

**RESOLUTION NO. 081 (2025/2026)**

**A RESOLUTION APPROVING AN EXTENSION OF THE AGREEMENT WITH SAFE BUILDING SERVICES FOR INSPECTIONS AND PLAN REVIEWS**

WHEREAS, the City of Nevada previously approved Resolution No. 028 (2025/2026) authorizing an agreement with Safe Building Services for plan review and inspection services; and

WHEREAS, the City and Safe Building Services desire to continue said services under a new agreement dated in 2026, which outlines the same general scope of services as outlined in Schedule A – Services, and compensation structure as outlined in Schedule B – Fee Schedule; and

WHEREAS, the Nevada City Council finds it to be in the best interest of the City to extend and continue the services provided by Safe Building Services under the updated agreement; and

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

- The extension and updated Agreement with Safe Building Services for inspection and plan review services is hereby approved.
- The fee schedule as outlined in the updated agreement shall continue to be adopted and passed through as applicable.
- The Mayor and/or City Clerk are hereby authorized to execute the extension agreement and any related documents on behalf of the City.

Passed and approved this 11th day of May, 2026.

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

ATTEST:

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



This Services Agreement ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "**Effective Date**") by and between Safe Building ("**Contractor**") and \_\_\_\_\_ ("**Client**").

1. **Services to be Provided.** The Contractor shall provide those services detailed in **Schedule A**, attached hereto and incorporated herein by reference (hereinafter referred to as the "**Services**").

2. **Compensation.** In consideration of Contractor's Services hereunder, Client shall pay Contractor the fees outlined in **Schedule B**, attached hereto and incorporated herein by reference. Schedule B may be revised by Contractor unilaterally every twelve (12) months by providing city with sixty (60) days prior written notice of the new fee schedule. All payments under the Agreement shall be due upon receipt of Contractor's invoice and payable no later than thirty (30) days from the date of the invoice. Contractor reserves the right to cease providing Services at any time due to city's failure to make timely payment.

In the event city fails to pay any invoice in a timely manner and Contractor takes action to collect such amounts, city shall be responsible for all costs and fees, including legal fees, Contractor incurred in enforcing this Agreement.

3. **Term and Termination.** This Agreement will begin on the Effective Date of the signed agreement by both parties and shall continue until either party notifies the other party of the termination of this agreement, which may be terminated by either party with or without cause by giving the other party thirty (30) days prior written notice. Updates to this agreement can be proposed by either party at any time and a new agreement would only become effective upon both parties entering a new signed agreement, which will terminate previous agreements of this type.

4. **Relationship of the Parties.** The parties hereto are independent contractors. This Agreement does not constitute and shall not be construed in any manner so as to create between these parties a joint venture, employment relationship, agency agreement, partnership or any other relationship other than that of independent contractors, except the Contractor shall be treated as Building Official, Electrical Code Official, Plumbing Code Official, Mechanical Code Official and Fire Code Official or other applicable official for the city for the purposes of code enforcement as set out by the International Code Council.

5. **Responsibility, Indemnification and Limitation of Liability.** The Contractor makes no warranty relating to any city provided materials and does not warrant any action or inaction by city and has no responsibility, therefore. Contractor makes no representations regarding the accuracy of city provided materials which are and remain the exclusive responsibility of the city.



The Contractor will hold Commercial General Liability and Workers Compensation for the city that will save the city harmless from any and all claims, settlements and judgements, to include reasonable investigative fees, attorney fees, suit and court costs for personal injury, property damage, and/or death or damages arising out of Safe Building or their employee's negligent acts and errors or omissions for services rendered.

6. **Miscellaneous Provisions.** This Agreement may not be assigned by either party without the express written consent of the other party. This Agreement is for the benefit of the parties hereto and there shall be no third-party beneficiary. This Agreement may not be amended unless done so in writing, signed by both parties, and approved by the City Council; provided however, Schedule B may be amended by Contractor as provided for in Section 2. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

**\*\*Service Agreement is valid for 30 days once signed by both parties.  
After 30 days the agreement needs to be revisited.**

**SAFE BUILDING LLC**

**CITY OF NEVADA**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Title:**

**Title:**

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_



### **SCHEDULE A – Services**

The services to be provided under this Agreement include electrical inspections for commercial and residential projects that have been permitted by the City. As part of this services Contractor will:

1. Act as point of contact for City staff.
2. Provide an experienced inspector for electrical inspections.
3. Answer any questions the contractors might have about electrical codes.
4. Provide the City with results of inspections for city records.

### **SCHEDULE B – Fee Schedule**

<b>Type of Inspection – Electrical</b>	<b>Fee</b>
Temporary Power	\$125
Electrical Service	\$125
Rough-In	\$125
Final	\$125



**SCHEDULE C - FROM THE ADMINISTRATION SECTION OF THE 2015  
INTERNATIONAL CODES**

**104.8 Liability.** The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

**104.8.1 Legal defense** Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for

Item # 4.I  
Date: 11/24/25

**RESOLUTION NO. 028 (2025/2026)**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
SAFE BUILDING SERVICES FOR INSPECTIONS AND PLAN REVIEWS**

WHEREAS, the City of Nevada ("City") desires to enter into an agreement with Safe Building Services, ("Safe Building") for Permitted Plan Review and Inspection Services and Unpermitted Services as described in Schedule A (attached); and

WHEREAS, the City was allowed a grace period to allow staff to become certified to inspect and that time has expired; and

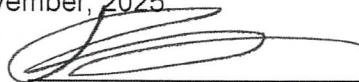
WHEREAS, the Nevada City Council believes it is the best interest of the City to enter into an agreement with Safe Building Services, as shown in Exhibit A attached, to handle permitted plan review and inspection services and unpermitted services as outlined in the agreement; and

WHEREAS, the Nevada City Council adopts the Schedule B in the agreement as those charges will be passed on to the residents; and

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

- Approves the Safe Building Services Agreement, per the attached Exhibit A and adopt the schedule of fees listed in the agreement, Schedule B, Fee Schedule.
- Authorizes the Mayor and/or City Clerk to sign the Agreement and any other documents necessary to continue the license as long as necessary on behalf of the City.

Passed and approved this 24th day of November, 2025



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

ATTEST:

  
\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member Dane Neelson, seconded by Council Member Jason Sampson, that Resolution No. 028 (2025/2026) be adopted.

AYES: Neelson, Sampson, Skaggs, Ehrig, Corbin  
NAYS: None  
ABSENT: Spence

The Mayor declared Resolution No. 028 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 028 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 24th day of November, 2025.

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Kerin Wright, City Clerk

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## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into this 3rd day of Nov., 2025 (the "Effective Date") by and between Safe Building ("Contractor") and City of Nevada ("Client").

1. **Services to be Provided.** The Contractor shall provide those services detailed in **Schedule A**, attached hereto and incorporated herein by reference (hereinafter referred to as the "Services").

2. **Compensation.** In consideration of Contractor's Services hereunder, Client shall pay Contractor the fees outlined in **Schedule B**, attached hereto and incorporated herein by reference. Schedule B may be revised by Contractor unilaterally every twelve (12) months by providing city with sixty (60) days prior written notice of the new fee schedule. All payments under the Agreement shall be due upon receipt of Contractor's invoice and payable no later than thirty (30) days from the date of the invoice. Contractor reserves the right to cease providing Services at any time due to city's failure to make timely payment.

In the event city fails to pay any invoice in a timely manner and Contractor takes action to collect such amounts, city shall be responsible for all costs and fees, including legal fees, Contractor incurred in enforcing this Agreement.

3. **Term and Termination.** This Agreement will begin on the Effective Date of the signed agreement by both parties and shall continue until either party notifies the other party of the termination of this agreement, which may be terminated by either party with or without cause by giving the other party thirty (30) days prior written notice. Updates to this agreement can be proposed by either party at any time and a new agreement would only become effective upon both parties entering a new signed agreement, which will terminate previous agreements of this type.

4. **Relationship of the Parties.** The parties hereto are independent contractors. This Agreement does not constitute and shall not be construed in any manner so as to create between these parties a joint venture, employment relationship, agency agreement, partnership or any other relationship other than that of independent contractors, except the Contractor shall be treated as Building Official, Electrical Code Official, Plumbing Code Official, Mechanical Code Official and Fire Code Official or other applicable official for the city for the purposes of code enforcement as set out by the International Code Council.

5. **Responsibility, Indemnification and Limitation of Liability.** The Contractor makes no warranty relating to any city provided materials and does not warrant any action or inaction by city and has no responsibility, therefore. Contractor makes no representations regarding the accuracy of city provided materials which are and remain the exclusive responsibility of the city.



The Contractor will hold Commercial General Liability and Workers Compensation for the city that will save the city harmless from any and all claims, settlements and judgements, to include reasonable investigative fees, attorney fees, suit and court costs for personal injury, property damage, and/or death or damages arising out of Safe Building or their employee's negligent acts and errors or omissions for services rendered.

6. **Miscellaneous Provisions.** This Agreement may not be assigned by either party without the express written consent of the other party. This Agreement is for the benefit of the parties hereto and there shall be no third-party beneficiary. This Agreement may not be amended unless done so in writing, signed by both parties, and approved by the City Council; provided however, Schedule B may be amended by Contractor as provided for in Section 2. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

**SAFE BUILDING LLC**

**CITY OF NEVADA**

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

By: Jordan Cook

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

Title: City Administrator

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

Date: Nov. 3, 2025



## SCHEDULE A – Services

### **Permitted Plan Review and Inspection Services:**

The Services to be provided under this Agreement include, but are not limited to Building, Electrical, Mechanical, Plumbing, Fire, and \*Zoning Code Enforcement based on the city's most recently adopted International Code Council Codes, the National Electrical Code, and the city's Code of Ordinances.

- Review building permits, plans, and other construction documents for residential and commercial projects.
- Review and approve trade permits.
- Provide owners, contractors, and city with plan review notes with approved building permits upon completion of plan review.
- Conduct required inspections throughout project until construction is finished, and project is complete. Safe Building is responsible for all work inside the lot line. Exceptions to this are inspections of sewer/water/storm, sidewalk, and approach. We will also verify sod/seed is established prior to new construction being closed.
- Provide city with documentation of completion of projects.
- Field questions throughout review and inspection process.
- Site and street cleanliness during construction.

### **Unpermitted Services – Building Nuisance, Work Without a Permit:**

Inspections, reports, and consulting for nuisance properties provided to the city based on the current adopted International Property Maintenance Code, Dangerous Buildings chapter 145 in the city ordinances, and/or any applicable city or state codes can be completed at city's request at any time. The following items are covered during the nuisance process:

- Investigation/inspection documentation.
- Report of findings complete with pictures and code/ordinance references.
- Collaboration with city, city attorney and other team members to prepare necessary legal paperwork.
- Follow up consulting, court preparation and appearances and other work related to court.

\* Zoning is a joint effort between Safe Building, city personnel and city engineering.



## SCHEDULE B – Fee Schedule

### Permitted Plan Review and Inspection Services:

TOTAL VALUATION	PERMIT FEE	SB FEE
\$1 to \$500	\$100	100%
\$501 to \$2,000	\$100 for the first \$500 plus \$2.75 for each additional \$100 or fraction thereof, to and including \$2000	100%
\$2,001 to \$25,000	\$150 for the first \$2,000 plus \$12.50 for each additional \$1000 or fraction thereof, to and including \$25,000	100%
\$25,001 to \$50,000	\$352 for the first \$25,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$50,000	75%
\$50,001 to \$100,000	\$580 for the first \$50,000 plus \$6.25 for each additional \$1,000, or fraction thereof, to and including \$100,000	75%
\$100,001 to \$500,000	\$895 for the first \$100,000 plus \$5 for each additional \$1000 or fraction thereof, to and including \$500,000	70%
\$500,001 to \$1,000,000	\$2,855 for the first \$500,000 plus \$4.25 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	70%
\$1,000,001 +	\$4,955 for the first \$1,000,000 plus \$2.75 for each additional \$1,000, or fraction thereof	70%
New Trade permit	\$100 per trade permit: Temp Electrical, Electrical, Mechanical, & Plumbing	100%
Commercial Plan Review	65% of permit fee	100%
Temporary Certificate of Occupancy	\$250	100%

When plans, engineering calculations or specifications are necessary, a plan check fee is required equal to 65% of the permit fee. Generally, this plan check fee is waived for conventional one, two and three-family residential projects. All other projects normally require the plan check fee in addition to the regular permit fees. Safe Building retains 100% of the plan check fee.

### Inspection services for existing permits permitted by the city:

INSPECTION/PERMIT	SAFE BUILDING FEE
Footings, Foundations, Groundworks	\$100
Rough-in- Framing, Electrical, Plumbing, Mechanical	\$100
Final (ready for Certificate of Occupancy or final)	\$150



**Unpermitted- Building Nuisance and Work Without a Permit:**

For all other non-permitted services:

Hourly: \$100  
Mileage: \$100 trip charge  
Expenses: Actual cost (receipts provided)