

**RESOLUTION NO. 097 (2025/2026)**

**A RESOLUTION TO APPROVE PROPERTY LEASE AGREEMENT FOR  
UNDERBRIDGE ACCESS TRUCK**

WHEREAS, the City is working with WHKS for professional services relating to 2026 NBI Bridge Inspection; and

WHEREAS, proper inspection for the bridge located on 6<sup>th</sup> Street over W Br Indian Creek requires the use of a snooper truck, also referred to as an under-bridge inspection vehicle; and

WHEREAS, the City of Nevada, Iowa desires to enter into a property lease agreement with Iowa Department of Transportation for the lease of Underbridge Access Truck as outlined in the attached property lease agreement; and

WHEREAS, the lease payment to be made under the Property Lease Agreement is estimated at \$731.80, with the final cost totaling actual hours worked; and

WHEREAS, the City Council has examined the same and found the agreement to be in the best interest of the City, and that the same should be approved and accepted; and

NOW, THEREFORE, be it resolved by the City Council of Nevada, Iowa that the Property Lease Agreement for Underbridge Access Truck Lease Agreement attached hereto is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same and disperse funds.

Passed and approved June 8, 2025.

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

Attest:

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

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 097 (2025/2026) be adopted.

AYES:            \_\_

NAYS:            \_\_

ABSENT:         \_\_

The Mayor declared Resolution No. 097 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 097 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 8<sup>th</sup> day of June, 2026.

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Kerin Wright, City Clerk



[www.iowadot.gov](http://www.iowadot.gov)

**Office of Bridges & Structures/Highway Division** 800 Lincoln Way, Ames, IA 50010  
Phone: 515-233-7725 Fax: 515-239-1978 Email: [david.bare@iowadot.us](mailto:david.bare@iowadot.us)

June 2, 2026

Jordan Cook  
City Administrator  
City of Nevada  
1209 6<sup>th</sup> St.  
Nevada, IA 50201

Enclosed is the lease agreement that needs to be signed and returned to us by mail before the first scheduled workday of June 29, 2026.

Please note I have estimated 3 hrs of working and traveling for the Under-Bridge Inspection Vehicle.

The total price I have used (\$731.80) is an estimate. The actual price will be finalized after the project has been completed using the actual hours worked.

The lease agreement contains a requirement that all individuals working with the Under-Bridge Access Equipment must verify they have had fall protection training according to the OSHA regulations specified in the agreement.

If you have any questions, please feel free to contact me at 515-509-3981.

## PROPERTY LEASE AGREEMENT For UNDERBRIDGE ACCESS TRUCK

Lessee: City of Nevada

Address: 1209 6th St., Nevada, Iowa, 50201

Contact Person/Title: Jordan Cook/City Administrator Phone No. 515-382-5466

Requested From Office of Bridges and Structures

Contact Person: David Bare Phone No. 515-233-7725

List property, intended use, assigned location, and equipment number(s): Under-Bridge Inspection Vehicle A-30506 truck, B-35979 mounted unit, located in Ames. Equipment is being used to access bridges owned by the City of Nevada.

Condition: Good

DOT operator(s) are required. Date requested from: June 29, 2026 to: \_\_\_\_\_

Recommended: Micheal Todsens Date: June 2, 2026  
Office Director or  
Bridge Maintenance Engineer

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Estimated lease fee based on requested usage:

		Units		Unit Costs			Subtotal
Property	Under-Bridge Inspection Vehicle	<u>3 hrs</u>	x	<u>125.00</u>		=	<u>375.00</u>
Personnel	Truck Operator	<u>3 hrs</u>	x(	<u>29.60</u> <small>Hourly Rate</small>	x	<u>1.8033</u> <small>Additive**</small> ) =	<u>160.13</u>
Personnel	Platform Operator	<u>3hrs</u>	x(	<u>36.37</u> <small>Hourly Rate</small>	x	<u>1.8033</u> <small>Additive**</small> ) =	<u>196.75</u>
Misc. Expense	_____					=	_____
Misc. Expense	_____		x	_____		=	<u>0.00</u>

\* Attach additional sheets as necessary  
 \*\* Additive is published annually, usually August 1, by Office of Finance      Estimated Total \$ 731.88

## LEASE TERMS AND LESSEE LIABILITY STATEMENTS

1. The lessee, if an agency of the State, agrees to indemnify, save, and hold harmless the Iowa Department of Transportation from liability for any personal injury, death, or property damage of any kind or nature which may arise out of use or lease of the property.
2. The lessee, if a political subdivision of the State, its agents and employees agree to defend all claims, demands, or actions against the State, its agents and employees, and to indemnify, save, and hold harmless the State, its agents and employees from liability for any personal injury, death, or property damage of any kind or nature which may arise out of use or lease of the property.
3. The lessee, if a person or corporation completing a contract with the Department, agrees to defend all claims, demands, or actions against the State, its agents and employees, and to indemnify, save, and hold harmless the State, its agents and employees from liability for any personal injury, death, or property damage of any kind or nature which may arise out of use or lease of the property. A contractor shall be required to comply with the liability and insurance requirements of sections 1107.02 and 1107.12 of the Standard Specifications for Highway and Bridge Construction and supplements thereto.
4. Should loaned Iowa Department of Transportation employees required under the terms of this agreement as qualified operator become injured while loaned to the lessee, the lessee shall defend, indemnify, and hold harmless the Iowa Department of Transportation from any worker's compensation claims or sick leave that may arise out of said injuries.
5. The lessee agrees to be the only party authorized to use the leased property. This lease cannot be assigned to another party.
6. The lessee agrees to pick up the property and return it to the Department in good condition, allowing for wear due to normal usage during the lease period. The lessee also agrees to compensate the Department for any damage to the property during the lease period.
7. The lessee shall return the leased property to the Department on or before the day specified in the agreement or on demand by the Department.
8. The lessee promises, and shall certify, that only a qualified, licensed person shall be assigned to operate leased Department property requiring a qualified operator.
9. THE LESSEE AGREES TO ACCEPT PROPERTY AS-IS WITH NO WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. LESSEE ALSO WAIVES THE RIGHT TO ANY DAMAGES INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING OUT OF THE RENTAL AND USE OF EQUIPMENT.
10. The lessee promises, and shall certify, that all individuals working with Iowa DOT bridge inspection equipment have been trained and evaluated in accordance with applicable OSHA safety regulations. These regulations include, but are not limited to, fall protection (29 C.F.R. 1926 Subpart M), vehicle-mounted elevating and rotating work platforms (29 C.F.R. 1910.67) and operations near overhead electric power lines (29 C.F.R. 1910.333). The lessee is solely responsible for implementing the applicable OSHA safety regulations during the terms of this property lease agreement. The lessee shall provide all necessary fall protection equipment.

As an authorized representative \_\_\_\_\_ City of Nevada \_\_\_\_\_, I agree to lease the property and operator  
for \_\_\_\_\_ from \_\_\_\_\_

the Iowa Department of Transportation as stated on the reverse side and will return the property to the location where it was obtained on or before the return date listed. I also agree to the Lease Terms and Lessee Liability Statements above. I understand that final billing will be calculated on actual usage based on the stated unit costs and that the estimated total fee is subject to change. Alternatively, an equivalent exchange of benefits, for example, county employee labor in exchange for use of Department equipment, may be agreed upon and documented.

Lessee's Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Iowa Department of Transportation \_\_\_\_\_ Date \_\_\_\_\_

Office Director or Bridge Maintenance Engineer

Date Returned June 29, 2026 Condition Good

Final Fee:

	Units	Unit Costs	Subtotal
Property <u>Under-bridge Inspection Vehicle</u>	_____	x <u>125.00</u>	= <u>0.00</u>
Personnel <u>Truck Operator</u>	_____	x ( <u>29.60</u> x <u>1.8033</u> )	= <u>0.00</u>
		Hourly Rate      Additive*	
Personnel <u>Platform Operator</u>	_____	x <u>36.37</u> x <u>1.8033</u> )	= <u>0.00</u>
		Hourly Rate      Additive*	
Misc. Expense _____			= _____
Misc. Expense _____	x _____		= <u>0.00</u>
		<b>Total \$</b>	<u>0.00</u>

\* Additive is published annually, usually August 1, by Office of Finance

Prepared by \_\_\_\_\_

Date \_\_\_\_\_