Connection Collar at previously placed SW-541	LS	\$2,500.00	1.00		1.00		0.00	\$2,500.00	\$0.00	\$0.00
CO2 - 3	Storm Sewer, Trenched, RCP Class III, 18"	LF	\$146.00	462.00		260.00		202.00	\$67,452.00	\$37,960.00	\$29,492.00

ACCOUNT#	% SPLIT	TOTALS:	\$999,597.01	\$237,882.53	\$765,124.18	23%
TOTAL ESTIMATED VALUE OF WORK PERFORMED:						\$237,882.53
ADJUSTMENT(S):						\$7,136.48
LESS: 3% RETAINED:						\$230,746.05
NET TOTAL:						\$230,746.05
LESS PREVIOUS PAYMENTS:						\$0.00
AMOUNT PAYABLE THIS ESTIMATE:						\$230,746.05

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.

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
STORM STRUCTURES				
Redo Collar at SW-541 East of 5 th /N Ave Intersection for new 18" RCP	LS	1.0	\$2,500.00	\$2,500.00
Remove Manhole No.3	EA	1	\$750.00	\$750.00
Replace Manhole No.3 (SW-401)	EA	1	\$7,016.00	\$7,016.00
NEW SW-541 Cast-In-Place Structures	EA	2	\$10,160.00	\$20,320.00
STORM SEWER				
NEW 18" RCP Storm from 5 th to Alley between 6 th and 7 th	LF	462	\$146.00	\$67,452.00
NEW 15" RCP Storm between proposed structures	LF	65	\$129.00	\$8,385.00
STREETS				
Driveway, Paved, 6"	SY	358.2	\$65.00	\$23,283.00

Total Contract Modification Amount: \$129,706.00

This modification adjusts the Contract Sum by \$129,706.00. All other terms and conditions of the Contract remain unchanged.

Accepted By:

Owner: _____ Date: _____

Contractor: _____ Date: _____

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
Delete Manhole No. 5 from the project. The City of Nevada will purchase the 72-inch manhole.	\$3,842.00

Total Contract Modification Amount: \$3,842.00

This modification adjusts the Contract Sum by \$3,842.00. All other terms and conditions of the Contract remain unchanged.

Accepted By:

Owner: _____ Date: _____

Contractor: _____ Date: _____

Erin Mousel

From: Mickelson, Brandon <brandon.mickelson@hrgreen.com>
Sent: Wednesday, September 2, 2026 10:54 AM
To: Jordan Cook; Mike Sauer; Rhonda Maier
Cc: Erin Mousel
Subject: Nevada Oak Park Estates Trail Railing Storage Costs - Invoice
Attachments: Oak Park Estates Trail Change Order No. 4; 2708 Invoice UPDATED - Safety Rail Material Storage - Nevada - Nev Metal.pdf

Warning: Unusual sender <brandon.mickelson@hrgreen.com>

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

Jordan,

See attached invoice we received from Nev Metal Works for storage of the railing associated with the project. Also, see attached Change Order 4 that was ultimately pulled to be paid for directly as a check. The actual storage time has exceeded the anticipated storage timeline from last December.

The subcontractor had requested payment for 10 months of storage but based on project communications we negotiated this to 9 months of storage from December 2, 2025 through September 2, 2026.

To provide background and timeline,

- December 2, 2025: This was the first date we were notified of storage costs. Prior to this date we were not aware that storage charges were being incurred (Initial Nev Metal Works invoice indicated a start date of 11/1/25).
- June 15, utility relocations were nearing completion to get the rest of the work scheduled and the 12-week lead time for Nev Metal Works to get into the queue.
- September 2, 2026: Invoice received, initially for 10 months, but as indicated above, reduced this to 9 months.
- Nev Metal Works indicated that because the project had not been moving forward and there had been limited communication regarding when installation would occur, they had continued with their normal workload and could not immediately accommodate this project. Nev Metal Works has subsequently indicated that they believe nine months of storage charges is appropriate. They have explained that the June date effectively restarted their lead time and that it would not have been reasonable to expect the project to immediately move ahead of other projects without prior notice.

Let us know if you have any questions/comments or would like to discuss the matter further.

Thanks.

Brandon L. Mickelson, PE
Project Manager – Transportation
HR Green | Building Communities. Improving Lives.



We've moved downtown!
Our address has changed, please update our contact information in your system.

150 1st Ave NE | Suite 300 | Cedar Rapids, IA 52401
Main 319-841-4000 | **Direct** 319-841-4144 | **Cell** 319-329-2077
HRGREEN.COM

DATE: September 2, 2026
INVOICE # 2708
Job #

City of Nevada, Iowa

TOTAL DUE IN 15 DAYS. OVERDUE ACCOUNTS SUBJECT TO A SERVICE CHARGE OF 1% PER MONTH

P.32



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 + Fax 515.278.1846

HRGREEN.COM

September 11, 2026

Jordan Cook
City of Nevada, City Administrator
1209 6th Street
Nevada, IA 50201

Re: Oak Park Estates Trail
Change Order No. 5

Dear Jordan:

Attached is Change Order #5 for the Oak Park Estates Trail Project. The change order is a result of on-site discussions between the City and MidState Solution to extend the retaining wall closer to the curb on Academy Circle.

The total request for Change Order No. 5 is an increase of \$9,625.00. We have reviewed and recommend approving the attached change order. Please execute the change order and distribute copies to all parties.

Sincerely,
HR Green, Inc.

A handwritten signature in blue ink, appearing to read 'BLM', written over a horizontal line.

Brandon L. Mickelson, P.E.
Project Manager

Cc: File

Enclosures

CHANGE ORDER

Distribution:

Owner	X
Contractor	X
HRG	X
Field	
Other	

PROJECT: Oak Park Estates Trail Nevada, Iowa	Change Order No.	Change Order 5
	Date	September 11, 2026
To Contractor: MidState Solution, LLC PO Box 594 Baxter, IA 50028	Project No.	HRG 2502027
	Original Contract Date	July 28, 2025
The contract is changed as follows: Make the following construction changes: Water valve extension not required. Water valve adjustment performed.		
Add to Contract (as shown on attached):		\$ 9,625.00
Original Contract Sum		\$ 220,950.00
Net change by previously authorized Change Orders		\$ 9,150.00
The Contract Sum prior to this Change Order was		\$ 230,100.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 9,625.00
The new Contract Sum including this Change order will be		\$ 239,725.00
The Contract Time will be increased by		To end of Oct. 2026
The date of Final Completion as of the date of this Change Order therefore is		October 31, 2026

NOT VALID UNTIL SIGNED BY CONTRACTOR AND OWNER		
Engineer HR Green, Inc.	Contractor MidState Solution, LLC	Owner City of Nevada, IA
By	By	By
Date: 9/11/2026	Date:	Date:

ORDINANCE NO. 1080 (2026/2027)

AN ORDINANCE AMENDING CHAPTER 63 (SPEED REGULATIONS) OF THE NEVADA MUNICIPAL CODE TO MAKE NECESSARY CHANGES TO SPEED ZONES

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

63.01 GENERAL.

Every driver of a motor vehicle on a street shall drive the same at a careful and prudent speed not greater than nor less than is reasonable and proper, having due regard to the traffic, surface and width of the street and of any other conditions then existing, and no person shall drive a vehicle on any street at a speed greater than will permit said driver to bring it to a stop within the assured clear distance ahead, such driver having the right to assume, however, that all persons using said street will observe the law.

(Code of Iowa, Sec. 321.285)

63.02 STATE CODE SPEED LIMITS.

The following speed limits are established in Section 321.285 of the Code of Iowa and any speed in excess thereof is unlawful unless specifically designated otherwise in this chapter as a special speed zone.

1. Business District – twenty (20) miles per hour.
2. Residence or School District– twenty-five (25) miles per hour.
3. Suburban District – forty-five (45) miles per hour.

63.03 PARKS, CEMETERIES AND PARKING LOTS.

A speed in excess of fifteen (15) miles per hour in any public park, cemetery or parking lot, unless specifically designated otherwise in this chapter, is unlawful.

(Code of Iowa, Sec. 321.236[5])

63.04 SPECIAL SPEED ZONES.

In accordance with requirements of the Iowa Department of Transportation, or whenever the Council shall determine upon the basis of an engineering and traffic investigation that any speed limit listed in Section 63.02 is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of the City street system, the Council shall determine and adopt by ordinance such higher or lower speed limit as it deems reasonable and safe at such location. The following special speed zones have been established:

(Code of Iowa, Sec. 321.290)

1. Special 20 MPH Speed Zones. A speed in excess of twenty (20) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On Fifth (5th) Street from I Avenue to Lincoln Highway;

B. On Lincoln Highway from 160 feet east of the centerline of the intersection of Thirteenth (13th) Street and Lincoln Highway east to 457 feet west of the centerline of the intersection of Nineteenth (19th) Street and Lincoln Highway when special school lights are flashing.

C. On Fifteenth (15th) Street from H Avenue to Lincoln Highway;

D. On H Avenue from Fourteenth (14th) Street to Nineteenth (19th) Street;

E. On Fawcett Parkway from Nineteenth (19th) Street to South B Avenue;

F. On J Avenue from 118 feet west of centerline of the intersection of Eighth (8th) Street and J Avenue to 165 feet east of the centerline of the intersection of Tenth (10th) Street and J Avenue;

G. On Tenth (10th) Street from 80 feet south of the centerline with the south intersection of H Avenue and Tenth (10th) Street to 180 feet north of the centerline of the intersection of J Avenue and Tenth (10th) Street;

H. On H Avenue, from Tenth (10th) Street to 122 feet east of the centerline of the north intersection of H Avenue and Tenth (10th) Street;

I. On I Avenue from Ninth (9th) Street to 165 feet west of the centerline of the intersection of I Avenue and Eighth (8th) Street;

J. On I Avenue from Tenth (10th) Street to 145 feet east of the centerline of the intersection of I Avenue and Tenth (10th) Street;

K. On Ninth (9th) Street from I Avenue to 110 feet south of the centerline of the intersection of Ninth (9th) Street and H Avenue;

L. On H Avenue from Tenth (10th) Street to 115 feet west of the centerline of the intersection of H Avenue and Ninth (9th) Street;

M. On Ninth (9th) Street from J Avenue to 175 feet north of the centerline of the intersection of K Avenue and Ninth (9th) Street;

(Ord. 906 - June 07 Supp.)

2. Special 25 MPH Speed Zones. A speed in excess of twenty-five (25) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On West ~~Fourth (4th)~~ **Third (3rd)** Street (County Road S-14) from I Avenue to 420 feet south of E Avenue;

B. ~~On West Fourth (4th) Street (County Road S-14) from Lincoln Highway north to the Union Pacific Railroad overpass.~~ **On West Third (3rd) Street (County Road S14) from Lincoln Highway to R Avenue.**

3. Special 30 MPH Speed Zones. A speed in excess of thirty (30) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On Lincoln Highway from 200 feet west of the centerline of intersection with West Fourth (4th) Street (County Road S-14) to east City limits;

B. On West F Avenue east of West Eighteenth (18th) Street;

C. On West K Avenue east of West Eighteenth (18th) Street.

4. Special 35 MPH Speed Zones. A speed in excess of thirty-five (35) miles per hour is unlawful on any of the following designated streets or parts thereof.

- A. On Sixth (6th) Street from I Avenue south to the Union Pacific Railroad crossing;
- B. On Eleventh (11th) Street from the southern City limits to D Avenue;
- C. On Nineteenth (19th) Street from the Union Pacific Railroad tracks north to Lincoln Highway (L Avenue);
- D. On South B Avenue from South Eleventh (11th) Street to South Nineteenth (19th) Street;
- E. On South G Avenue from South Thirteenth (13th) Street to South Nineteenth (19th) Street;
- F. On West Maple Avenue from the intersection of West Fourth (4th) Street (County Road S-14) to the west corporate limits;
- G. On South D Avenue from South Eleventh (11th) Street to South Fourteenth (14th) Street;
- H. ~~On West Fourth (4th) Street (County Road S-14) northbound from the Union Pacific Railroad overpass north 685 feet~~ **On West Third (3rd) Street (County Road S14) northbound from R Avenue to 100 feet south of T Avenue.**
- I. On West Fourth (4th) Street (County Road S-14) from the south corporate limits to Highway 30.

5. Special 45 MPH Speed Zones. A speed in excess of forty-five (45) miles per hour is unlawful on any of the following designated streets or parts thereof.

- A. On West Eighteenth (18th) Street from Lincoln Highway south to 225 feet south of intersection with West F Avenue;

(Ord. 944 - Jul. 09 Supp.)

- B. On South Nineteenth (19th) Street from South G Avenue to Union Pacific Railroad;
- C. ~~On West Fourth (4th) Street (County Road S-14) northbound from 685 feet north of the Union Pacific Railroad overpass to T Avenue~~ **On West Third (3rd) Street (County Road S14) from 100 feet south of T Avenue to 500 feet north of T Avenue.**
- D. On West Fourth (4th) Street (County Road S-14) from Highway 30 north to 420 feet south of E Avenue;
- E. On 600th Avenue north of Lincoln Highway to the intersection with 220th Street;
- F. On Lincoln Highway from 200 feet west of the centerline of intersection of West Fourth (4th) Street (County Road S-14) west to the intersection with West Eighteenth (18th) Street (Airport Road).

6. Special 55 MPH Speed Zones. A speed in excess of fifty-five (55) miles per hour is unlawful on any of the following designated streets or parts thereof.

- ~~A. On West Fourth (4th) Street (County Road S-14) northbound from T Avenue to the north corporate limits;~~

- B. On Lincoln Highway west of the intersection of West Eighteenth (18th) Street (Airport Road) to west corporate limits.

C. On West Eighteenth (18th) Street from 225 feet south of intersection with West F Avenue to Highway 30.

7. Special 60 MPH Speed Zones. A speed in excess of sixty (60) miles per hour is unlawful on any of the following designated streets or parts thereof.

A. On West Third (3rd) Street (County Road S14) from 500 feet north of T Avenue north corporate limits.

(Ord. 944 - Jul. 09 Supp.)

7.8 State Primary Highways. All posted, signed speed limits on primary highways under the jurisdiction of the Iowa Department of Transportation, but located within the corporate limits of the City, are officially adopted by reference as City of Nevada speed limits on the respective highways or portions thereof, and violations of those posted speed limits may be prosecuted as violations of this Code of Ordinances.

(Code of Iowa, Sec. 321.290 & 321.285[6])

63.05 MINIMUM SPEED.

A person shall not drive a motor vehicle at such a slow speed as to impede or block the normal and reasonable movement of traffic, except when reduced speed is necessary for safe operation, or in compliance with law.

(Code of Iowa, Sec. 321.294)

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 24th day of August, 2026.

Passed and approved 2nd Reading on this 14th day of September, 2026.

Passed and approved 3rd and final Reading on this 28th day of September, 2026.

Ryan Condon, Mayor

Erin Mousel, City Clerk

Erin Mousel

From: Chris Brandes
Sent: Monday, August 31, 2026 4:10 PM
To: Erin Mousel
Cc: Jordan Cook
Subject: RE: City Hall Nevada 627815; Field House Nevada 627816; Library Nevada 627817

Erin and Jordan,

I have not discussed with Ray yet; however, this is what I am finding.

NFPA25 -2011 edition was used for city hall. They had a finding of an air leak in our dry pipe system/values. The \$1065 on the first quote is to investigate this. If repairs are needed, there would be another quote for those repairs.

Quote 2 has 3 locations covered on it. First, the quote for city hall is to replace the backflow preventer and then inspect the process of it. That is the \$437 and \$289 (total work \$726). The remainder of this quote for city hall is completing 5 year testing that we have no record of being completed in the past. That quote for city hall comes to \$1937. (NFPA25 – 2017 edition)

On quote 2 email, it also has 5 year inspections for the fieldhouse that we have no record of being completed. That comes to \$1500. (NFPA25 – 2017 edition)

On quote 2 email, it also has the 5 year inspections for the library that we have no record of being completed. That also comes to \$1500. (NFPA25 – 2017 edition)

In short, it looks like they want to do inspections at 3 locations that total \$4937. They want to charge \$726 for known repairs needed. They want to investigate the dry pipe system leak for \$1065 but will have another cost once they know what repairs are needed. I also believe the 3 inspections of approximately \$4937 will need to be repeated every 5 years. Perhaps we set up a better schedule of inspections versus doing them all in the same year?

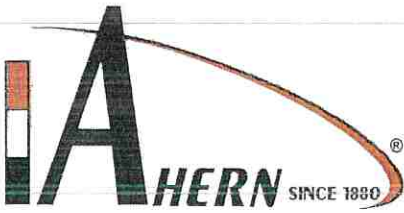
Chris

From: Erin Mousel <emousel@cityofnevadaaiowa.org>
Sent: Monday, August 31, 2026 3:11 PM
To: Chris Brandes <CBrandes@cityofnevadaaiowa.org>
Cc: Jordan Cook <jcook@cityofnevadaaiowa.org>
Subject: FW: City Hall Nevada 627815; Field House Nevada 627816; Library Nevada 627817

Erin Mousel

City Clerk/Employee Services Director
1209 6th Street, PO Box 530, Nevada, IA 50201
[cityofnevadaaiowa.org](mailto:emousel@cityofnevadaaiowa.org) | 515-382-5466

From: Ray Reynolds <RReynolds@cityofnevadaaiowa.org>
Sent: Monday, August 31, 2026 1:25 PM



August 13, 2026

Erin Mousel
City of Nevada
1209 6th Street
PO Box 530
Nevada, IA 50201

Phone: (515) 231-3524
Email: emousel@cityofnevadaiaowa.org

Send Via: EMAIL
Quote #(s): 624562-1

6100 Thornton Ave, Suite 200
Des Moines, IA 50321
main 515.289.0071

ahernfire.com

Work Locations:

City of Nevada City Hall
1209 6th Street
Nevada, IA 50201

Sprinkler System Deficiency Corrections Proposal

Dear Erin,

We are pleased to submit our proposal for Sprinkler services at the above-referenced facility based upon our conversation and / or job site visit.

We will perform the proposed services, per your written approval. Should you elect to proceed with this work, please sign the attached agreement and return it to us. Once returned to us, we will call to set up an appointment.

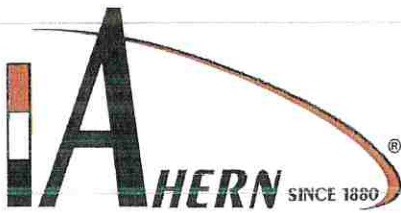
We have licensed inspectors and service technicians in your area and can provide you with service 24-hours a day, 7-days a week.

Thank you for this opportunity to provide this proposal. If you have any questions or require further details, please feel free to call me directly.

Sincerely,

Tricia Hanrahan
Service Sales Representative
Email: thanrahan@jfahern.com
Phone:

Enclosure



6100 Thornton Ave, Suite 200
Des Moines, IA 50321
main 515.289.0071
ahernfire.com

Erin Mousel
City of Nevada
1209 6th Street
PO Box 530
Nevada, IA 50201

Phone: (515) 231-3524
Email: emousel@cityofnevadaiaowa.org

Send Via: EMAIL
Quote #(s): 624562-1

Sprinkler System Deficiency Corrections Proposal

Scope of Work/Clarifications: NFPA 25 Required deficiency corrections – Scope is by line item and within clarifications. All items are priced to be completed together.
Ahern to investigate dry valve and look for leaks. an additional quote for repairs and further testing will be necessary following investigation.

Tariff Price Escalation

The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impacts upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

Service Location:

City of Nevada City Hall
1209 6th Street
PO Box 530
Nevada, IA 50201

1	Dry Valve	Fixed Price	\$0.00	
Repair:	Will be completed at later date after completion of investigation.			
Identified:	07/14/2026	Sys ID: 1	Sys Loc:	
Question:	Date of last full flow trip test?			
Answer:	Unknown			
Deficiency Authority:				
NFPA 25 - 2011 Edition		Section: 13.4.4.2.2.2		
Every 3 years and whenever the system is altered, the dry valve shall be trip tested with the control valve fully open and the quick opening device, if provided, in service.				

2	Dry Valve	Fixed Price	\$1,065.00	
Repair:	Aherm to investigate dry valve and look for leaks. an additional quote for repairs and futher testing will be necessary following investigation.			
Identified:	07/14/2026	Sys ID: 1	Sys Loc:	
Question:	Did the system pass the air leakage test (40 psi for 2 hours w/ 3 psi or less loss or no low air alarms with air supply off for 4 hours)?			
Answer:	No			
Deficiency Authority: <u>NFPA 25 - 2011 Edition</u> <u>Section: 13.4.4.2.9</u>				
Dry pipe systems shall be tested once every three years for air leakage, using one of the following test methods: (1) A pressure test at 40 psi for two hours. The system shall be permitted to lose up to 3 psi during the duration of the test. Air leaks shall be addressed if the system loses more than 3 psi during this test. (2) With the system at normal system pressure, shut off the air source (compressor or shop air) for 4 hours. If the low air pressure alarm goes off within this period, the air leaks shall be addressed.				
3	Dry Valve	Fixed Price	\$0.00	
Repair:	Will be investigated.			
Identified:	07/14/2026	Sys ID: 1	Sys Loc:	
Question:	Was the 3-year full flow trip test successfully completed?			
Answer:	No			
Deficiency Authority: <u>NFPA 25 - 2011 Edition</u> <u>Section: 13.4.4.2.2.2</u>				
Every 3 years and whenever the system is altered, the dry valve shall be trip tested with the control valve fully open and the quick opening device, if provided, in service.				
4	Dry Valve	Fixed Price	\$0.00	
Repair:	Will be completed at later date after completion of investigation.			
Identified:	07/14/2026	Sys ID: 1	Sys Loc:	
Question:	Date of last successful system air leakage test?			
Answer:	Unknown			
Deficiency Authority: <u>NFPA 25 - 2011 Edition</u> <u>Section: 13.4.4.2.9</u>				
Dry pipe systems shall be tested once every three years for air leakage, using one of the following test methods: (1) A pressure test at 40 psi for two hours. The system shall be permitted to lose up to 3 psi during the duration of the test. Air leaks shall be addressed if the system loses more than 3 psi during this test. (2) With the system at normal system pressure, shut off the air source (compressor or shop air) for 4 hours. If the low air pressure alarm goes off within this period, the air leaks shall be addressed.				

Total for All Services:				\$1,065.00
Authorizing Contact		Customer Authorized Representative Signature		
Name:	Tricia Hanrahan	Print Name:	Erin Mousel	
Title:	Service Sales Representative	Signature:		

Date:	8/13/2026	Date:	
Quote #:	624562-1	PO #:	
Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.			

Notes and Clarifications

Deficiencies

SCOPE OF WORK:

- Customer has requested Ahern to perform the above services as detailed in the attached quotation. All work shall be in accordance with the applicable NFPA Standards, and the terms and conditions contained herein.

PRICING:

- This quotation is valid for 30 days from the date of the quotation. **Pricing is based upon the assumption that all items will be performed as one project. Additional mobilization and shutdown charges will be applied if items are performed separately.**

MATERIAL PRICE INCREASES: The price and schedule set forth in this quotation or bid document for the Scope of Work of Ahern ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this quote or bid, this quote or bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).

If this quotation or bid contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this bid or quotation is valid for ten (10) days from date of issue listed on the cover page of the quotation or the date the bid was submitted. If you accept this quotation or bid after this time period Ahern will adjust the quotation or bid to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The quotation will not be valid until such adjustment is agreed upon by the parties.

CLARIFICATIONS:

- Alarms: It is the Customer's responsibility to silence/disable the building fire alarm and contact any company or entity which receives alarm signals. Ahern shall not be responsible for any costs or fees assessed by local fire departments or municipalities from unintended emergency calls or signals.
- Anti-Freeze: Should Ahern encounter anti-freeze solution which cannot be recharged, it will be drained and removed from the site. If disposal fees are required, the customer will be charged such fees as an additional cost to this quotation.
- Drawing Files: Ahern shall be furnished any necessary CAD backgrounds at no cost to Ahern.
- Existing Seismic Bracing: Ahern has not included the seismic upgrade to any existing main or branch line piping; up to and including retaining straps, restraint, and seismic bracing.
- Existing System Modifications: New sprinklers to be piped from existing outlets. Modifications to existing piping to accommodate other trades are not included.
- Handling Fees: Necessary shipping, handling, and freight charges are included unless specified otherwise.
- Hydraulic Calculations: Ahern has not included hydraulic calculations. New pipe sizes will be based on existing pipe schedule.
- Lift Equipment: Customer to supply man lift equipment.
- Materials: Necessary materials are included unless specified otherwise.
- Notice to Proceed: Ahern requests a minimum of 48 hours notice to mobilize onsite and avoid potential additional costs.
- Notifications: It is the customer's responsibility to notify the local fire departments and insurance company if the fire protection system is shut down or out-of-service.
- Permits: Ahern has not included any permit fees in this quotation.
- Pressure Tests: Hydrostatic testing is not included for new or existing piping.
- Racks: This quotation is based upon the assumption that all products will be removed from the storage racks prior to sprinkler

installations in order to allow a continuous and timely installation.

- Renovation: The existing overhead sprinkler system will be returned to service at the end of each workday. It will be the responsibility of the customer to provide temporary Fire Protection measures in the event any agency requires this service. It will be the responsibility of the customer to provide temporary Fire Protection measures in the event any agency requires this service.
- Seismic Bracing: Branch lines are **not** provided with seismic restraint per NFPA-13, 2007.
- Shutdown Fees: Mall / City shutdown fees are not included.
- Sprinkler Locations: Pendent sprinklers will be installed within approved tolerances, but not necessarily centered in ceiling tile or aligned with other ceiling fixtures.
- System Drainage: Ahern's quotation is based on a 1 hr. or less time allowance to drain the sprinkler system to perform Ahern's work and will require the location of **(low point drains, if any, and system zone charts, as-built drawings)** prior to system shutdown, in order to manage and reduce the inherent risk of unwanted water discharge when working with existing sprinkler systems.
- System Shutdown: The proposed scope of work will require a shutdown of the fire sprinkler system and any associated alarms prior to performing Ahern's work. **Ahern has assumed these systems will be shut down promptly upon the arrival of its technician and returned to service upon completion of work. -or- It is the customer's responsibility to provide access to the sprinkler riser(s) and shut down the alarm system promptly upon the arrival of Ahern's technician each day.**
- Water Supply Treatment: NFPA-13 requires that the water supply be evaluated for the existence of microbes and conditions that could contribute to microbiologically influenced corrosion (MIC). Ahern has not included any provisions for testing or treating the incoming water for MIC.
- Wiring: Customer to provide necessary electrical wiring.
- Sales Tax: The prices do not include sales tax.
- Customer is responsible for providing notice to commercial tenants or private residents in which services will be performed. Non-public areas shall be unoccupied. If occupied, customer will escort Ahern's technician for the duration of the services being performed and such escort shall remain with the technician continually during the provision of the services. If tenant or resident spaces are occupied and an escort is not available and present, Ahern's service will be rescheduled and the customer will incur a fee.

Revised: 09/21/2022

In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.

GENERAL TERMS AND CONDITIONS OF SALE

1. ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

3. PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records supplied by Purchaser. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

4. PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

5. DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

6. EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

7. SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

8. STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

9. CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

10. REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.**

11. ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

12. EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear

and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

14. SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

15. WAIVER. Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

16. ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

17. CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional

work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

18. LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

19. INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Seller, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written notice, ("Notice of Dispute"). Within fifteen (15) days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen (15) days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Contract, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

23. INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. TERMINATION AND DEFAULT Seller may terminate this Contract upon thirty (30) days written notice for convenience. All amounts owed to Seller for Work completed prior to the termination date shall be paid by Purchaser within ten (10) days of termination. In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

26. SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Purchaser acknowledges that Purchaser is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, PFAS, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 12/15/2025



September 03, 2026

Jordan Cook
City of Nevada
1209 6th Street
PO Box 530
Nevada, IA 50201

Phone: (000) 000-0000
Email: jcook@cityofnevadaiaowa.org

Send Via: EMAIL
Quote #(s): 627815-1, 627816-1, 627817-1

6100 Thornton Ave, Suite 200
Des Moines, IA 50321
main 515.289.0071

ahernfire.com

Work Locations:

City of Nevada City Hall
1209 6th Street
Nevada, IA 50201

Bundled Deficiency Corrections Proposal

Dear Jordan,

During a recent inspection of the Sprinkler systems at the above listed location, system deficiencies were noted and documented. The impairments can be related to specific NFPA code violations and manufacturer requirements as listed in this proposal.

Please be aware that all deficiencies should be corrected as soon as possible to ensure your system operates as intended. Impairments to the fire protection system can severely impact the effectiveness of the system to protect occupants and property.

We will perform the proposed repair services per your written approval. Should you elect to proceed with this work, please initial the repair services desired, sign the attached agreement and return it to us. Once returned to us, we will call to set up an appointment. PLEASE NOTE: This proposal is based upon all items being performed as one project. Additional mobilization and shutdown charges will be applied if items are performed separately.

We have licensed inspectors and service technicians in your area and can provide you with service 24-hours a day, 7-days a week.

Sincerely,

Tricia Hanrahan
Service Sales Representative
Email: thanrahan@jfahern.com
Phone:

Enclosure



6100 Thornton Ave, Suite 200

Des Moines, IA 50321

main 515.289.0071

ahernfire.com

Jordan Cook
City of Nevada
1209 6th Street
PO Box 530
Nevada, IA 50201

Phone: (000) 000-0000
Email: jcook@cityofnevadaiaowa.org

Send Via: EMAIL
Quote #(s): 627815-1

Sprinkler System Deficiency Corrections Proposal

Scope of Work/Clarifications: NFPA Required deficiency corrections - If the water needs to be shut off by the city, a lift or permit is needed, or the city charges a fee, it will be at an additional cost to the customer. If the city is unable to shut off the water or find the city shut off valve, Ahern may need to make additional site trips at an additional charge to the customer. All items are priced to be completed together.
Ahern will perform 5yr underground & exposed piping testing.
Ahern to perform 5 yr hydrostatic test of FDC piping at 150 psi for 2 hrs. In areas that have piping that is hidden, this test may require FDC piping to be pneumatically tested at 20 psi before hydrostatically testing.
Ahern to perform internal inspection of the backflow
Ahern's price is to install a repair kit. If this does not resolve the issue, the entire check valve will need to be replaced. Ahern will provide additional quote as needed.

Tariff Price Escalation

The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impacts upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

Service Location:

City of Nevada City Hall
1209 6th Street
PO Box 530
Nevada, IA 50201

1	Backflow Preventer fire	Fixed Price	\$437.00	
Repair:	Ahern's price is to install a repair kit. If this does not resolve the issue, the entire check valve will need to be replaced. Ahern will provide additional quote as needed.			

Identified:	08/18/2026	Sys ID:	Sys Loc:	riser room basement 004
Question:	1st Check - Final Test			
Answer:	Leaked			

2	Backflow Preventer fire	Fixed Price	\$289.00	
Repair:	Ahern to perform internal inspection of the backflow			
Identified:	08/18/2026	Sys ID:	Sys Loc:	riser room basement 004
Question:	Date of the last internal inspection performed on the backflow prevention device.			
Answer:	Unknown			
Deficiency Authority:				
NFPA 25 - 2017 Edition		Section: 13.7.1.3		
Backflow prevention assemblies shall be inspected internally every 5 years to verify that all components operate correctly, move freely, and are in good condition.				

3	Sprinkler Questions	Fixed Price	\$629.00	
Repair:	Ahern will perform 5yr underground & exposed piping testing.			
Identified:	08/18/2026	Sys ID:	Sys Loc:	
Question:	Record date of last 5-Year underground & exposed piping flow test.			
Answer:	Unknown			
Deficiency Authority:				
NFPA 25 - 2017 Edition		Section: 7.3.1		
Underground and exposed piping shall be flow tested at minimum 5-year intervals.				

4	Fire Department Connection	Fixed Price	\$582.00	
Repair:	Ahern to perform 5 yr hydrostatic test of FDC piping at 150 psi for 2 hrs. In areas that have piping that is hidden, this test may require FDC piping to be pneumatically tested at 20 psi before hydrostatically testing.			
Identified:	08/18/2026	Sys ID:	Sys Loc:	east side
Question:	Record date of last 5-year hydrostatic test of FDC piping.			
Answer:	Unknown			
Deficiency Authority:				
NFPA 25 - 2017 Edition		Section: 13.8.5		
The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi (10 bar) for 2 hours at least once every 5 years.				

Total for All Services:				\$1,937.00
Authorizing Contact			Customer Authorized Representative Signature	
Name:	Tricia Hanrahan		Print Name:	Jordan Cook

Title:	Service Sales Representative	Signature:	
Date:	9/3/2026	Date:	
Quote #:	627815-1	PO #:	
Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.			



6100 Thornton Ave, Suite 200

Des Moines, IA 50321

main 515.289.0071

ahernfire.com

Jordan Cook
City of Nevada
1209 6th Street
PO Box 530
Nevada, IA 50201

Phone: (000) 000-0000
Email: jcook@cityofnevadaiaowa.org

Send Via: EMAIL
Quote #(s): 627816-1

Sprinkler System Deficiency Corrections Proposal

Scope of Work/Clarifications: NFPA Required deficiency corrections - If the water needs to be shut off by the city, a lift or permit is needed, or the city charges a fee, it will be at an additional cost to the customer. If the city is unable to shut off the water or find the city shut off valve, Ahern may need to make additional site trips at an additional charge to the customer. All items are priced to be completed together.
Ahern will perform 5yr underground & exposed piping testing.
Ahern to perform 5 yr hydrostatic test of FDC piping at 150 psi for 2 hrs. In areas that have piping that is hidden, this test may require FDC piping to be pneumatically tested at 20 psi before hydrostatically testing.
Ahern to perform internal inspection of the backflow

Tariff Price Escalation

The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impacts upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

Service Location:

City of Nevada Field House
1625 Fawcett Parkway
Nevada, IA 50201

1	Backflow Preventer fire	Fixed Price	\$289.00	
Repair:	Ahern to perform internal inspection of the backflow			
Identified:	08/18/2026	Sys ID:	Sys Loc:	north central mech
Question:	Date of the last internal inspection performed on the backflow prevention device.			

Answer:	Unknown	
Deficiency Authority: <u>NFPA 25 - 2017 Edition</u> <u>Section: 13.7.1.3</u>		
Backflow prevention assemblies shall be inspected internally every 5 years to verify that all components operate correctly, move freely, and are in good condition.		

2	Sprinkler Questions	Fixed Price	\$629.00	
Repair:	Ahern will perform 5yr underground & exposed piping testing.			
Identified:	08/18/2026	Sys ID:	Sys Loc:	
Question:	Record date of last 5-Year underground & exposed piping flow test.			
Answer:	Unknown			
Deficiency Authority: <u>NFPA 25 - 2017 Edition</u> <u>Section: 7.3.1</u>				
Underground and exposed piping shall be flow tested at minimum 5-year intervals.				

3	Fire Department Connection	Fixed Price	\$582.00	
Repair:	Ahern to perform 5 yr hydrostatic test of FDC piping at 150 psi for 2 hrs. In areas that have piping that is hidden, this test may require FDC piping to be pneumatically tested at 20 psi before hydrostatically testing.			
Identified:	08/18/2026	Sys ID:	Sys Loc:	west side
Question:	Record date of last 5-year hydrostatic test of FDC piping.			
Answer:	Unknown			
Deficiency Authority: <u>NFPA 25 - 2017 Edition</u> <u>Section: 13.8.5</u>				
The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi (10 bar) for 2 hours at least once every 5 years.				

Total for All Services:				\$1,500.00
Authorizing Contact		Customer Authorized Representative Signature		
Name:	Tricia Hanrahan	Print Name:	Jordan Cook	
Title:	Service Sales Representative	Signature:		
Date:	9/3/2026	Date:		
Quote #:	627816-1	PO #:		
Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.				



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City of Nevada
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Nevada, IA 50201

Phone: (000) 000-0000
Email: jcook@cityofnevadaiaowa.org

Send Via: EMAIL
Quote #(s): 627817-1

Sprinkler System Deficiency Corrections Proposal

Scope of Work/Clarifications: NFPA Required deficiency corrections - If the water needs to be shut off by the city, a lift or permit is needed, or the city charges a fee, it will be at an additional cost to the customer. If the city is unable to shut off the water or find the city shut off valve, Ahern may need to make additional site trips at an additional charge to the customer. All items are priced to be completed together.
Ahern will perform 5yr underground & exposed piping testing.
Ahern to perform 5 yr hydrostatic test of FDC piping at 150 psi for 2 hrs. In areas that have piping that is hidden, this test may require FDC piping to be pneumatically tested at 20 psi before hydrostatically testing.
Ahern to perform internal inspection of the backflow

Tariff Price Escalation

The price set forth in this document has been calculated and determined without any contingency for tariff impacts. Because of uncertainty regarding the implementation, timing and impacts of tariffs, no valid means exist by which the likely effects of tariffs currently can be reasonably assessed. This document is submitted assuming that any tariff impacts upon the proposed price will entitle Ahern to a commensurate equitable adjustment to the price to account for any such increased costs. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or relate to government-imposed measures, government prohibitions, port or customs delays, or other industrial disturbances, shortages of goods, and other like events resulting from tariffs. If this document contains materials subject to tariffs imposed after the quotation or proposal date, the price shall be adjusted to reflect the actual increase in costs directly attributable to such tariff, duty, or surcharge. Ahern shall provide reasonable documentation evidencing the increased costs.

Service Location:

City of Nevada Library
631 K Avenue
Nevada, IA 50201

1	Sprinkler Questions	Fixed Price	\$629.00	
Repair:	Ahern will perform 5yr underground & exposed piping testing.			
Identified:	08/26/2026	Sys ID:	Sys Loc:	
Question:	Record date of last 5-Year underground & exposed piping flow test.			
Answer:	Unknown			

Deficiency Authority:

NFPA 25 - 2017 Edition

Section: 7.3.1

Underground and exposed piping shall be flow tested at minimum 5-year intervals.

2	Fire Department Connection	Fixed Price	\$582.00	
Repair:	Ahern to perform 5 yr hydrostatic test of FDC piping at 150 psi for 2 hrs. In areas that have piping that is hidden, this test may require FDC piping to be pneumatically tested at 20 psi before hydrostatically testing.			
Identified:	08/18/2026	Sys ID:	Sys Loc:	southwest corner bldg
Question:	Record date of last 5-year hydrostatic test of FDC piping.			
Answer:	Unknown			

Deficiency Authority:

NFPA 25 - 2017 Edition

Section: 13.8.5

The piping from the fire department connection to the fire department check valve shall be hydrostatically tested at 150 psi (10 bar) for 2 hours at least once every 5 years.

3	Backflow Preventer fire	Fixed Price	\$289.00	
Repair:	Ahern to perform internal inspection of the backflow			
Identified:	08/26/2026	Sys ID:	Sys Loc:	sw corner basement
Question:	Date of the last internal inspection performed on the backflow prevention device.			
Answer:	Unknown			

Deficiency Authority:

NFPA 25 - 2017 Edition

Section: 13.7.1.3

Backflow prevention assemblies shall be inspected internally every 5 years to verify that all components operate correctly, move freely, and are in good condition.

Total for All Services:

\$1,500.00

Authorizing Contact		Customer Authorized Representative Signature	
Name:	Tricia Hanrahan	Print Name:	Jordan Cook
Title:	Service Sales Representative	Signature:	
Date:	9/3/2026	Date:	
Quote #:	627817-1	PO #:	

Signed acknowledgement of this agreement confirms acceptance of all the above scope of work and clarifications as well as all the attached Notes and Clarifications and General Terms and Conditions. Any PO reference is for convenience only and such PO does not form a part of these General Terms and Conditions.

Notes and Clarifications

Deficiencies

SCOPE OF WORK:

- Customer has requested Ahern to perform the above services as detailed in the attached quotation. All work shall be in accordance with the applicable NFPA Standards, and the terms and conditions contained herein.

PRICING:

- This quotation is valid for 30 days from the date of the quotation. **Pricing is based upon the assumption that all items will be performed as one project. Additional mobilization and shutdown charges will be applied if items are performed separately.**

MATERIAL PRICE INCREASES: The price and schedule set forth in this quotation or bid document for the Scope of Work of Ahern ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this quote or bid, this quote or bid is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).

If this quotation or bid contains materials built with steel or aluminum, due to the volatility of prices from suppliers, this bid or quotation is valid for ten (10) days from date of issue listed on the cover page of the quotation or the date the bid was submitted. If you accept this quotation or bid after this time period Ahern will adjust the quotation or bid to ensure that it contains the most recent steel or aluminum pricing due to significant market fluctuations. The quotation will not be valid until such adjustment is agreed upon by the parties.

CLARIFICATIONS:

- **Alarms:** It is the Customer's responsibility to silence/disable the building fire alarm and contact any company or entity which receives alarm signals. Ahern shall not be responsible for any costs or fees assessed by local fire departments or municipalities from unintended emergency calls or signals.
- **Anti-Freeze:** Should Ahern encounter anti-freeze solution which cannot be recharged, it will be drained and removed from the site. If disposal fees are required, the customer will be charged such fees as an additional cost to this quotation.
- **Drawing Files:** Ahern shall be furnished any necessary CAD backgrounds at no cost to Ahern.
- **Existing Seismic Bracing:** Ahern has not included the seismic upgrade to any existing main or branch line piping; up to and including retaining straps, restraint, and seismic bracing.
- **Existing System Modifications:** New sprinklers to be piped from existing outlets. Modifications to existing piping to accommodate other trades are not included.
- **Handling Fees:** Necessary shipping, handling, and freight charges are included unless specified otherwise.
- **Hydraulic Calculations:** Ahern has not included hydraulic calculations. New pipe sizes will be based on existing pipe schedule.
- **Lift Equipment:** Customer to supply man lift equipment.
- **Materials:** Necessary materials are included unless specified otherwise.
- **Notice to Proceed:** Ahern requests a minimum of 48 hours notice to mobilize onsite and avoid potential additional costs.
- **Notifications:** It is the customer's responsibility to notify the local fire departments and insurance company if the fire protection system is shut down or out-of-service.
- **Painting:** Ahern has not included any painting desired or required, including cleaning of piping and protection of the installed sprinkler heads from paint.
- **Patching:** Ahern has not included any removal/replacement of existing ceilings or patching/painting of new or existing drywall walls or ceilings.

- Permits: Ahern has not included any permit fees in this quotation.
- Pressure Tests: Hydrostatic testing is not included for new or existing piping.
- Racks: This quotation is based upon the assumption that all products will be removed from the storage racks prior to sprinkler installations in order to allow a continuous and timely installation.
- Renovation: The existing overhead sprinkler system will be returned to service at the end of each workday. It will be the responsibility of the customer to provide temporary Fire Protection measures in the event any agency requires this service. It will be the responsibility of the customer to provide temporary Fire Protection measures in the event any agency requires this service.
- Seismic Bracing: Branch lines are **not** provided with seismic restraint per NFPA-13, 2007.
- Shutdown Fees: Mall / City shutdown fees are not included.
- Sprinkler Locations: Pendent sprinklers will be installed within approved tolerances, but not necessarily centered in ceiling tile or aligned with other ceiling fixtures.
- System Drainage: Ahern's quotation is based on a 1 hr. or less time allowance to drain the sprinkler system to perform Ahern's work and will require the location of **(low point drains, if any, and system zone charts, as-built drawings)** prior to system shutdown, in order to manage and reduce the inherent risk of unwanted water discharge when working with existing sprinkler systems.
- System Shutdown: The proposed scope of work will require a shutdown of the fire sprinkler system and any associated alarms prior to performing Ahern's work. **Ahern has assumed these systems will be shut down promptly upon the arrival of its technician and returned to service upon completion of work. -or- It is the customer's responsibility to provide access to the sprinkler riser(s) and shut down the alarm system promptly upon the arrival of Ahern's technician each day.**
- Water Supply Treatment: NFPA-13 requires that the water supply be evaluated for the existence of microbes and conditions that could contribute to microbiologically influenced corrosion (MIC). Ahern has not included any provisions for testing or treating the incoming water for MIC.
- Wiring: Customer to provide necessary electrical wiring.
- Sales Tax: The prices do not include sales tax.
- Customer is responsible for providing notice to commercial tenants or private residents in which services will be performed. Non-public areas shall be unoccupied. If occupied, customer will escort Ahern's technician for the duration of the services being performed and such escort shall remain with the technician continually during the provision of the services. If tenant or resident spaces are occupied and an escort is not available and present, Ahern's service will be rescheduled and the customer will incur a fee.

FIRE DEPARTMENT CONNECTIONS:

- Hydrostatic Testing - Ahern does not guarantee the integrity of the existing piping and is not responsible for damage caused by hydrostatic testing of existing piping.

Revised: 09/21/2022

In the event of any conflicts between these Notes and Clarifications and the General Terms and Conditions, the General Terms and Conditions shall govern.

GENERAL TERMS AND CONDITIONS OF SALE

1. **ENTIRE CONTRACT** The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represent the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

2. **PROPOSALS AND CONTRACT** Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

3. **PRICES** In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records supplied by Purchaser. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

4. **PAYMENT** All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

5. **DELAYS** Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

6. **EXCAVATION** When the Seller does the excavating, if water, quicksand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

7. **SITE FACILITIES** Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

8. **STRUCTURE AND SITE CONDITIONS** While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

9. **CODE COMPLIANCE** Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

10. **REPORTS** When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.**

11. **ALARM MONITORING SERVICES** Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

12. **EXCLUSIVE LIMITED WARRANTY** Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear

and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the

specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No premise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party; irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

13. MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

14. SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

15. WAIVER. Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

16. ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

17. CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional

work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

18. LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

19. INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Seller, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

20. TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

21. CLAIMS AND CHOICE OF LAW Within five days of the occurrence of any event or matter giving rise to a dispute(s), either party has the right to provide the other Party with a written notice, ("Notice of Dispute"). Within fifteen (15) days of receipt of the Notice of Dispute, the Parties shall commence direct negotiations with management officers authorized to enter into a binding resolution or settlement of the dispute. Should direct negotiations fail to resolve the dispute(s) within fifteen (15) days of the commencement of negotiations, all disputes, claims and matters in controversy relating to or arising from the Contract, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless Seller provides written notice to Purchaser that it has elected in its sole discretion, that all such disputes, claims, and matters in controversy shall be decided by litigation. The Parties further agree that the sole and exclusive location and forum for such arbitration or litigation shall be the Fond du Lac County, Wisconsin Circuit Court. If this venue is deemed unenforceable by a court of competent jurisdiction, the parties agree that the alternative venue shall be the Federal District Court for the Eastern District of Wisconsin, Green Bay Division. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) AGREES THAT, IN THE EVENT OF LITIGATION, IT SHALL SEEK TO ENFORCE, AND SHALL ABIDE BY, THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND AGREEMENTS IN THIS SECTION. The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract.

22. OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

23. INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

24. INDEMNIFICATION To the fullest extent permitted by law, PURCHASER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER AND SELLER'S AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL OR ALLEGED CLAIMS, FINES, PENALTIES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, THAT ARISE FROM, RELATE TO, OR OTHERWISE ARE CONNECTED WITH, IN WHOLE OR IN PART, EITHER PARTY'S PERFORMANCE OF THIS CONTRACT, INCLUDING THE ACTS OR OMISSIONS OF EITHER PARTY'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES, AGENTS AND/OR REPRESENTATIVES, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Seller reserves the right to select counsel to represent it in any such action.

25. TERMINATION AND DEFAULT Seller may terminate this Contract upon thirty (30) days written notice for convenience. All amounts owed to Seller for Work completed prior to the termination date shall be paid by Purchaser within ten (10) days of termination. In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

26. SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Purchaser acknowledges that Purchaser is responsible for ensuring that water-based sprinkler piping is adequately heated to prevent freezing and that all drum drips are required to be maintained and drained by Purchaser.

27. HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, PFAS, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

28. WASTE MANAGEMENT If the work calls for the disposal of hazardous and/or non-hazardous waste materials ("Waste"), then Purchaser shall: (a) be responsible for providing to Seller all necessary forms, waste profile sheets, laboratory analyses, samples, and other information pertaining to the types of Waste to be disposed and shall ensure that all Waste-related information furnished to Seller is accurate and complete; (b) secure, at its expense, all approvals, permits and other authorizations necessary to enable Seller to perform such Waste disposal services, except for those permits and licenses required to be obtained by Seller in connection with its own business; and (c) without limiting the foregoing, comply with all applicable laws and regulations in connection with such classification and disposal of Waste. Purchaser shall execute all manifests for the transportation, storage and disposal of any Waste removed from the project site. At no time will Seller take title to any Waste located on or removed from the project site, and such Waste shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a 'generator,' 'operator,' 'transporter' or 'arranger' in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges that Seller has played no part in and assumes no responsibility for generation or creation of any Waste that may be the subject matter of this Contract. Consistent with Purchaser's obligations under the INDEMNIFICATION provision at Section 24 of this Contract, Purchaser shall defend, indemnify and hold Seller harmless from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages (collectively, "Losses") that result from the transport, storage and/or disposal of Waste generated on and/or removed from the project site, WHETHER OR NOT SUCH CLAIMS ARE BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO ACTIVE OR PASSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Purchaser shall be responsible for purchasing and maintaining its own liability insurance from financially sound insurance companies, including but not limited to environmental liability and pollution coverage.

29. OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

30. LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

31. NO THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

LAST UPDATE: 12/15/2025

CITY OF NEVADA ADMINISTRATIVE POLICY

Policy Number: 91426	Subject: Workplace Bullying & Respectful Workplace
Approved By: Jordan Cook	Date: September 14, 2026
	Amended Date:

PURPOSE:

The City of Nevada is committed to maintaining a professional workplace in which employees and volunteers are treated with dignity and respect. Workplace bullying and abusive conduct by supervisors, managers, City leadership, employees, and/or volunteers will not be tolerated.

This policy supplements the City's Employee & Volunteer Handbook and is intended to address workplace bullying that may not otherwise constitute unlawful harassment, discrimination, workplace violence, or another specific violation of the Handbook.

WORKPLACE BULLYING:

Workplace bullying is repeated or severe unreasonable conduct directed toward an employee or volunteer that a reasonable person would consider intimidating, humiliating, degrading, abusive, or intended to substantially undermine the individual's ability to perform their work.

Bullying generally involves a pattern of behavior rather than an isolated disagreement, personality conflict, misunderstanding, or instance of discourteous conduct. Bullying may be verbal, written, electronic, physical, or nonverbal.

Examples may include:

- Repeated personal attacks, ridicule, belittling, humiliation, or abusive conduct;
- Knowingly spreading false or malicious information intended to discredit or undermine another individual;
- Deliberately interfering with, sabotaging, or undermining another person's work;
- Intentionally withholding information or resources necessary for an individual to perform assigned duties;
- Deliberately excluding an individual from necessary workplace communications, meetings, or activities for the purpose of isolating or undermining the individual;
- Using one's position or authority to intimidate, humiliate, or personally target another individual; or
- Engaging in a repeated pattern of hostile, abrasive, or intimidating conduct that serves no legitimate business purpose and that a reasonable person would consider abusive or degrading.

LEGITIMATE WORKPLACE ACTIONS:

Reasonable management and supervisory actions undertaken in good faith do not constitute workplace bullying. This includes assigning and directing work; establishing performance expectations, deadlines, schedules, and priorities; providing constructive criticism or

performance feedback; conducting evaluations; investigating workplace concerns; enforcing City policies and procedures; changing duties or work processes for legitimate operational reasons; and taking appropriate corrective or disciplinary action.

A workplace decision or interaction does not constitute bullying solely because an employee disagrees with it, considers it unfair, is dissatisfied with the outcome, or experiences discomfort as a result.

Likewise, ordinary workplace disagreements, differences in communication styles, personality conflicts, and isolated instances of impatience or discourtesy generally do not constitute workplace bullying.

Nothing in this section permits legitimate supervisory authority to be used for the purpose of intimidating, humiliating, retaliating against, or personally targeting another individual.

REPORTING AND RESPONSE:

An employee or volunteer who believes they have experienced workplace bullying, or who becomes aware of bullying involving another City employee or volunteer, should promptly report the concern to their supervisor, department head, or City Administrator. An individual is not required to report a concern to a person who is the subject of the complaint.

The City will review reported concerns and take appropriate action based upon the circumstances. Conduct that also falls within another provision of the Employee & Volunteer Handbook may be addressed under the applicable Handbook policy or procedure.

Violations of this policy may result in corrective or disciplinary action, up to and including termination, in accordance with the City's Employee & Volunteer Handbook.

Adopted: _____

Effective Date: _____

Memo

To: Planning & Zoning Commission
From: Mike Sauer, Zoning Supervisor
CC: Jordan Cook, City Administrator
Date: 09/08/2026

RE: General Information

- 1. Dollar Fresh to Hy-Vee Conversion:** The City of Nevada's Site Plan review requires plans for the buildings and changes to the area. Included in your packet is a copy of the site plan and addition of equipment.
 - a. All modifications are interior with the exception of the signage.
 - b. Fire Chief Reynolds has reviewed plans and approved.
 - c. The plans enclosed show changes only. Full set of plans can be reviewed by commission members if desired at city hall

If you have any questions please contact me at work, 515-382-5466, or at home, 515-215-0749, and prior to Monday night's meeting

September 1, 2026

City of Nevada
Attn: Planning & Zoning Department

Re: Nevada Dollar Fresh Conversion to Hy-Vee
Building Permit Application

P&Z Department:

This project, located at 1622 Fawcett Parkway, is to convert the existing Dollar Fresh Market into a Hy-Vee Grocery Store.

The footprint of the building is staying the same, and the other than the exterior signage changing to Hy-Vee signage, this project is an interior remodel.

Architectural Scope:

- Reconfiguring the Produce; Guest Services & check lanes; Wine & Spirits; and shelving throughout the store.
- Adding a Bakery Department; Meat Department (including a new Meat Cooler); Produce Trim Room in the existing meat cooler.
- New/updated Décor & millwork throughout the store.
- Shifting one exterior exit door.

Mechanical Scope:

- We are adding 2 new exhaust fans & 1 new kitchen hood.
- All existing RTUs & other equipment is to remain.

Plumbing Scope:

- We are adding a new water heater; multiple sinks (Hand & 3-Comp); and connecting to new equipment & refrigerated cases. New grease sanitary & water lines throughout the new departments.

Fire Protection Scope:

- Removing existing sprinkler heads where new departments are being built out and rerouting as necessary.

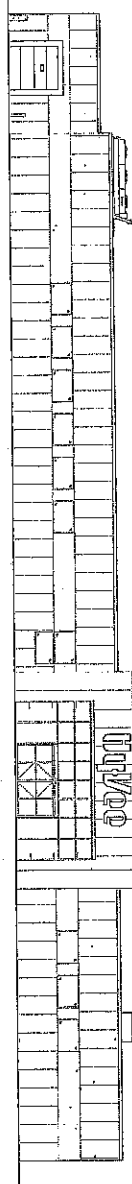
Electrical Scope:

- Adding a new Branch Panel (C) with 54 circuits; new power & lighting in the new departments; and updated power & lighting as needed throughout the rest of the store.

Hy-Vee®

NEVADA, IOWA

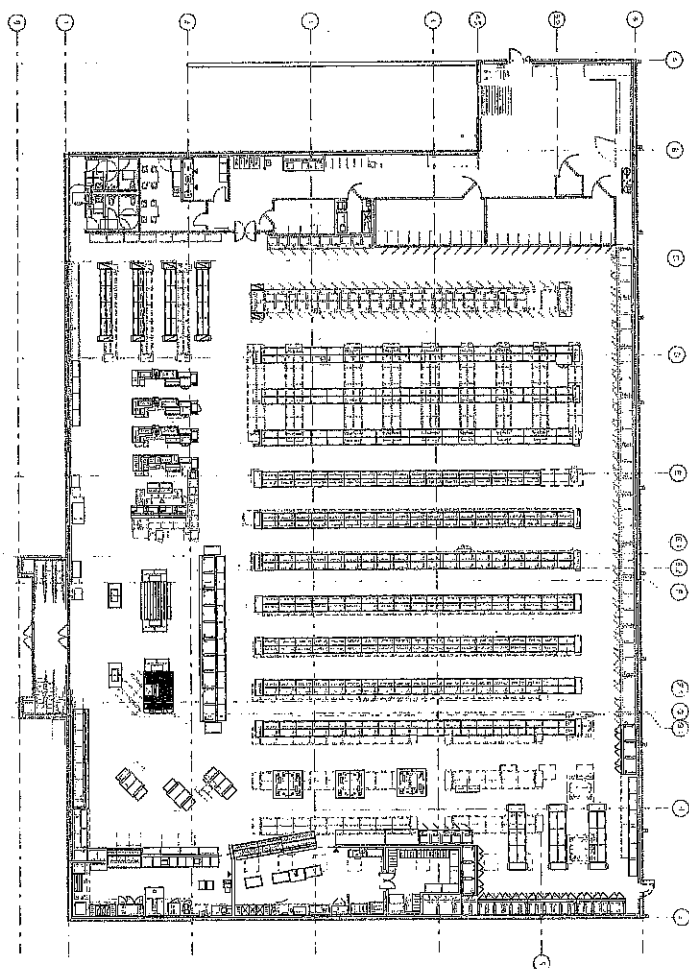
16222 FAWCETT PKWY, IA 50201



DRAWING SCHEDULE

[illegible]

100% CD PROGRESS
SET - 08/10/2026



1 OVERLAY PLAN
SCALE: 1/8" = 1'-0"

A0.3	OVERLAY PLAN	NEED PARKING	LOCATION: NEVADA, IOWA 1622 FAWCETT PKWY, IA 50201 HyVee. HYVEE, INC. 3820 WEST TOWN PARKWAY WEST DES MOINES, IOWA 50315 TELEPHONE: (515) 257-9345 FAX: (515) 247-2935 EMPLOYEE OWNED	APEX LANDSCAPE SERVICE 1000 14TH AVE SW DES MOINES, IA 50315 PHONE: (515) 257-9345 FAX: (515) 247-2935	APEX LANDSCAPE SERVICE 1000 14TH AVE SW DES MOINES, IA 50315 PHONE: (515) 257-9345 FAX: (515) 247-2935		REVISION
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Architectural floor plan of a building, likely a commercial or institutional structure. The plan is oriented vertically and shows a complex layout of rooms, corridors, and structural elements. Key sections include:

- COLD BEER:** Located at the top of the plan, featuring a large rectangular area with a grid of columns and a smaller section labeled "COLD BEER".
- CHOP HOUSE MEATS:** A central section with a large, irregularly shaped area labeled "CHOP HOUSE MEATS".
- BANK:** A section at the bottom of the plan, featuring a large area with a grid of columns and a smaller section labeled "BANK".

The plan includes numerous dimensions, room numbers, and labels for various structural elements such as columns, walls, and doors. The overall layout suggests a multi-story building with a variety of functional spaces.

Architectural floor plan of the first floor of the building at 1000 Broadway, New York City. The plan shows a large central hall with a grid of rooms, a large auditorium on the right, and various offices and service areas on the left. A note indicates that the building has been empty since 1930.

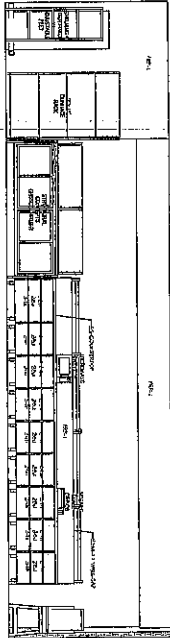
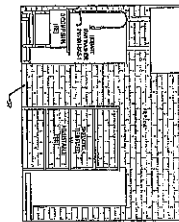
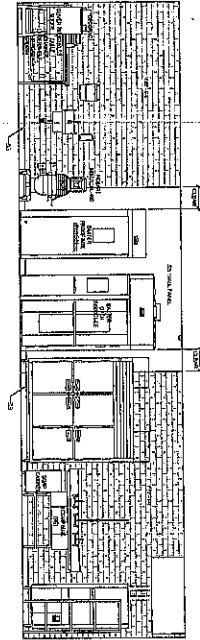
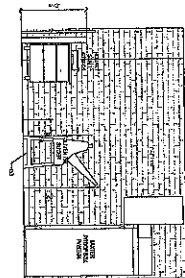
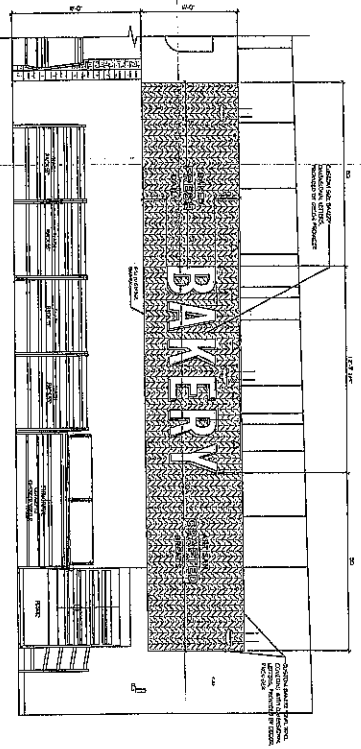
Architectural drawing of a building section and elevation. The drawing shows a cross-section of a building with multiple rooms, including a large hall with a central staircase and several smaller rooms. The drawing is labeled with dimensions and includes a north arrow and a scale bar.

Technical drawing of a building facade section. The drawing shows a vertical section through a wall and a window/door assembly. Key features include:

- A horizontal dimension line at the top labeled "3.50".
- A vertical dimension line on the left labeled "2.10".
- A window/door assembly with a frame and glass panes.
- Structural details like reinforcement bars and concrete sections.
- Labels in Russian: "окно" (window), "дверь" (door), "стена" (wall), "пол" (floor), "потолок" (ceiling).
- Other labels: "1/2", "1/4", "1/8", "1/16", "1/32", "1/64", "1/128", "1/256", "1/512", "1/1024", "1/2048", "1/4096", "1/8192", "1/16384", "1/32768", "1/65536", "1/131072", "1/262144", "1/524288", "1/1048576", "1/2097152", "1/4194304", "1/8388608", "1/16777216", "1/33554432", "1/67108864", "1/134217728", "1/268435456", "1/536870912", "1/1073741824", "1/2147483648", "1/4294967296", "1/8589934592", "1/17179869184", "1/34359738368", "1/68719476736", "1/137438953472", "1/274877906944", "1/549755813888", "1/1099511627776", "1/2199023255552", "1/4398046511104", "1/8796093022208", "1/17592186044416", "1/35184372088832", "1/70368744177664", "1/140737488355328", "1/281474976710656", "1/562949953421312", "1/1125899906842624", "1/2251799813685248", "1/4503599627370496", "1/9007199254740992", "1/18014398509481984", "1/36028797018963968", "1/72057594037927936", "1/144115188075855872", "1/288230376151711744", "1/576460752303423488", "1/1152921504606846976", "1/2305843009213693952", "1/4611686018427387904", "1/9223372036854775808", "1/18446744073709551616", "1/36893488147419103232", "1/73786976294838206464", "1/147573952589676412928", "1/295147905179352825856", "1/590295810358705651712", "1/1180591620717411303424", "1/2361183241434822606848", "1/4722366482869645213696", "1/9444732965739290427392", "1/18889465931478580854784", "1/37778931862957161709568", "1/75557863725914323419136", "1/151115727451828646838272", "1/302231454903657293676544", "1/604462909807314587353088", "1/1208925819614629174706176", "1/2417851639229258349412352", "1/4835703278458516698824704", "1/9671406556917033397649408", "1/19342813113834066795298816", "1/38685626227668133590597632", "1/77371252455336267181195264", "1/154742504910672534362390528", "1/309485009821345068724781056", "1/618970019642690137449562112", "1/1237940039285380274899124224", "1/2475880078570760549798248448", "1/4951760157141521099596496896", "1/9903520314283042199192993792", "1/19807040628566084398385987584", "1/39614081257132168796771975168", "1/79228162514264337593543950336", "1/158456325028528675187087900672", "1/316912650057057350374175801344", "1/633825300114114700748351602688", "1/1267650600228229401496703205376", "1/2535301200456458802993406410752", "1/5070602400912917605986812821504", "1/10141204801825835211973625643008", "1/20282409603651670423947251286016", "1/40564819207303340847894502572032", "1/81129638414606681695789005144064", "1/162259276829213363391578010288128", "1/324518553658426726783156020576256", "1/649037107316853453566312041152512", "1/1298074214633706907132624082305024", "1/2596148429267413814265248164610048", "1/5192296858534827628530496329220096", "1/10384593717069655257060992658440192", "1/20769187434139310514121985316880384", "1/41538374868278621028243970633760768", "1/83076749736557242056487941267521536", "1/166153499473114484112975882535043072", "1/332306998946228968225951765070086144", "1/664613997892457936451903530140172288", "1/1329227995784915872903807060280344576", "1/2658455991569831745807614120560689152", "1/5316911983139663491615228241121378304", "1/10633823966279326983230456482242756608", "1/21267647932558653966460912964485513216", "1/42535295865117307932921825928971026432", "1/85070591730234615865843651857942052864", "1/170141183460469231731687303715884105728", "1/340282366920938463463374607431768211456", "1/680564733841876926926749214863536422912", "1/1361129467683753853853498429727072845824", "1/2722258935367507707706996859454145691648", "1/5444517870735015415413993718908291383296", "1/10889035741470030830827987437816582766592", "1/21778071482940061661655974875633165533184", "1/43556142965880123323311949751266331066368", "1/87112285931760246646623899502532662132736", "1/174224571863520493293247799005065324265472", "1/348449143727040986586495598010130648530944", "1/696898287454081973172991196020261297061888", "1/1393796574908163946345982392040522594123776", "1/2787593149816327892691964784081045188247552", "1/5575186299632655785383929568162090376495104", "1/11150372599265311570767859136324180752990208", "1/22300745198530623141535718272648361505980416", "1/44601490397061246283071436545296723011960832", "1/89202980794122492566142873090593446023921664", "1/178405961588244985132285

This is a detailed architectural floor plan of a large, multi-story building, likely a government or institutional structure. The plan shows a complex arrangement of rooms, corridors, and courtyards. Key features include a large central hall, several smaller rooms, and a prominent entrance area. The drawing is a black and white line drawing, showing the layout of the building.

P.70



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.

3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

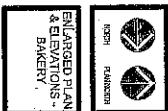
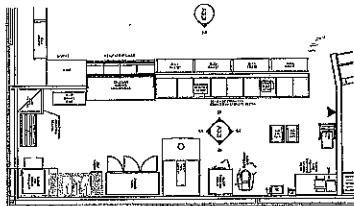
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND IBCS.

1 PARTIAL FLOOR PLAN BAKERY
SCALE: 3/8" = 1'-0"



LOCATION:
NEVADA, IOWA
1622 FANCETT PKWY, IA 50201

Hy-Vee
EMPLOYEE OWNED

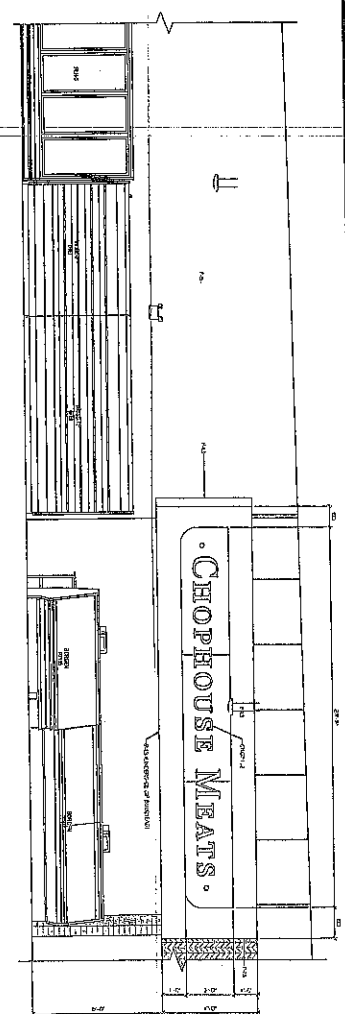
10-VEE, INC.
4600 WESTERN PARKWAY
WEST DES MOINES, IOWA 50306
TELEPHONE: (515) 281-0000
FAX: (515) 281-0000

APEX
ARCHITECTURAL
FIRM

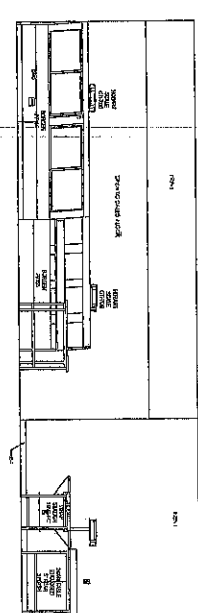
10-VEE, INC.
4600 WESTERN PARKWAY
WEST DES MOINES, IOWA 50306
TELEPHONE: (515) 281-0000
FAX: (515) 281-0000



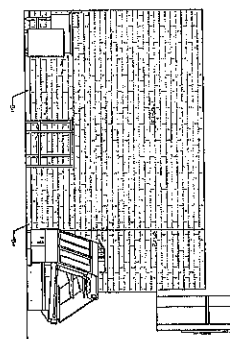
DATE	10/1/00
BY	APX
CHECKED	APX
APPROVED	APX
SCALE	3/8" = 1'-0"
SHEET NO.	1
TOTAL SHEETS	1



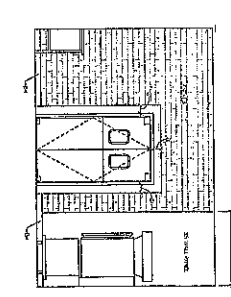
2 ELEVATION
SCALE: 3/8" = 1'-0"



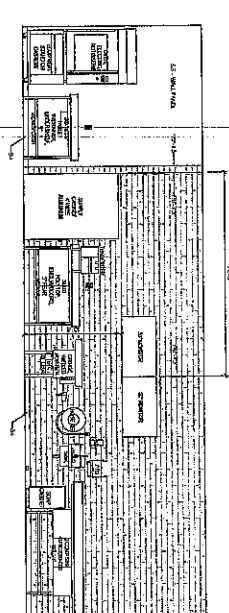
4 ELEVATION
SCALE: 3/8" = 1'-0"



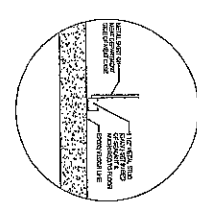
5 ELEVATION
SCALE: 3/8" = 1'-0"



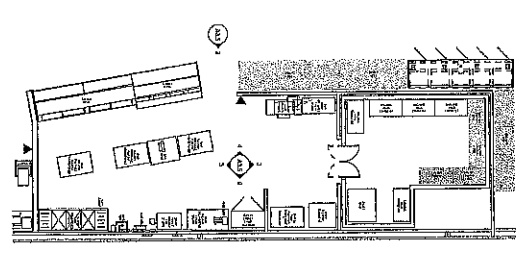
3 ELEVATION
SCALE: 3/8" = 1'-0"



6 ELEVATION
SCALE: 3/8" = 1'-0"



7 SERVICE MEAT CASE BASE DETAIL
SCALE: 3/8" = 1'-0"



1 PARTIAL FLOOR PLAN - MEAT/SEAFOOD
SCALE: 3/8" = 1'-0"

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

REVISION 1. 11/1/83	APEX ARCHITECTS 1111 11th Street, Suite 200 Des Moines, IA 50319 PHONE: (515) 281-1111 FAX: (515) 281-1111	HY-VEE EMPLOYEE OWNED 1622 FAWCETT PKWY, IA 50201 DESIGNER: HY-VEE, INC. 502 WEST TOWN PARKWAY DES MOINES, IOWA 50319 TELEPHONE: (515) 281-1111 FAX: (515) 281-1111	ENLARGED PLAN MEAT/SEAFOOD SCALE: 3/8" = 1'-0"	A3.5
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COUNCIL ACTION FORM

DATE: 9/14/26

AGENDA ITEM: Well Land

Background

The City currently owns approximately 38 acres of property adjacent to I-35. A little more than half of the property is currently enrolled in the Conservation Reserve Program (CRP) and will remain under contract for the next several years. The remaining acreage has continued to be utilized for agricultural purposes through a cash-rent arrangement.

For the foreseeable future, I anticipate continuing with this same approach. The portion that is currently farmed will remain available for cash rent, allowing the City to generate revenue from the property while preserving flexibility for future municipal needs. Once the CRP contract expires, we can evaluate whether to place that portion into agricultural production under a similar cash-rent arrangement.

At the same time, we will continue to preserve the City's ability to use the property for future infrastructure needs. If additional municipal wells are needed, we would retain the flexibility to remove the necessary acreage from agricultural use and incorporate it into those plans.

Overall, the intent is to keep the property productive and generating value for the City in the short term while maintaining the long-term flexibility to utilize the site for future water-system expansion or other municipal needs.

We have received three (3) bids:

1. Steve Owen: \$325/Acre
2. Travis Stensland: \$305/Acre
3. Jeff Longnecker: \$250/Acre

Staff recommendation:

1. Staff recommends approving option 1:

Therefore, the recommendation is that Council approve option 1.

RESOLUTION NO. 031 (2026/2027)

**RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE IOWA
ECONOMIC DEVELOPMENT AUTHORITY NUISANCE PROPERTY AND
ABANDONED BUILDING REMEDIATION PROGRAM**

WHEREAS, the City of Nevada, Iowa (“City”) supports the remediation and redevelopment of vacant and underutilized properties within the community; and

WHEREAS, the proposed project involves the property generally known as the Burke property, located in Nevada, Iowa, and more particularly described in Exhibit A attached hereto (“Property”); and

WHEREAS, upon completion of the necessary property transfer, the proposed project is anticipated to include demolition of the existing vacant building and related improvements, site clearance and preparation, and subsequent redevelopment of the Property for residential purposes; and

WHEREAS, the current redevelopment concept anticipates approximately eight residential lots for new single-family or duplex homes, subject to final engineering, platting, zoning, infrastructure, and other applicable requirements; and

WHEREAS, the City proposes to submit an application to the Iowa Economic Development Authority (“IEDA”) through the Nuisance Property and Abandoned Building Remediation Program requesting financial assistance in an amount not to exceed \$250,000 for eligible project costs; and

WHEREAS, the requested IEDA financing is anticipated to be structured as a forgivable loan or similar financing arrangement, with the final terms and conditions of repayment and forgiveness to be established by IEDA if financial assistance is awarded; and

WHEREAS, the City and Nevada Economic Development Council (“NEDC”) have proposed a separate Development and Funding Agreement establishing their respective responsibilities for the IEDA financing, project costs, demolition and site clearance, compliance, repayment obligations, and subsequent redevelopment of the Property; and

WHEREAS, the City Council finds that submission of the application and implementation of the proposed project are in the best interests of the City of Nevada.

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

Section 1. The City Council hereby supports the proposed remediation and redevelopment plan for the Property, contingent upon completion of the necessary property transfer and satisfaction of applicable project requirements.

Section 2. The City Council hereby authorizes submission of an application to IEDA through the Nuisance Property and Abandoned Building Remediation Program requesting financial assistance in an amount not to exceed \$250,000.

Section 3. If financial assistance is awarded, the City is authorized to accept such assistance and comply with the repayment and forgiveness terms established by IEDA, subject to the allocation of responsibilities between the City and NEDC as provided in the Development and Funding Agreement approved by the City.

Section 4. The Mayor, City Administrator, City Clerk, and other appropriate City officials are hereby authorized to execute and submit such application documents and take such actions as may be necessary to carry out the purposes of this Resolution.

Passed and approved the 14th day of September, 2026.

Ryan Condon, Mayor

Attest:

Erin Mousel, City Clerk

Moved by Council Member __, seconded by Council Member __, that Resolution No. 031 (2026/2027) be adopted.

AYES: ____

NAYS: ____

ABSENT: ____

The Mayor declared Resolution No. 031 (2026/2027) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 031 (2026/2027) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14th day of September, 2026.

Erin Mousel, City Clerk

W:\Office\Council\Resolutions\2026-2027\031 - Reso of Support - Burke Prop (NEDC).docx

DEVELOPMENT AGREEMENT

This Development and Funding Agreement ("Agreement") is entered into as of _____, 2026, by and between the **City of Nevada, Iowa**, an Iowa municipal corporation ("City"), and **Nevada Economic Development Council, Inc. ("NEDC")**.

RECITALS

WHEREAS, property generally known as the **Burke property**, located in Nevada, Iowa, and more particularly described in **Exhibit A** attached hereto ("Property"), is proposed for demolition, site clearance, and subsequent residential redevelopment; and

WHEREAS, the City and NEDC desire to facilitate the removal of the existing building and related improvements and prepare the Property for future residential development; and

WHEREAS, the current redevelopment concept anticipates the creation of approximately **eight residential lots for new single-family homes**, subject to final engineering, platting, zoning, infrastructure, and other applicable requirements; and

WHEREAS, funding in an amount not to exceed **\$250,000** may be available through the Iowa Economic Development Authority ("IEDA") in the form of forgivable financing to assist with demolition, site clearance, and related eligible project costs; and

WHEREAS, the City will serve as the applicant and recipient of the IEDA financing but is intended to function primarily as a **pass-through entity** for purposes of facilitating the project; and

WHEREAS, The City's willingness to serve as the applicant and recipient is conditioned upon NEDC's agreement to (i) fully protect the City from any financial obligations associated with project costs exceeding the IEDA funding, (ii) protect the City from financial loss should any portion of the IEDA financing ultimately not be forgiven due to actions, omissions, or project obligations attributable to NEDC, and (iii) be solely responsible for all project performance and compliance obligations; and

WHEREAS, the parties desire to clearly establish their respective responsibilities throughout the demolition, redevelopment, and IEDA compliance periods.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the responsibilities of the City and NEDC regarding:

1. Application for and administration of IEDA financing;

2. Demolition and site clearance of the Property;
3. Payment of project costs;
4. Compliance with IEDA requirements;
5. Repayment obligations if IEDA financing is not forgiven; and
6. Subsequent redevelopment of the Property for residential purposes.

This Agreement is for the benefit of the parties only and creates no rights in any third party, including any developer, contractor, lender or property owner.

2. IEDA Application and City as Pass-Through Entity

The City shall serve as the applicant for the applicable IEDA financing and, if awarded, shall enter into the necessary agreements with IEDA.

The parties acknowledge that the City's participation is intended primarily to facilitate access to the IEDA financing and that the City is acting as a **pass-through entity** for the benefit of the project. NEDC acknowledges that the City is not a co-sponsor, co-developer, or guarantor of project success.

NEDC shall cooperate fully with the City in preparing the application and administering the financing and shall provide all information, certifications, financial documentation, redevelopment information, and other materials reasonably requested by the City or IEDA.

Nothing in this Agreement shall require the City to provide financial support for the project beyond the amount actually received from IEDA, except as separately authorized by the City Council. Specifically, nothing in this Agreement obligates the City to advance funds, incur debt, or make any appropriation.

3. IEDA Financing

The anticipated IEDA financing is in an amount of up to Two Hundred Fifty Thousand Dollars (\$250,000).

The parties understand that the financing is anticipated to be structured as a forgivable loan or similar financing arrangement and that forgiveness may be subject to continued compliance with IEDA requirements for a period that may extend beyond completion of the demolition work.

The City shall submit eligible expenses to IEDA for reimbursement in accordance with the applicable IEDA agreement and program requirements.

The City does not guarantee that:

- IEDA will award the full \$250,000;
- every project expense will be deemed eligible by IEDA;
- IEDA will reimburse every expense submitted; or
- the financing will ultimately be forgiven.

NEDC acknowledges and accepts these risks as provided further in this Agreement. NEDC acknowledges that IEDA determinations are final for purposes of this Agreement.

4. Demolition and Site Clearance

NEDC shall be responsible for coordinating and/or contracting for the demolition of the existing building and associated site-clearance activities in accordance with applicable procurement requirements, environmental requirements, IEDA requirements, and applicable local, state, and federal laws.

Eligible demolition and site-development costs may include, to the extent approved by IEDA:

- Building demolition;
- Removal and disposal of demolition materials;
- Removal of pavement or other improvements;
- Site clearing;
- Grading;
- Environmental or regulatory work associated with demolition;
- Utility disconnections or modifications;
- Site preparation; and
- Other expenses approved by IEDA.

NEDC shall be solely responsible for selecting, contracting with, and managing contractors and consultants, and for all contractor performance, safety, and compliance. NEDC shall obtain and pay for all permits, approvals, and inspections required for the work and shall comply with all applicable laws.

The City may, but is not obligated to, pay approved project invoices and thereafter submit the applicable costs to IEDA for reimbursement.

5. Maximum City Financial Participation

The City's financial participation in demolition and site-clearance costs shall be limited to the amount of IEDA funds actually awarded, received, and available for reimbursement, anticipated not to exceed \$250,000.

The City shall not be obligated to use General Fund revenues, property tax revenues, utility revenues, bond proceeds, or other City resources to cover costs exceeding the IEDA award unless separately approved by the City Council.

6. Costs Exceeding Amount Awarded by IEDA or \$250,000

NEDC shall be responsible for all project costs including any amounts exceeding \$250,000, or such lesser amount as may ultimately be awarded and reimbursed by IEDA.

If total eligible and necessary project costs exceed the amount available from IEDA, NEDC shall provide the additional funding necessary to complete the demolition and site-clearance work.

Upon receipt of documentation from the City identifying such costs, NEDC shall reimburse the City within ninety (90) days, unless another payment arrangement is approved in writing by the City.

The City shall have no obligation to proceed with work exceeding available IEDA funding unless NEDC has demonstrated, to the City's reasonable satisfaction, that adequate funds are available to pay those additional costs.

7. Expenses Determined Ineligible by IEDA

If the City incurs an expense reasonably related to the approved project but IEDA subsequently determines that the expense is not eligible for reimbursement, NEDC shall reimburse the City for that expense unless the expense resulted solely from an unauthorized action of the City.

NEDC shall make such reimbursement within thirty (30) days following written notice from the City.

8. Repayment if IEDA Financing Is Not Forgiven

If any portion of the IEDA financing is required to be repaid, recaptured, or otherwise returned to IEDA, **NEDC shall reimburse the City for the amount the City is required to repay**, together with any applicable interest, penalties, fees, or other charges, to the extent the repayment obligation arises from:

- Failure to satisfy project requirements;
- Failure to complete required redevelopment activities;
- Failure to maintain required documentation;
- Actions or omissions of NEDC;
- Failure by NEDC or a subsequent developer to comply with applicable IEDA requirements;
- Failure to satisfy representations made as part of the IEDA application or financing agreement; or

- Any other project-related condition within NEDC's control.

If repayment is caused solely by the City's failure to perform an obligation that was expressly assigned to the City under this Agreement, NEDC shall not be responsible for that portion of the repayment.

This provision intends that the City shall not incur a financial loss as a result of serving as applicant and pass-through entity for the IEDA financing when the repayment obligation relates to NEDC's responsibilities or the redevelopment of the Property.

9. NEDC Financial Responsibility

NEDC shall provide the financial support necessary to satisfy its obligations under this Agreement, including:

- Project costs exceeding available IEDA funding;
- Expenses determined ineligible for IEDA reimbursement where required under this Agreement;
- Repayment obligations attributable to NEDC;
- Costs associated with subsequent residential redevelopment;
- Professional fees attributable to NEDC's redevelopment activities; and
- Other expenses expressly assigned to NEDC under this Agreement.

NEDC shall provide reasonable evidence of its ability to meet these obligations upon request by the City, including audited financial statements, current financials, and proof of committed funding sources.

10. Residential Redevelopment

Following demolition and site clearance, NEDC intends to coordinate redevelopment of the Property for residential purposes.

The current concept anticipates eight (8) residential lots intended for new single-family or Duplex homes—three (3) of which shall be LMI-qualified. NEDC shall be solely responsible for ensuring any LMI/affordability requirements are satisfied.

The parties acknowledge that the final number, size, and configuration of residential lots may change based upon:

- Final engineering;
- Surveying;
- Platting requirements;
- Utility availability;

- Street and infrastructure requirements;
- Zoning requirements;
- Market conditions; and
- City approval requirements.

Nothing in this Agreement constitutes approval of a subdivision plat, zoning change, site plan, building permit, or other regulatory approval otherwise required by law.

11. NEDC Responsibility for Redevelopment

NEDC shall be responsible for coordinating the subsequent residential redevelopment of the Property.

Such responsibilities may include:

- Developer recruitment;
- Lot disposition;
- Coordination with homebuilders;
- Platting and surveying;
- Engineering;
- Site planning;
- Coordination of private development;
- Marketing;
- Financing; and
- Other activities necessary to transition the Property from a cleared site to residential development.

Any future City participation in public infrastructure, incentives, land disposition, or other redevelopment costs shall require separate City Council approval and a separate written agreement executed by the City.

12. IEDA Reporting and Compliance

Because the City will be the formal applicant and recipient of the IEDA financing, NEDC shall provide the City with all documentation reasonably necessary to meet IEDA reporting and compliance requirements.

NEDC shall provide requested information in sufficient time for the City to meet all applicable deadlines.

Required information may include:

- Invoices;

- Proof of payment;
- Contracts;
- Redevelopment documentation;
- Construction information;
- Property ownership information;
- Photographs;
- Financial records;
- Certifications;
- Development progress reports;
- Housing information; and
- Other records required by IEDA.

NEDC shall maintain records associated with the project for the period required by IEDA and shall provide those records to the City upon request.

13. Cooperation During IEDA Financing Term

The obligations of NEDC related to IEDA compliance shall continue for the entire term of the City's agreement with IEDA, including any period during which the financing remains subject to repayment or recapture.

NEDC shall cooperate with the City in responding to:

- IEDA monitoring;
- Audits;
- Reporting requests;
- Compliance reviews;
- Site inspections; and
- Requests for supplemental information.

This obligation shall survive completion of demolition and transfer or redevelopment of the Property to the extent necessary to satisfy outstanding IEDA requirements.

14. Notice of Potential Noncompliance

NEDC shall notify the City within five (5) business days if it becomes aware of any circumstance that could reasonably:

- Cause the project to fall out of compliance with IEDA requirements;
- Delay redevelopment;
- Result in repayment or recapture of IEDA funds;
- Prevent completion of an obligation contained in the IEDA financing agreement; or

- Materially affect the City's obligations to IEDA.

The parties shall cooperate in attempting to resolve the issue before it results in a repayment or compliance violation.

15. Default

NEDC shall be considered in default under this Agreement if it:

- Fails to make a required payment to the City;
- Fails to provide required documentation;
- Fails to satisfy an obligation that causes the City to become noncompliant with IEDA requirements;
- Materially breaches any other provision of this Agreement; or
- Makes a materially false representation related to the project.

Except when immediate action is required by IEDA or applicable law, the City shall provide written notice of default and provide NEDC ninety (90) days to cure the default.

If the default cannot reasonably be cured within ninety days, NEDC may receive additional time provided it begins corrective action within the initial cure period and diligently pursues completion.

16. City Remedies

If NEDC fails to cure a default, the City may pursue any remedies available at law or equity, including recovery of amounts owed by NEDC under this Agreement. In addition, the City may (i) withhold submissions to IEDA, (ii) suspend participation, (iii) offset amounts owed against any amounts otherwise payable, and (iv) recover the City's administrative costs and reasonable attorney fees.

The City's remedies are cumulative and the exercise of one remedy shall not prevent the City from pursuing another.

17. Indemnification

To the extent permitted by law, NEDC agrees to indemnify and hold the City harmless from financial claims, repayment obligations, penalties, or losses arising from NEDC's failure to perform its obligations under this Agreement, including claims by contractors, subcontractors, employees, or third parties arising out of the demolition, site conditions, environmental matters, or redevelopment activities.

This provision does not require NEDC to indemnify the City for damages caused solely by the negligent or wrongful acts of the City.

~~18. No Partnership or Joint Venture~~

Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the City and NEDC.

Each party shall remain responsible for its respective obligations as provided herein.

The City's role as applicant or pass-through recipient of IEDA funding shall not make the City responsible for NEDC's redevelopment activities except as expressly provided in this Agreement.

19. Term

This Agreement shall become effective upon execution by both parties and shall remain in effect until:

1. All demolition and site-clearance activities are complete;
2. All City and NEDC payment obligations have been satisfied;
3. All applicable IEDA compliance periods have expired;
4. The IEDA financing has been fully forgiven or otherwise satisfied; and
5. No outstanding reimbursement, repayment, reporting, or compliance obligations remain.

Any provision that by its nature is intended to survive expiration of this Agreement, including reimbursement and repayment obligations, shall remain enforceable until satisfied.

20. Amendment

This Agreement may only be amended by written agreement approved and executed by both parties.

Any amendment affecting the City's financial obligations shall be subject to approval by the Nevada City Council.

21. Governing Law

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

22. Entire Agreement

This Agreement constitutes the entire agreement between the City and NEDC concerning the subjects addressed herein and supersedes any prior oral or written understandings regarding the allocation of responsibilities for the IEDA financing and project costs. In the event of a conflict between this Agreement and any NEDC document or developer agreement, this Agreement controls as between the City and NEDC.

23. Assignment

NEDC shall not assign this Agreement or delegate any of its duties without the City's prior written consent, which may be withheld in the City's sole discretion.

CITY OF NEVADA, IOWA

By: _____

Mayor

Date: _____

Attest:

By: _____

City Clerk

NEVADA ECONOMIC DEVELOPMENT COUNCIL (NEDC)

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

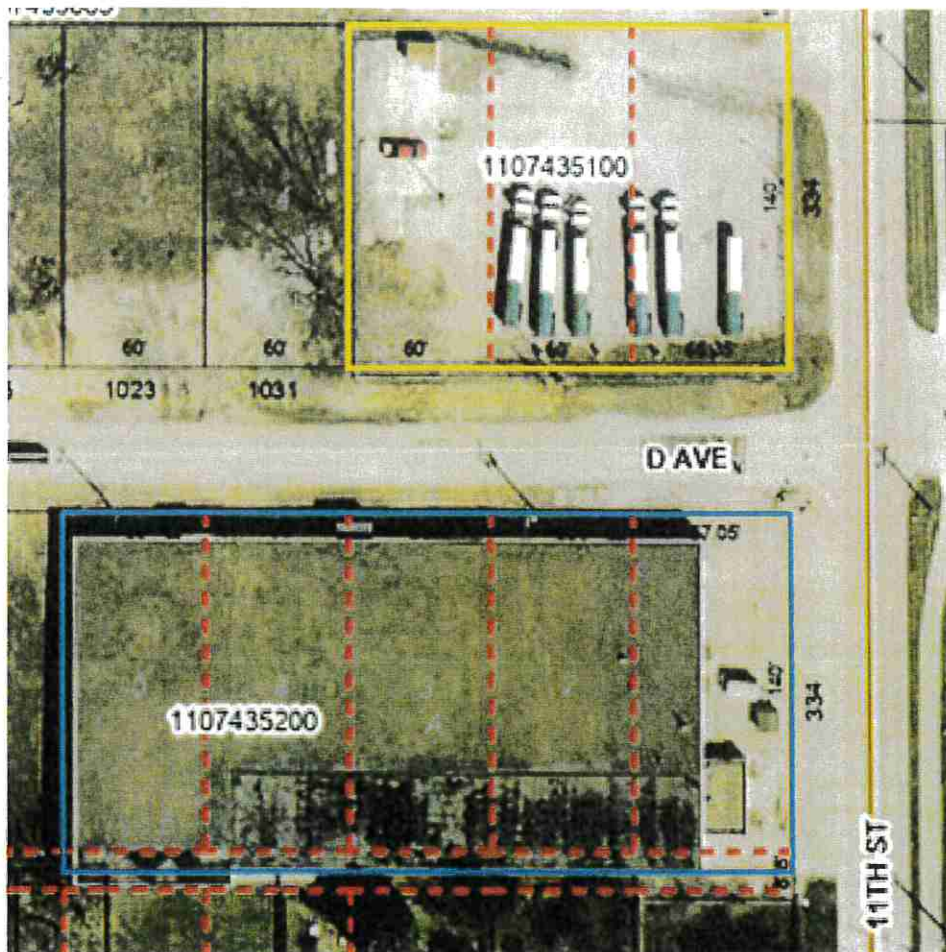
[insert legal description]

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

The legal description of the Property is as follows:

[TO BE CONFIRMED BY TITLE COMMITMENT]

Parcel	Description	Tax Legal	Approx. Area
1107435100	Empty lot on NW corner of 11th Street D Avenue	Highland Park Add Lots 1, 2, & 3, Blk 1 (Sec-Twp-Rng 07-83-22)	0.60 Acres
1107435200	Lot located on SW corner of 11th Street D Avenue, and building located thereon	Highland Park Add Parcel A Lots 1-5 & 8' Alley Adj Blk 6 (Sec-Twp-Rng 07-83-22)	1.04 Acres



Finance Director / Assistant City Administrator Report*Reporting Period: August 11, 2026 – September 14, 2026***FY26 Annual Audit**

The audit reached its first-review exit conference this cycle, and the City was pleased with the draft comments overall. We worked through each draft finding with the audit team and responded; we resolved and removed a couple of comments after providing the supporting detail/context. Two relate to how certain costs are grouped by function for reporting; we documented for the auditor that the City finished under budget once spending is measured consistently, and one relates to how SRF debt was reported in a prior year, which we are correcting with a stronger process going forward.

I also want to recognize our Deputy Clerk, Donna Mosinski, who was a tremendous help throughout. She helped keep information moving between our office and the auditor's office and answered questions quickly, which made a real difference in my first audit with the City. The report is not final yet. The auditors expect to issue it in October. Our team is glad to have the heavy lifting of the annual audit behind us ahead of budget season, and we will share the final report with the Council once it is released.

Equipment Revolving Fund and Five-Year Capital Planning

We are starting our full review and update of the City's equipment revolving funds as our first step into the FY28 budget, meeting with department heads. These accounts let each department save for vehicles, equipment, and building needs so we can plan purchases over time instead of being surprised by them. We updated every department's fund to reflect what actually happened this past year, carried the balances forward, and gave each department a simple summary and a copy of the City's five-year capital plan so everyone is working from the same picture.

Alongside that, city staff is also working through the broader infrastructure planning for the City as a whole. Once these conversations wrap up, we will move into preliminary budget discussions built around our FY28 revenue forecast, then into budget committee workshops, which we hope to hold in early October. This groundwork sets up the rest of budget season, and we are in good shape heading into it.

Belknap Block Main Street Challenge Grant

This past month, I helped Main Street Nevada prepare a Main Street Iowa Challenge Grant application for the historic Belknap Block at 1136 6th Street, the corner building at the north entrance to our downtown. The project would rehabilitate the first floor into three new

commercial storefronts alongside the existing Sweet Dreams store, restore the building's historic exterior, and bring the whole building back to full use. I, along with other amazing community and business leaders, worked with the property owner and Main Street to shape the application's narrative and budget, gather supporting documents, and ensure the pieces fit together and told a clear story. The State announces the award in November.

Sincerely,

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: Wednesday, September 9, 2026
Ref: Report for City Council Meeting for Monday, September 14, 2026

Staffing

No change to staffing.

Activity

The police department has either responded to or self-initiated 674 calls for service in the month of August. ***THIS IS 16 CALLS FOR SERVICE MORE THAN 2025.***

Highest number of calls listed below:

Traffic Stops: 327
General Info: 59
Animal Call: 27
Medical Assists: 30
Suspicious Person: 18

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: September 2, 2026

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

Calls to date in 2026:	533
Calls to date same time last year (2025):	524
Fires calls for Aug 2026:	4
EMS total calls for Aug 2026:	44
Rescue/extrication for Aug 2026:	0
Hazardous condition for Aug 2026	4
Fall / Lift assistance for Aug 2026	8
Fall with Injury Aug 2026:	6
Good intent calls for Aug 2026:	9
Community events for Aug 2026:	14

Membership: Current roster number of members: 43

Firefighter/Paramedic Kyle Elliott is moving from the district to Altoona due to a new relationship. He will be selling his home in Nevada. We lose tremendous experience because he is a career firefighter who works in Bondurant and fulltime in Ankeny. He is also a paramedic who served our community on his day off.

New members:

Eston Cole- Lives in Nevada Township and recently moved to the area. He farms and does machinery work.

Mackenzie Arends- Lives in Nevada and is attempting to be an EMT and join the National Guard. Works in healthcare. May recall she is Nevada's first female wrestling 2-time state champion.

Applications pending:

Joe Winter- Vice President of OnTrack in Nevada. Joe moved to Nevada with his family and has a family history of relatives on fire departments in their home towns.

Busy August-

August 2026 was the busiest month on record for the fire department. The fire department responded to 89 calls during the month. A normal month is around 60-70 calls. Some of the community events in

August account for the higher call volume. Extra events like washing out the 4-H barns, watering the arena before the rodeo, and various stand by events add to the call volume levels.

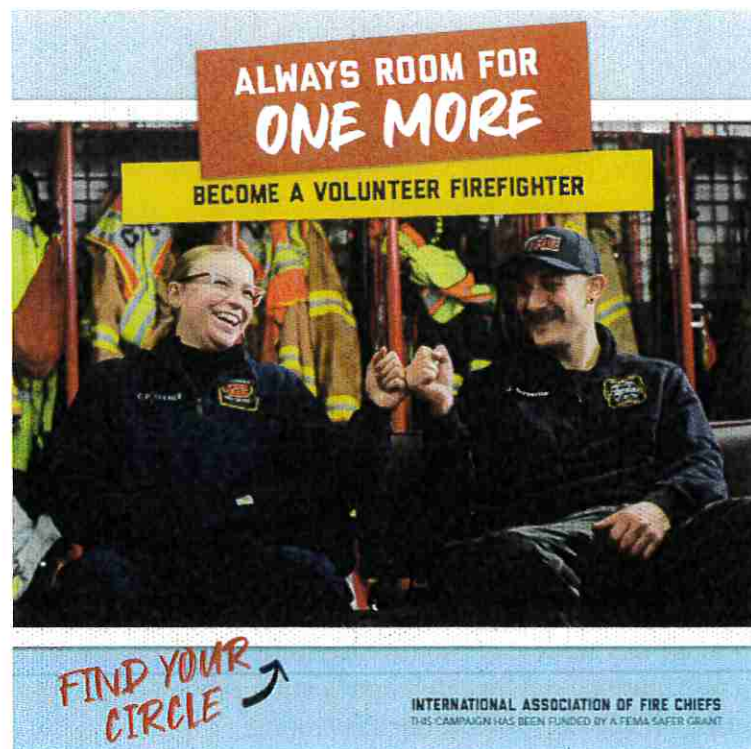
Recruitment for Firefighters

The department is working with KCCI to actively recruit more members to the fire department. The International Association of Fire Chiefs (IAFC) has hired a consultant to target Gen Z populations to fill the national crisis of recruiting shortages in volunteer departments. You will see some targeted media stories with our department. Attached is an example along with some catch phrases like "A Hustle Worth Having." The market research shows this appeals to the Gen Z population who seek a balance in their time.

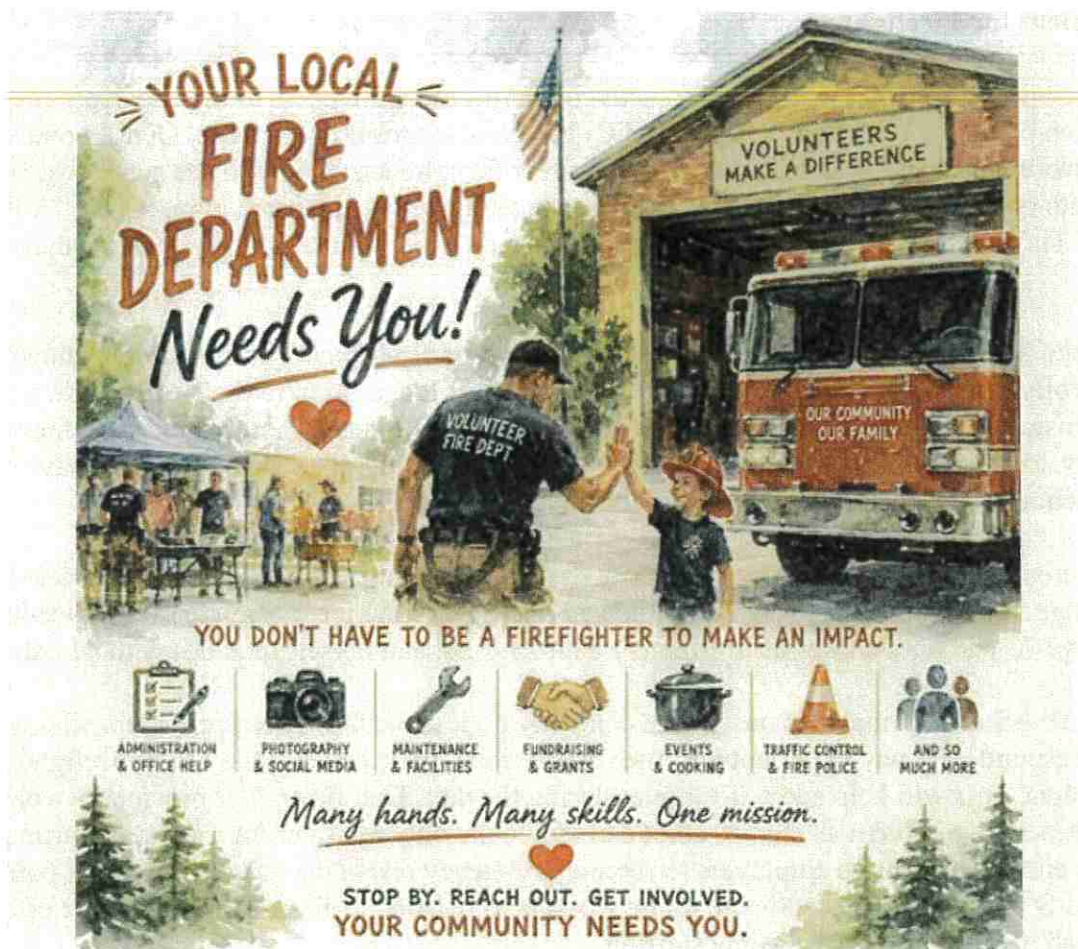
It is great to have higher numbers compared to many other departments but recruiting students and non-resident volunteers who put in station hours means it takes longer to train them to provide a competent fire response. They are also limited to only being available during the hours they are at the station. So while they are a body on the department, we must be realistic that it does not mean we have an adequate fire protection response particularly during the day.

As an example in August the top four and only day time responders we have in Nevada involve Fred Malven (age 78) with 69 calls, Ray Beaty (age 72 and not an interior firefighter) with 74 calls, Doug Burton (age 73 and not an interior firefighter) with 28 calls, and myself (age 60) with 41 calls.

Recently Mid-States Companies put forth a company policy to allow their firefighters who work at Mid-States to respond with pay to community fires and serious emergencies. One of my firefighters took a job at Mid-States. This will help add a firefighter during the day. That firefighter previously worked in Story City. This is a city problem as the fire chief can not be the only recruiter for the fire department. The city should be encouraging large employers to recruit emergency responders as well as adopt policies similar to the Mid-States Companies policy to allow workers to respond to fires. This aggressive effort is the only way to head off hiring future full-time staffing.



While firefighting is our primary need, the department also seeks support staff to help with supporting a fire scene as a rehab technician.



ISO inspection

The ISO community fire protection classification inspection occurred August 18th. We were rated an ISO 3, which is the best our community can achieve unless we were to have full-time station staffing. One area we can improve as a fire department is to bring back annual pump certification tests and 5-year ladder inspections. We had completed them nearly 10 years ago but the cost was too high at the time and the annual inspections were cut to save budget money. We lost a significant number of points towards class 3 ISO because of this. The engine and ladder truck pumps were certified this year and we have non-destructive ladder testing in September. Once we get our second annual pump certification ISO will fast track another community inspection and likely move us back to ISO 3 if we drop to a 4 this year.

Insurance rates are mostly set by a community's ISO rating. Each classification higher between ISO 1 and ISO 10 adds approximately \$200 to insurance premiums. However, it is one factor in determining property insurance rates. Previous disasters and claims also add to the estimated insurance rate for citizens.

It was a very intensive and all-day review of the fire department equipment, training, policies, maintenance, city water distribution, and dispatch notification processes. Auto-aid, incoming department staffing, and hydrant testing all account toward our ISO rating.



Nevada Streets Report

- ❖ Patching
- ❖ City locates
- ❖ Assisting other Dept
- ❖ Regular maintenance of vehicles
- ❖ I and I inspection to start 9-14-26
- ❖ Preparing for the new debris site
- ❖ Sweeping
- ❖ New vehicle lift installed
- ❖ Storm sewer work
- ❖ Patching planned for south of the High school moved to the week of the 9-21-26



September 11, 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
 - Kickoff of Harrington Park Capital Campaign.
 - Staff meeting to discuss fall goals and budget considerations for 27-28 budget year.
 - CIRL Scheduling of Football and Volleyball. (49 VB and 59 FB)
 - CIRL Fall Sports Meetings
 - Installation of permanent garbage cans at Hattery Park and Rotary Shelter.
 - Yearly fertilizer application on athletic fields.
 - Met with Story County Conservation regarding trails, trail connections, and signage.
 - Kickoff of Fall Sports.
- Items Currently Working On/Gathering Information
 - Barktober: Dog Park fundraiser at the Sports Bowl on October 3.
 - CIP and Equipment Revolving Budgets.
 - Finalizing Oak Park Estates Trail project.
 - Paula's Pedals – local initiative to promote cycling, bike safety, and trail development.
 - Sponsored Open Swims
 - Replacement of bridge decking on trail loop bridge.
 - Improvement of Field House communication regarding passes and usage.
 - 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 demolition and installation.
 - Purchase of fence posts and fencing between cemetery and Key Coop.
 - 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.

Memo

To: City Council
From: Mike Sauer, Zoning Supervisor
CC: Jordan Cook
Date: 09/14/26
Re: General Information

1. I will be taking a floodplain management seminar Tuesday, September 14 per state requirement
2. Sierra heights has footings almost done, groundwork for plumbing 50% complete, and concrete slabs to be poured soon.
3. Yard and tree nuisances continue to be sent out.
4. N avenue street project progressing in phase 2, phase 1 continuing with subbase
5. P&Z meeting to approve Hy-vee conversion

If you have any questions please contact me at work, 382-5466, or at home 382-8703, prior to Monday night's meeting.



NEVADA PUBLIC SAFETY DEPARTMENT

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



Chris Brandes
Public Safety Director
Chief of Police

Date: Tuesday, August 25, 2026

Brian Hanson
1017 Cherokee St.
Nevada, Iowa 50201
Email: brian@vandhagservices.com
Cell: 515-291-3719

RE: Block Party Street Closure Cherokee Street on Saturday, September 19, 2026

Dear Brian:

I received your email dated August 21, 2026, in reference a road closure in front of your residence. You provided me follow up details on August 24, 2026 reference the closure. You are requesting a street closure for a block party directly in front of your residence of 1017 Cherokee Street. The closure will be east of Osage Road and continue until the driveways just east of your residence. The only residence with restricted access will be your residence. The closure time will begin at 3:00PM and end at 10:00PM. This closure will support a gathering of people at your residence and is meant to ensure the safety of the attendees. You have stated communicating your intent to all neighbors affected without any concerns expressed.

Your request for this event is approved

As part of the event, you have requested to allow parking on the east side of Osage Drive. The parking request would be from the driveway to the 1018 Apache Street residence to the dead end of Osage Drive. The parking request would be from 3:00PM to 10:00PM. You have stated you would ensure the fire hydrant located at Osage Drive and Cherokee Street is not obstructed.

Your request for parking is approved

You have stated you would use barricades and cones to block the roadway. While you are not required to use the City of Nevada equipment, should you require equipment, such as street barricades, cones, or any device in assisting you to close the roadway these arrangements will need to be made with City of Nevada Streets Superintendent Joe Mousel. There are rental fees and deposits associated with the use of City equipment. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements with Mr. Mousel.

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

Should you have questions or concerns please contact the Nevada Public Safety Department. I wish you great success with this event. I hope the weather cooperates! This letter should suffice if any questions arise.

Respectfully,

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

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



NEVADA 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: Wednesday, September 9, 2026

Jalene Hornbuckle
304 J Avenue
Nevada, IA 50201
jalenelmh@gmail.com

RE: Block Party Street Closure of 3rd Street on Sunday, October 4th, 2026

Dear Jalene:

I am in receipt of your email dated Thursday, September 3, 2026. The email requested to close the 900 block of 3rd Street on Sunday, October 4th for a community block party. This event would take place from 5:00PM to 7:00PM. In order to facilitate the set up and take down of the block party, the closure request is from 4:00PM to 8:00PM. The closure will be at the north side of I Avenue and the south side of J Avenue. This will leave both I Avenue and J Avenue open for traffic.

Your road closure request is approved

You must allow access to emergency vehicles. You must clearly establish the road closure with a barrier. In this case, you have stated using wood barricades. While you are not required to use the City of Nevada equipment, should you require equipment, such as street barricades, cones, or any device in assisting you to close the roadway these arrangements will need to be made with City of Nevada Streets Superintendent Joe Mousel. There are rental fees and deposits associated with the use of City equipment. Mr. Mousel can be reached Monday-Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. It is your responsibility to make these arrangements with Mr. Mousel.

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

Should you have questions or concerns please contact the Nevada Public Safety Department. I wish you great success with this event. I hope the weather cooperates! This letter should suffice if any questions arise.

Respectfully,

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

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