

**CITY OF STORM LAKE  
REGULAR COUNCIL SESSION MEETING  
CITY HALL - COUNCIL CHAMBERS  
JULY 6, 2026  
5:00 PM**



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**AGENDA**

**Access to the official meeting can also be done through the following ways:**

**BY TELEPHONE**

Dial: 1-312-626-6799 or toll-free 1-888 475-4499

Zoom Meeting ID: 933 2006 3301

**BY COMPUTER:**

<https://zoom.us/j/93320063301>

**Open the Meeting**

- **Call to Order**
- **Pledge of Allegiance**
- **Proclamation**

**A. Consideration of Changes in Agenda and Setting the Agenda**

**B. Disclosure by City Council Members**

**C. Hear the Public**

**D. Consent Agenda**

**1. Consent Agenda**

- a. Buy Local Information
- b. City Code Enforcement Summary
- c. Motion To Approve Step Up And Run Half Marathon And 5K Event
- d. Motion To Approve BVU Welcome Week And Move In/Out requests 2026.2027
- e. Motion To Approve The FY2027 Witter Gallery Grant Agreement
- f. Motion To Approve The FY2027 Upper Des Moines Grant Agreement
- g. Motion To Approve The FY2027 Imagine The Possibilities Grant Agreement

**E. Unfinished Business**

**F. New Business**

- 1. Motion To Approve Noise Variance Request 316 Ontario Street
- 2. Motion To Approve Kiwanis Beavers Bike Ride Request
- 3. Motion to Approve a Temporary Street Closure of the 500 Block of Lake Avenue for the Ridiculous Days Farmers' Market.
- 4. Ordinance No. 01-O-2026-2027 Proposed Vacation Of A Portion Of East 2nd Street. 2nd Reading
- 5. Resolution No. 01-R-2026-2027 Fixing A Date For A Public Hearing On The Proposal To Convey A Portion Of East 2nd Street, And Providing For Publication Of Notice

6. Public Hearing For Ordinance Amending City Code Increasing Property Maintenance Penalties.
7. Ordinance No. 02-O-2026-2027 Amending City Code Increasing Property Maintenance Penalties. - 1st Reading
8. Resolution No. 02-R-2026-2027 Approving Pay Application No. 13 for the Storm Lake Well No. 22 Project
9. Resolution No. 03-R-02026-2027 Approving Change Order No. 6 for the Storm Lake Well No.22 Project
10. Resolution No. 04-R-2026-2027 Approving Pay Application No. 14 for the Storm Lake Well No. 22 Project - Final
11. Motion to Approve Notice of Acceptability for Well No. 22 Project
12. Resolution No. 05-R-2026-2027 Stating the Substantial Completion of the Well No. 22 Project for the City of Storm Lake, Iowa
13. Public Hearing for 2026 Storm Lake Well No. 23 Project
14. Resolution No. 06-R-226-2027 Accepting Bids and Authorizing the Award of Contract for the Construction of Well No. 23 for the City of Storm Lake, Iowa
15. Resolution No. 07-R-2026-2027 Approving Pay Application No. 20 for the Storm Lake Water Tower No. 5 Project - Final
16. Motion to Approve Professional Services Agreement for the Water Treatment Plant
17. Resolution No. 08-R-2026-2027 Annually Designating The Official Location For Posting Public Meeting Notices
18. Appeal Hearings for Declaration of Vicious Animal
19. City Council Requested Items / City Council Updates

## **G. Adjourn**

### **Meeting Protocol**

If you wish to speak today, please:

1. To speak on an agenda item, please approach the podium when that agenda item is called, and upon recognition by the Mayor, identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda, please approach the podium under the "Hear the Public" agenda item, and upon recognition by the Mayor, identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting, including but not limited to translation services, hearing assistance, or accessibility, please contact the City Clerk at least four (4) hours prior to the start of the meeting.

\*If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.

\*\*Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.

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## Staff Summary

7/6/2026

Agenda Item # D.1.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** **Consent Agenda**

**BACKGROUND:** The Consent Agenda Includes:

- Approve List of Bills
- Approve King's Pointe And Sunrise Pointe Golf Course Disbursements
- Approve June 15, 2026, City Council Minutes
- Approve Renewal Liquor Licenses For Valentina's Meat Market And Hy-Vee Fast & Fresh
- Approve Renewal Tobacco Licenses For Hy-Vee Fast & Fresh,
- Approve Renewal Tobacco Device Permit For R Smoke Plus (Carroll's Tobacco Outlet Plus LLC)
- Motion To Appoint Amanda Goodenow to BOA Board - Renewal Application - 5 year term
- Motion To Appoint Kevin McKinney to Civil Service Board - New Application - 4 year term
- Motion to Approve Step Up And Run Half Marathon And 5K Event
- Motion To Approve BVU Welcome Week And Move In/Out Requests 2026.2027
- Motion To Approve The FY2027 Witter Gallery Grant Agreement
- Motion To Approve The FY2027 Upper Des Moines Grant Agreement
- Motion To Approve The FY 2027 Imagine The Possibilities Grant Agreement
- Approve Buy Local Information
- Approve City Code Enforcement Update

**FISCAL IMPACT:** City Will Pay The Following Expenditures:

- List of Bills: \$944,553.03
- King's Pointe & Sunrise Pointe Golf Course Bills: \$476,132.98

**RECOMMENDATION:**

**ATTACHMENTS:**

1. 7/6/2026 City Claims Expense Report
2. 7/6/2026 King's Pointe Claims 6.12.2026 to 7.2.2026
3. 06/15/2026 City Council Minutes
4. Amanda Goodenow BOA Board - Renewal Application
5. Kevin McKinney - Civil Service Board - New Application
6. Hy-Vee Fast & Fresh Liquor Application 2026pdf
7. Valentinas Meat Market Liquor Application 2026
8. R Smoke Plus Tobacco Device 2026 Application
9. Hy-Vee Fast & Fresh Tobacco 2026 Application

| Vendor Name                             | Vendor Number | Payable Description                  | Total Payments |
|-----------------------------------------|---------------|--------------------------------------|----------------|
| <b>BVC</b>                              |               |                                      |                |
| Alta Implement Company, Inc             | 001288        | Filters                              | 259.08         |
| Buena Vista County Solid Waste          | 001035        | 1st Qtr FY2027 Assessment            | 98,664.59      |
| Mike's Electronics Inc                  | 001196        | Polishing Pump                       | 1,351.46       |
| Storm Lake Garage Door Service, LLC     | 002067        | Service Call                         | 125.00         |
|                                         |               | <b>BVC Total:</b>                    | 100,400.13     |
| <b>Contract/Agreement</b>               |               |                                      |                |
| Bolton & Menk, Inc                      | 001024        | Professional Services                | 30,721.00      |
| Hydro-Klean, LLC                        | 002062        | Pay Application No 1 of Grand Avenue | 10,142.00      |
| I & S Group, Inc                        | 001103        | Professional Services                | 3,825.00       |
| King Contracting, LLC                   | 001066        | Pay #15 of HMA LS Project            | 126,951.96     |
| Local Government Professionals Services | 001346        | Grant Services- Well #22             | 11,000.00      |
| SCE, LLC                                | 001344        | Water Main Break                     | 4,988.37       |
|                                         |               | <b>Contract/Agreement Total:</b>     | 187,628.33     |
| <b>Local</b>                            |               |                                      |                |
| A & A Automotive                        | 001022        | P13 - Brakes                         | 1,743.09       |
| Alliant Energy                          | 001173        | Gas Services                         | 2,366.69       |
| Arnold Motor Supply, LLP                | 001007        | Supplies                             | 440.80         |
| Bomgaars Supply, Inc                    | 001151        | Supplies                             | 5,717.04       |
| Edwards Storm Lake                      | 001114        | 2024 Tahoe - Service                 | 76.58          |
| Fareway Stores, Inc                     | 001535        | YumVee Supplies                      | 221.31         |
| King's Pointe Resort                    | 001110        | May 2026 Cottage Services            | 3,186.95       |
| Larson Oil & Distributing Co, Inc       | 001178        | Propane                              | 122.82         |
| Long Lines                              | 001077        | Fax Line & Emergency Line Service    | 1,393.64       |
| Marcus Lumber Company Corp              | 002011        | Tools/Supplies                       | 117.21         |
| MidAmerican Energy Company              | 001074        | 91230-94002 Electric Services        | 61,490.08      |
| North Lake Truck Repair                 | 001177        | DEF Inspection                       | 1,145.42       |
| Plumbing & Heating Wholesale, Inc       | 001126        | Toilet Parts                         | 563.33         |
| Qwest Corporation                       | 001070        | Phone Service                        | 284.86         |
| Rebnord Technologies, Inc               | 001091        | Extreme Annual Renewal               | 50,623.25      |
| Rent-All, Inc                           | 001210        | Screed                               | 135.81         |
| Smith Concrete Service Inc              | 001134        | Concrete                             | 3,737.50       |
| Stanton Electric, Inc                   | 001264        | Golf Course - Trouble Shoot Fountain | 319.97         |
| Storm City Auto Parts, Inc              | 001501        | Battery                              | 375.69         |
| Storm Lake Ace Hardware                 | 001216        | Supplies                             | 1,889.97       |
| Thermo King of Sioux Falls              | 001502        | Service/DOT Inspection               | 1,527.27       |
| Vetter Equipment                        | 001098        | Filters                              | 106.88         |
| Wiese Plumbing & Heating, Inc           | 001302        | Backflows                            | 9,767.46       |
|                                         |               | <b>Local Total:</b>                  | 147,353.62     |
| <b>Non-Local</b>                        |               |                                      |                |
| ABC Pest Control, Inc                   | 001078        | Pest Control Services                | 238.88         |
| Ace Sign Displays                       | 001808        | Snack Shack Sign Repair              | 120.00         |
| Ahlers & Cooney, P.C.                   | 001023        | Professional Services                | 8,504.10       |
| Alpha Wireless Communications           | 001105        | On Site Programming                  | 3,249.00       |
| Aquatic Ecosystem Consultants, LLC      | 002156        | Lake Management Program - 2026       | 3,500.00       |
| Aquatic Informatics Inc                 | 002305        | WIMS Online Standard SCADA Interface | 8,641.34       |
| Blue to Gold, LLC                       | 001931        | Advanced Search & Seizure            | 699.00         |
| Brodart Co.                             | 001009        | Books                                | 39.47          |
| Central Iowa Distributing, Inc          | 001026        | Cleaning Supplies                    | 1,396.00       |
| Civic Plus                              | 001706        | Annual Subscription                  | 19,730.46      |
| Collection Services Center              | 001039        | Child Support payments               | 91.49          |

## My Buy Local\_v1

| Vendor Name                              | Vendor Number | Payable Description                      | Total Payments |
|------------------------------------------|---------------|------------------------------------------|----------------|
| Core & Main LP                           | 002000        | Testing Supplies                         | 1,204.00       |
| CTK Group LLC                            | 002010        | Training                                 | 550.00         |
| Digital Ally Inc                         | 001394        | Data Transfer                            | 6,136.00       |
| Donald P. Diehl                          | 001015        | FY2027 Lease & Seeding                   | 1,005.00       |
| Dorsey & Whitney LLP                     | 001954        | Labor Relations                          | 3,747.00       |
| Ed M. Feld Equipment Company, Inc        | 001031        | Supplies                                 | 69.00          |
| EFTPS                                    | 001045        | Federal withholding taxes                | 41,216.36      |
| Electronic Engineering                   | 001290        | Pagers/Programming                       | 3,008.73       |
| EMC Insurance Company                    | 001762        | Claim #AA60-Z01910873 Deductible         | 1,561.00       |
| Empower/Mass Mutual                      | 001047        | 457 plan withholding                     | 675.00         |
| Engel Agri-Sales, Co                     | 001366        | Belts                                    | 221.98         |
| Fast Lane Motor Parts LLC                | 001518        | Wash/Wax Products                        | 122.50         |
| Foundation Analytical Laboratory, Inc    | 001100        | Testing Services                         | 2,952.25       |
| Fremarek, Inc                            | 002394        | Degreaser                                | 6,317.02       |
| Hach Company                             | 001034        | Testing Supplies                         | 1,025.51       |
| High Threat Training Group LLC           | 002775        | Training Course                          | 895.00         |
| H-O-H Water Technology, Inc              | 001400        | Chemicals                                | 11,728.00      |
| Hotsy Equipment Company                  | 001577        | Power Washer Repair                      | 3,605.08       |
| Iowa Central Community College           | 001375        | J Segovia - Class B CDL Training         | 1,350.00       |
| Iowa City/County Management Associati    | 001363        | 2026-2027 Membership Dues - Derragon & I | 1,000.00       |
| Iowa Lakes Regional Water                | 001073        | Water Service                            | 58.26          |
| Iowa Law Enforcement Academy             | 001036        | Online Course - 2                        | 50.00          |
| Iowa League of Cities                    | 001117        | Annual Member Dues - 7/1/26-6/30/27      | 5,924.00       |
| Iowa Municipal Finance Officers Associat | 001333        | Martinez Renewal - 2026-2027             | 75.00          |
| IPERS / Iowa Public Employees            | 001042        | IPERS withholdings                       | 20,207.52      |
| James M. Sweeney & Associates, Inc       | 001101        | Background Check                         | 74.50          |
| Jane D. Standley                         | 001408        | FY2027 Lease                             | 1,000.00       |
| Kasperbauer Cleaners, Inc                | 002435        | Entrance Mat Services                    | 44.78          |
| Laurens House of Print Ltd               | 002161        | Office Supplies                          | 2,744.60       |
| Linde Inc                                | 001111        | Carbon Dioxide                           | 2,898.68       |
| Mid Country Machinery, LLC               | 002776        | ROW Mower Parts                          | 1,868.50       |
| Midwest Tape, LLC                        | 001275        | DVD                                      | 30.73          |
| Mission Square/ ICMA Retirement Trust    | 001041        | ICMA withholdings                        | 1,210.00       |
| Mississippi Lime Company                 | 001095        | Lime                                     | 44,614.19      |
| Modern Heating, Inc                      | 002531        | Commercial Service Check                 | 1,106.74       |
| MRA Custom Applications, LLC             | 001553        | Lime Hauling Services                    | 14,858.10      |
| Multi Service Technology Solutions, Inc  | 002705        | Office Supplies                          | 39.98          |
| Muni Fire/Police Retire                  | 001043        | MFPRSI withholdings                      | 23,521.28      |
| National Tactical Officers Association   | 001930        | 26-480 Registration - Bravo              | 993.00         |
| Nebraska Child Support Payment Center    | 002590        | Child Support payments                   | 625.86         |
| Northwest Iowa League of Cities          | 001118        | 2026-2027 Membership Dues                | 75.00          |
| NW Iowa Planning & Development Comn      | 001102        | FY 2027 Dues                             | 8,901.89       |
| Peter Tim Petersen                       | 001680        | 2026 Annual Site Testing                 | 600.00         |
| Piper Sandler & Co                       | 001422        | FY2025 Dissemination Agent Svc           | 2,250.00       |
| Police Records & Information Manageme    | 001994        | Webinars                                 | 547.00         |
| Salus LLC                                | 001006        | January Monthly Memberships              | 300.00         |
| SGS, LLC                                 | 002126        | Garbage Services                         | 1,207.99       |
| Siouxland Turf Products                  | 001131        | Paint                                    | 204.80         |
| Staples, Inc                             | 002735        | Office Supplies                          | 178.36         |
| STORM Combatives and Training Consult    | 002774        | Vehicle Extraction Course                | 1,398.00       |
| Thompson Electric Company                | 001829        | Simon Software                           | 2,110.00       |
| Toyne, Inc                               | 001277        | Multi Head Unit                          | 2,284.83       |
| Tracie L Erickson                        | 002773        | Dual Purpose Patrol Dog School           | 3,000.00       |
| Treasurer State of Iowa                  | 001046        | State withholding taxes                  | 5,811.48       |
| Tyler Technologies, Inc                  | 001084        | Annual Subscription                      | 41,919.69      |
| Underground Location Company             | 001194        | Locate Services                          | 91.30          |
| UPS                                      | 001121        | Shipping                                 | 72.79          |
| Utility Equipment Co                     | 001096        | Supplies/Paint                           | 3,994.39       |
| VEIT, LLC                                | 002734        | Copier Maintenance Agreement             | 228.89         |

## My Buy Local\_v1

| Vendor Name          | Vendor Number | Payable Description           | Total Payments |
|----------------------|---------------|-------------------------------|----------------|
| W. W. Grainger, Inc  | 001085        | Drain Cleaning Equipment      | 2,248.55       |
| Winona Controls, Inc | 002449        | AC Repair                     | 124.00         |
| Ziegler, Inc         | 001097        | Radiator Repair               | 20,719.06      |
|                      |               | <b>Non-Local Total:</b>       | 354,812.91     |
| Payroll/Refunds      |               |                               |                |
| AFLAC                | 001038        | Aflac withholdngs             | 757.09         |
| Saul Rosales         | 002555        | 2026 CDL Reimbursement        | 50.50          |
|                      |               | <b>Payroll/Refunds Total:</b> | 807.59         |
|                      |               | <b>Grand Total:</b>           | 791,002.58     |

# King's Pointe Resort

## Claims Publication

From 6/12/2026 to 7/2/2026

| Vendor                            | Description   | Amount      |
|-----------------------------------|---------------|-------------|
| 360 Custom Design                 | Supplies      | \$ 3,342.11 |
| A.H. Hermell Wholesale            | Supplies      |             |
| Al Portable Toilets               | Services      |             |
| A & A Automotive                  | Services      |             |
| ACCO Unlimited                    | Supplies      | \$ 7,847.48 |
| AdvantaSoft, Inc                  | Supplies      |             |
| Alliant Energy                    | Utilities     |             |
| Alpha Media                       | Advertising   |             |
| Amazon Capital Services           | Supplies      | \$ 866.64   |
| Amy Von Bank                      | Reimbursement |             |
| ASSA ABLOY Global                 | Supplies      |             |
| ATX Float LLC                     | Services      |             |
| Authnet Gateway                   | Services      | \$ 30.00    |
| Bill.com                          | Services      |             |
| Bomgaars                          | Supplies      |             |
| Buena Vista County Journal        | Advertising   |             |
| Bunkers Feed Supply, Inc          | Supplies      |             |
| BVC Env Health                    | Services      |             |
| BV County Solid Waste & Recycle   | Services      |             |
| BV Glass Co                       | Supplies      |             |
| C.W. Suter Services               | Services      |             |
| Canary Technologies corp          | Supplies      |             |
| Carey's Furniture                 | Supplies      |             |
| Central Iowa Distributing         | Supplies      |             |
| Cintas Corporation                | Supplies      |             |
| City of Storm Lake                | Utilities     |             |
| Commlog LLC                       | Supplies      |             |
| Connoisseur Media                 | Advertising   |             |
| Consolidated Hospitality Supplies | Supplies      |             |
| Copper Cottage                    | Services      |             |
| Crescent Electric Supply          | Supplies      |             |
| Culligan Ultrapure Inc            | Supplies      |             |
| Daniels Filter Service            | Supplies      | \$ 908.10   |
| Denison Drywall Contracting       | Services      | \$ 960.00   |
| DirectTV                          | Utilities     | \$ 782.10   |
| Doll Distribution                 | Beverages     | \$ 2,604.30 |
| EC Mechanical                     | Services      |             |
| ECO LAB                           | Supplies      | \$ 751.87   |
| Efficient Construction LLC        | Services      |             |
| Fastenal                          | Supplies      |             |
| Feld Fire/Security                | Services      |             |
| Fintech                           | Services      |             |

|                                    |             |               |
|------------------------------------|-------------|---------------|
| Fischer Bros LLC                   | Services    | \$ 11,001.25  |
| FM Controls, Inc                   | Services    |               |
| Foundation Analytical Lab          | Services    | \$ 60.00      |
| Frigitec Inc                       | Supplies    | \$ 1,577.49   |
| Fullsteam                          | Services    | \$ 10,350.11  |
| Global Industrial                  | Services    |               |
| Grainger                           | Supplies    |               |
| Guest Supply                       | Supplies    | \$ 4,217.10   |
| Hard Tops of Iowa                  | Supplies    |               |
| Harland Clarke                     | Supplies    |               |
| Heartland Payment System           | Services    |               |
| Horwath Laundry Machinery Co       | Services    |               |
| Hotel Effectiveness Solutions      | Services    |               |
| HyNoon Kiwanis Club                | Support     |               |
| HyVee                              | Supplies    | \$ 1,279.44   |
| Ida County Courier                 | Services    | \$ 160.00     |
| In Room Media Inc                  | Advertising |               |
| Iowa Division of Labor Boiler      | Services    |               |
| Iowa Division of Labor Elevator    | Services    |               |
| Iowa Epoxy Flooring, LLC           | Services    |               |
| Iowa Golf Association              | Membership  |               |
| Iowa Information Inc               | Services    |               |
| Iowa Travel Industry Partners      | Advertising |               |
| Jim's Sewer Service                | Services    |               |
| Johnson Brothers                   | Beverages   | \$ 2,790.20   |
| Jones Nursery                      | Supplies    |               |
| Julius Cleaners                    | Services    |               |
| K&W Electric                       | Services    |               |
| KAYL FM                            | Advertising |               |
| KCAU Siouland Proud                | Advertising | \$ 200.00     |
| Kelli's Gift Shop Suppliers        | Supplies    |               |
| King's Pointe Resort               | Services    |               |
| King's Pointe Resort Payroll- 6/12 | Payroll     | \$ 126,143.82 |
| King's Pointe Resort Payroll- 6/26 | Payroll     | \$ 139,651.97 |
| KKIA FM                            | Advertising |               |
| KTIV Television                    | Advertising | \$ 1,395.33   |
| Kwik Trip Inc                      | Supplies    |               |
| Lamar Companies                    | Services    | \$ 2,035.00   |
| Laurens House of Print             | Supplies    | \$ 160.00     |
| Loews Carpet One                   | Supplies    |               |
| Long Lines                         | Utilities   |               |
| Lundys Waunakee, LLC               | Supplies    |               |
| Marcus Lumber Co                   | Supplies    | \$ 536.67     |
| Martin Brothers                    | Food        | \$ 33,316.98  |
| Mediacom                           | Utilities   | \$ 955.80     |
| Melanders                          | Supplies    |               |



|                                  |             |              |
|----------------------------------|-------------|--------------|
| Mid-American Publishing Corp     | Advertising |              |
| Mid American Energy              | Utilities   | \$ 23,161.06 |
| Midwestern Mechanical            | Services    |              |
| Mike's Lawn Service              | Services    |              |
| Mitsubishi HC Capital America    | Services    |              |
| Mood Media                       | Services    |              |
| Nelson's Vet Supply              | Supplies    |              |
| Northern Lights Distribution     | Supplies    | \$ 1,158.10  |
| Office Elements                  | Supplies    |              |
| Party Production Inc             | Supplies    |              |
| Pepsi Beverage Co                | Beverages   | \$ 4,908.85  |
| Pest Elimination Division        | Services    |              |
| Piper Mae Interior Design        | Services    |              |
| PLEVA Mechanical                 | Services    |              |
| Plumbing & Heating Wholesale     | Supplies    | \$ 33.65     |
| Pocahontas Record                | Services    |              |
| Power Solutions                  | Services    |              |
| Quore Systems LLC                | Services    |              |
| Rebnord Technologies             | Services    | \$ 3,218.33  |
| Reel Time Rentals                | Services    |              |
| Rent-All Inc                     | Services    |              |
| RFID Hotel                       | Supplies    |              |
| Rialto Theatre                   | Services    |              |
| Rolloff Dumpster Rental of Iowa  | Services    |              |
| RPL Products LLC                 | Supplies    | \$ 401.17    |
| S&L Hospitality                  | Agreement   | \$ 24,631.33 |
| S&L Hospitality                  | Services    |              |
| Sarah Taylor                     | Services    |              |
| SCE, LLC                         | Services    |              |
| Sceptre Hospitality Resources    | Supplies    | \$ 2,802.42  |
| Service Lighting & Elec Supply   | Supplies    | \$ 321.81    |
| ServPro                          | Services    |              |
| SGS LLC dba Garbage Hauling      | Utilities   |              |
| Speed's Auto Supply              | Lease       |              |
| Schumacher Elevator Services     | Services    |              |
| Shift 4                          | Services    | \$ 2,939.00  |
| Silverware POS                   | Services    | \$ 1,054.52  |
| Sioux City Diocese               | Refund      |              |
| Skold Speciality Contracting LLC | Services    |              |
| Soldier Creek Winery LLC         | Beverages   |              |
| State of Iowa                    | License     |              |
| Stericycle Inc                   | Supplies    |              |
| Storm City Auto Parts            | Supplies    |              |
| Storm Lake Ace Hardware          | Supplies    | \$ 333.60    |
| Storm Lake Bakery                | Supplies    | \$ 168.00    |
| Storm Lake Rotary Club           | Services    |              |

|                           |             |                             |
|---------------------------|-------------|-----------------------------|
| Storm Lake Times          | Advertising |                             |
| Symmetry Energy Solutions | Utilities   | \$ 3,276.21                 |
| Sysco Iowa Inc            | Food        | \$ 11,127.30                |
| The Messenger             | Advertising |                             |
| TY Inc                    | Supplies    |                             |
| TNT Sales & Service       | Services    |                             |
| University of Dubuque     | Refund      |                             |
| Verizon Wireless          | Utilities   | \$ 334.74                   |
| Verde Outdoor Media LLC   | Services    |                             |
| Vestis                    | Services    | \$ 1,562.32                 |
| Vista Paints              | Supplies    | \$ 639.50                   |
| Visual Edge IT            | Services    |                             |
| Vizergy                   | Services    |                             |
| Water Safety Products Inc | Supplies    | \$ 269.95                   |
| Wiese Plumbing & Heating  | Services    |                             |
| Wilcor International Inc  | Services    | \$ 742.18                   |
| Woodruff Construction     | Services    |                             |
|                           |             | <b><u>\$ 437,007.80</u></b> |

## King's Pointe OWP

### Claims Publication

From 6/12/2026 to 7/2/2026

| Vendor                          | Description   | Amount       |
|---------------------------------|---------------|--------------|
| 360 Custom Design               | Supplies      |              |
| A.H. Hermell Wholesale          | Supplies      |              |
| A1 Portable Toilets             | Services      |              |
| A & A Automotive                | Services      |              |
| ACCO Unlimited                  | Supplies      | \$ 13,059.74 |
| AdvantaSoft, Inc                | Supplies      | \$ 240.00    |
| Alliant Energy                  | Utilities     |              |
| Alpha Media                     | Advertising   |              |
| Amazon Capital Services         | Supplies      | \$ 260.29    |
| Amy Von Bank                    | Reimbursement |              |
| ATX Float LLC                   | Services      |              |
| Authnet Gateway                 | Services      |              |
| Bomgaars                        | Supplies      |              |
| Buena Vista County Journal      | Advertising   |              |
| Bunkers Feed Supply, Inc        | Supplies      |              |
| BVC Env Health                  | Services      |              |
| BV County Solid Waste & Recycle | Services      |              |
| BV Glass Co                     | Supplies      |              |
| Carey's Furniture               | Supplies      |              |
| Central Iowa Distributing       | Supplies      |              |
| Cintas Corporation              | Supplies      |              |

|                                     |             |             |
|-------------------------------------|-------------|-------------|
| City of Storm Lake                  | Utilities   |             |
| Commlog LLC                         | Supplies    |             |
| Consolidated Hospitality Supplies   | Supplies    |             |
| Copper Cottage                      | Services    |             |
| Crescent Electric Supply            | Supplies    |             |
| Daniels Filter Service              | Supplies    |             |
| DirectTV                            | Utilities   |             |
| Doll Distribution                   | Beverages   |             |
| EC Mechanical                       | Services    |             |
| ECO LAB                             | Supplies    |             |
| Fastenal                            | Supplies    |             |
| Feld Fire/Security                  | Services    |             |
| Fintech                             | Services    |             |
| FM Controls, Inc                    | Services    |             |
| Foundation Analytical Lab           | Services    |             |
| Frigitec Inc                        | Supplies    |             |
| Fullsteam                           | Services    | \$ 48.59    |
| Global Industrial                   | Services    |             |
| Grainger                            | Supplies    | \$ 1,699.79 |
| Guest Supply                        | Supplies    |             |
| Heartland Payment System            | Services    |             |
| Horwath Laundry Machinery Co        | Services    |             |
| Hotel Effectiveness Solutions       | Services    |             |
| HyVee                               | Supplies    |             |
| Iowa Division of Labor Boiler       | Services    |             |
| Iowa Division of Labor Elevator     | Services    |             |
| Iowa Golf Association               | Membership  |             |
| Iowa Information Inc                | Services    |             |
| Jim's Sewer Service                 | Services    |             |
| Johnson Brothers                    | Beverages   |             |
| Jones Nursery                       | Supplies    |             |
| K&W Electric                        | Services    |             |
| KAYL FM                             | Advertising |             |
| Kelli's Gift Shop Suppliers         | Supplies    |             |
| King's Pointe Resort                | Services    |             |
| King's Pointe Resort Payroll- 11/14 | Payroll     |             |
| KKIA FM                             | Advertising |             |
| KTIV Television                     | Advertising |             |
| Kwik Trip Inc                       | Supplies    |             |
| Lamar Companies                     | Services    |             |
| Laurens House of Print              | Supplies    |             |
| Loews Carpet One                    | Supplies    |             |
| Long Lines                          | Utilities   |             |
| Lundys Waunakee, LLC                | Supplies    |             |
| Marcus Lumber Co                    | Supplies    |             |
| Martin Brothers                     | Food        |             |

|                                 |             |              |
|---------------------------------|-------------|--------------|
| Mediacom                        | Utilities   |              |
| Melanders                       | Supplies    |              |
| Mid American Energy             | Utilities   |              |
| Midwestern Mechanical           | Services    |              |
| Mike's Lawn Service             | Services    |              |
| Mood Media                      | Services    |              |
| Nelson's Vet Supply             | Supplies    |              |
| Northern Lights Distribution    | Supplies    |              |
| Office Elements                 | Supplies    |              |
| Party Production Inc            | Supplies    |              |
| Pepsi Beverage Co               | Beverages   |              |
| Pest Elimination Division       | Services    |              |
| Plumbing & Heating Wholesale    | Supplies    | \$ 1,793.07  |
| Power Solutions                 | Services    | \$ 104.00    |
| Quore Systems LLC               | Services    |              |
| Rebnord Technologies            | Services    |              |
| Reel Time Rentals               | Services    |              |
| Rent-All Inc                    | Services    |              |
| RFID Hotel                      | Supplies    |              |
| Rolloff Dumpster Rental of Iowa | Services    |              |
| S&L Hospitality                 | Agreement   | \$ 12,275.80 |
| Sarah Taylor                    | Services    |              |
| SCE, LLC                        | Services    |              |
| Sceptre Hospitality Resources   | Supplies    |              |
| SGS LLC dba Garbage Hauling     | Utilities   |              |
| Speed's Auto Supply             | Lease       |              |
| Schumacher Elevator Services    | Services    |              |
| Shift 4                         | Services    | \$ 706.00    |
| Silverware POS                  | Services    |              |
| Sioux City Diocese              | Refund      |              |
| Storm City Auto Parts           | Supplies    |              |
| Storm Lake Ace Hardware         | Supplies    |              |
| Storm Lake Rotary Club          | Services    |              |
| Storm Lake Times                | Advertising |              |
| Symmetry Energy Solutions       | Utilities   |              |
| Sysco Iowa Inc                  | Food        |              |
| The Messenger                   | Advertising |              |
| TY Inc                          | Supplies    |              |
| TNT Sales & Service             | Services    |              |
| University of Dubuque           | Refund      |              |
| Verizon Wireless                | Utilities   |              |
| Verde Outdoor Media LLC         | Services    |              |
| Vestis                          | Services    |              |
| Vista Paints                    | Supplies    |              |
| Visual Edge IT                  | Services    |              |
| Vizergy                         | Services    |              |

|                           |          |                     |
|---------------------------|----------|---------------------|
| Water Safety Products Inc | Supplies |                     |
| Wiese Plumbing & Heating  | Services |                     |
| Wilcor International Inc  | Services |                     |
|                           |          | <b>\$ 30,187.28</b> |

## Sunrise Pointe Golf Course

### Claims Publication

From 6/12/2026 to 7/2/2026

| Vendor                            | Description   | Amount      |
|-----------------------------------|---------------|-------------|
| 360 Custom Design                 | Supplies      |             |
| A.H. Hermell Wholesale            | Supplies      |             |
| Al Portable Toilets               | Services      |             |
| A & A Automotive                  | Services      |             |
| ACCO Unlimited                    | Supplies      |             |
| Alliant Energy                    | Utilities     |             |
| Alpha Media                       | Advertising   |             |
| Amazon Capital Services           | Supplies      | \$ 439.88   |
| Amy Von Bank                      | Reimbursement |             |
| ATX Float LLC                     | Services      |             |
| Authnet Gateway                   | Services      |             |
| Bomgaars                          | Supplies      |             |
| Buena Vista County Journal        | Advertising   |             |
| Bunkers Feed Supply, Inc          | Supplies      |             |
| BVC Env Health                    | Services      |             |
| BV County Solid Waste & Recycle   | Services      |             |
| BV Glass Co                       | Supplies      |             |
| Carey's Furniture                 | Supplies      |             |
| Central Iowa Distributing         | Supplies      |             |
| Cintas Corporation                | Supplies      |             |
| City of Storm Lake                | Utilities     |             |
| Commlog LLC                       | Supplies      |             |
| Consolidated Hospitality Supplies | Supplies      |             |
| Copper Cottage                    | Services      |             |
| Crescent Electric Supply          | Supplies      |             |
| Daniels Filter Service            | Supplies      |             |
| DirectTV                          | Utilities     |             |
| Doll Distribution                 | Beverages     | \$ 2,433.40 |
| EC Mechanical                     | Services      |             |
| ECO LAB                           | Supplies      |             |
| Fastenal                          | Supplies      |             |
| Feld Fire/Security                | Services      |             |
| Fintech                           | Services      |             |
| FM Controls, Inc                  | Services      |             |
| Foundation Analytical Lab         | Services      |             |
| Frigitec Inc                      | Supplies      |             |

|                                   |             |    |        |
|-----------------------------------|-------------|----|--------|
| Fullsteam                         | Services    | \$ | 98.45  |
| Global Industrial                 | Services    |    |        |
| Grainger                          | Supplies    |    |        |
| Guest Supply                      | Supplies    |    |        |
| Heartland Payment System          | Services    | \$ | 253.50 |
| Horwath Laundry Machinery Co      | Services    |    |        |
| Hotel Effectiveness Solutions     | Services    |    |        |
| HyVee                             | Supplies    | \$ | 504.68 |
| Illinois Casualty Insurance       | Insurance   |    |        |
| Iowa Division of Labor Boiler     | Services    |    |        |
| Iowa Division of Labor Elevator   | Services    |    |        |
| Iowa Golf Association             | Membership  |    |        |
| Iowa Information Inc              | Services    |    |        |
| Jim's Sewer Service               | Services    |    |        |
| Johnson Brothers                  | Beverages   | \$ | 643.00 |
| Jones Nursery                     | Supplies    |    |        |
| K&W Electric                      | Services    |    |        |
| KAYL FM                           | Advertising |    |        |
| Kelli's Gift Shop Suppliers       | Supplies    |    |        |
| King's Pointe Resort              | Services    |    |        |
| King's Pointe Resort Payroll- 5/1 | Payroll     |    |        |
| Kosky Kountry Meats               | Supplies    | \$ | 117.00 |
| KKIA FM                           | Advertising |    |        |
| KTIV Television                   | Advertising |    |        |
| Kwik Trip Inc                     | Supplies    |    |        |
| Lamar Companies                   | Services    |    |        |
| Laurens House of Print            | Supplies    |    |        |
| Loews Carpet One                  | Supplies    |    |        |
| Long Lines                        | Utilities   |    |        |
| Lundys Waunakee, LLC              | Supplies    |    |        |
| Marcus Lumber Co                  | Supplies    |    |        |
| Martin Brothers                   | Food        |    |        |
| Mediacom                          | Utilities   |    |        |
| Melanders                         | Supplies    |    |        |
| Mid American Energy               | Utilities   | \$ | 679.27 |
| Midwestern Mechanical             | Services    |    |        |
| Mike's Lawn Service               | Services    |    |        |
| Mood Media                        | Services    |    |        |
| Nelson's Vet Supply               | Supplies    |    |        |
| Northern Lights Distribution      | Supplies    |    |        |
| Office Elements                   | Supplies    |    |        |
| Party Production Inc              | Supplies    |    |        |
| Pepsi Beverage Co                 | Beverages   | \$ | 214.76 |
| Pest Elimination Division         | Services    |    |        |
| Plumbing & Heating Wholesale      | Supplies    |    |        |
| Power Solutions                   | Services    |    |        |

|                                 |             |                           |
|---------------------------------|-------------|---------------------------|
| Quore Systems LLC               | Services    |                           |
| Rebnord Technologies            | Services    |                           |
| Reel Time Rentals               | Services    |                           |
| Rent-All Inc                    | Services    |                           |
| RFID Hotel                      | Supplies    |                           |
| Rolloff Dumpster Rental of Iowa | Services    |                           |
| S&L Hospitality                 | Agreement   | \$ 3,327.75               |
| Sarah Taylor                    | Services    |                           |
| Sceptre Hospitality Resources   | Supplies    |                           |
| SGS LLC dba Garbage Hauling     | Utilities   |                           |
| Speed's Auto Supply             | Lease       | \$ 54.21                  |
| Schumacher Elevator Services    | Services    |                           |
| Shift 4                         | Services    | \$ 172.00                 |
| Silverware POS                  | Services    |                           |
| Sioux City Diocese              | Refund      |                           |
| State of Iowa                   | License     |                           |
| Storm City Auto Parts           | Supplies    |                           |
| Storm Lake Ace Hardware         | Supplies    |                           |
| Storm Lake Garage Door Service  | Services    |                           |
| Storm Lake Rotary Club          | Services    |                           |
| Storm Lake Times                | Advertising |                           |
| Symmetry Energy Solutions       | Utilities   |                           |
| Sysco Iowa Inc                  | Food        |                           |
| The Messenger                   | Advertising |                           |
| TY Inc                          | Supplies    |                           |
| TNT Sales & Service             | Services    |                           |
| University of Dubuque           | Refund      |                           |
| USGA                            | Membership  |                           |
| Verizon Wireless                | Utilities   |                           |
| Verde Outdoor Media LLC         | Services    |                           |
| Vestis                          | Services    |                           |
| Vista Paints                    | Supplies    |                           |
| Visual Edge IT                  | Services    |                           |
| Vizergy                         | Services    |                           |
| Water Safety Products Inc       | Supplies    |                           |
| Wiese Plumbing & Heating        | Services    |                           |
| Wilcor International Inc        | Services    |                           |
|                                 |             | <u><u>\$ 8,937.90</u></u> |









\$ 55,490.63





\$ 754.59



\$ 4,105.03



**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JUNE 15, 2026, 5:00 PM**

**CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, JUNE 15, 2026, 5:00 PM**

Present: Mayor Margaret J. McKeon, Council Members Maggie Martinez, Maria Ramos, Don Piercy Jr., and Richard Riner. Absent: Council Member Matt Ricklefs.

Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, King's Pointe Manager Amy VonBank, Library Director Elizabeth Huff, Building and Code Compliance Director Scott Olesen, Public Works Director Ron Covert, Communications Coordinator Dana Larsen, Public Services Director Brandon Ripke, Program Manager/Sunrise Campground Manager Kim Woltman, Development Services Specialist Lee Dutfield, Finance Director Tyler Gibbins, and City Clerk Mayra Martinez.

Media Present: Lindsay Kruse with KAYL Radio.

Mayor McKeon called the meeting to order at 5:00 pm.

Pledge of Allegiance

**Proclamation** – Announcement recognizing Itzel Sarabia as the essay contest winner for “Why I am Storm Lake Proud”.

**Agenda** - Moved by Council Member Martinez to approve to approve setting the agenda as presented. Seconded by Council Member Ramos. Vote: All ayes with Council Member Ricklefs absent. Motion carried.

**Disclosure by City Council Members** - None at this time.

**Hear the Public** – No comments from the public. Mayor McKeon thanked City staff, King's Point staff and the many vendors

**Consent Agenda** - Moved by Council Member Riner to approve the Consent Agenda which includes List of bills Chk #'s 84147 through 84181, EFT #s 1935, 7638 through 7692, DFT #'s 3181 through 3193, approve King's Pointe and Sunrise Pointe disbursements, approve June 1, 2026, City Council minutes, approve renewal tobacco licenses for Sichanh Asian Food Market, Storm Lake Vape & Smoke, Casey's #3679, Casey's #3030, Beer Thirty Fuels #1, Beer Thirty – SL, approve appointment of Robert Ansorge and Cynthia Turner for Airport Commission Board (3 year term), approve appointment of James Eliason for Library Trustee Board (6 year term), approve appointment of Alexander Berry for Storm Watr3 Advisory Board (3 year term), approve agreements with Storm Lake Cab & RIDES for Transit Services, approve General Drivers and Helpers Union Local No. 554 (Police Union), approve Storm Lake High School Homecoming parade request, approve utility easement for Alliant Energy, approve Drainage District #13 invoices, approve Buy Local information, and approve City Code Enforcement update. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ricklefs absent. Motion carried.

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JUNE 15, 2026, 5:00 PM**

**Unfinished Business** – None at this time.

**New Business**

**Vacation Of A Portion Of East 2nd Street** - Mayor McKeon opened the Public Hearing on the proposed vacation of a portion of East 2<sup>nd</sup> Street stating this was the time and place for any comments. .Public members Patrick Shanel (architect), John Murray, Dan Gaffney, Mike Brungardt, and Jeff Foell stated that they support this request to vacate a portion of East 2<sup>nd</sup> Street to approve this request. Other members of St. Mary’s school and Parish were among the audience in support of this request also. Hearing no other comments and no other objections received prior to this public hearing from the Public or City Council, Mayor McKeon closed the public hearing

Moved by Council Member Martinez to approve on first reading Ordinance No. 01-O-2026-2027 proposed vacation of a portion of East 2nd Street. Seconded by Council Member Piercy Jr.. Roll call vote: All ayes with Council Member Ricklefs absent. Motion carried.

**St Mary’s Land Purchase-** Moved by Council Member Piercy Jr. to adopt Resolution No. 72-R-2025-2026 setting a public hearing for Ordinance amending City Code increasing property maintenance penalties.. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Ricklefs absent. Motion carried.

**RESOLUTION NO. 72-R-2025-2026**

**RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON AN ORDINANCE AMENDING TITLE V, CHAPTER 10, PROPERTY MAINTENANCE CODE, AND TITLE VIII, CHAPTER 1, NUISANCES, OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, REGARDING INCREASED PENALTIES**

WHEREAS, the City of Storm Lake, Iowa (“City”), maintains within the Municipal Code of the City of Storm Lake, Iowa, Title V, Chapter 10, Property Maintenance Code and Title VIII, Chapter 1, Nuisances; and

WHEREAS, the City Council of the City of Storm Lake, Iowa (“City Council”) has determined the provisions of the aforementioned chapters should be amended to include specific penalties applicable to violations of those chapters of the Municipal Code City; and

WHEREAS, the City Council intends to hold a public hearing on the proposed Ordinance making such amendments, and so desires to set a date therefor and direct publication of notice thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STORM LAKE IN THE STATE OF IOWA:

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JUNE 15, 2026, 5:00 PM**

Section 1. That a public hearing shall be held on the proposed Ordinance Amending Title V, Chapter 10, Property Maintenance Code, section 5-10-8(A), and Title VIII, Chapter 1, Nuisances, section 8-1-13, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, regarding increased penalties, at 5:00 P.M. on July 6, 2026, in Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said hearing, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. That the notice shall be in substantially the following form:

**(One publication required)**

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA, ON AN ORDINANCE AMENDING TITLE V, CHAPTER 10, PROPERTY MAINTENANCE CODE, AND TITLE VIII, CHAPTER 1, NUISANCES, OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, REGARDING INCREASED PENALTIES**

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake, Iowa, will hold a public hearing at its meeting on July 6, 2026, at 5:00 P.M., in Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, at which meeting the Council proposes to consider an Ordinance Amending Title V, Chapter 10, Property Maintenance Code and Title VIII, Chapter 1, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, Regarding Increased Penalties.

At the time set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed ordinance. After the public hearing, the Council may make a determination on the passage of the proposed ordinance's first reading, or the Council may defer action on until a subsequent meeting.

Dated this 15th day of June, 2026.

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Mayra A. Martinez, City Clerk

(End of Notice)

PASSED AND APPROVED this 15<sup>th</sup> day of June 2026.

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JUNE 15, 2026, 5:00 PM**

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Margaret J. McKeon, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

**Wastewater Infrastructure Mitigation Project-Scout Park** - Moved by Council Member Riner to adopt Resolution No. 73-R-2025-2026 approving Change Order No. 1 for the Wastewater Infrastructure Mitigation Project-Scout Park with an increase of \$118,140.00 to this change order. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Ricklefs absent. Motion carried.

**RESOLUTION NO. 73-R-2025-2026**

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 FOR THE  
WASTEWATER INFRASTRUCTURE MITIGATION PROJECT-SCOUT PARK LIFT  
STATION**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Wastewater Infrastructure Mitigation Project, (hereinafter PROJECT) with:

Contractor Name: **King Contracting (hereinafter CONTRACTOR)**  
Contractor Location: **Wall Lake, Iowa**  
Date of Agreement: **October 14, 2026**

WHEREAS, the CITY and the CONTRACTOR have previously agreed to amend the original agreement related to the PROJECT with the following change order:

**Change Order No. 1                  June 15, 2026                  Adjustment of site piping**

WHEREAS, during the course of construction on the PROJECT, the CONTRACTOR, project engineer, and CITY have determined that an additional change is needed as outlined in detail in Change Order No. 1 and summarized here:

**Adjustment of site piping for the 8-inch gravity line at Scout Park to accommodate force main connection to the new lift station.**

WHEREAS, the proposed Change Order No. 5 includes changes in the value of the contract and the dates of completion required in the original agreement as outlined below:

Change in Agreement Value: **\$118,140.00**  
Change in Substantial Completion Date: **None**

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JUNE 15, 2026, 5:00 PM**

Change in Final Completion Date: **None**

WHEREAS, the project engineer has recommended approval of Change Order No. 1; and,

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

SECTION 1. That the agreement between the CITY and the CONTRACTOR be amended to change the value of the contract as follows:

Change In Value: \$118, 140.00  
Total Agreement Value After Change Order:\$4,147,328.00

SECTION 3. That the Mayor is hereby authorized to sign Change Order No. 1 on behalf of the CITY following approval by the City Council.

SECTION 4. That Change Order No. 1 is hereby accepted and approved by the CITY.

PASSED AND APPROVED THIS 15TH DAY OF JUNE, 2026.

APPROVED BY THE  
CITY OF STORM LAKE

---

Margaret J. McKeon, Mayor

ATTEST

---

Mayra A. Martinez, City Clerk

Work Session Reference Ordinances To Control The Use Of E-Bikes, E-Scooters, Mini-Bikes, Electric Motorcycles And Similar Motorized Devices Within The City Limits. The Police Chief shared additional information provided by the City Attorney and pointed out to review the sample ordinance attached to the packet. It was noted that many of the proposed enforcement measures would require changes to Iowa state legislation before the City Council could implement them and to focus on practical enforceable regulations.

Mayor McKeon informed the public that there will be a Special Council Meeting will be held at the Chautauqua Park Shelter House for a Public Forum regarding this topic on June 29 at 5:30 pm.

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JUNE 15, 2026, 5:00 PM**

**City Wide Clean Up - Storm Lake Proud** - Moved by Council Member Riner to approve the City Wide Clean Up - Storm Lake Proud. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ricklefs absent. Motion carried.

**City Council Requested Items / City Council Updates** – none

The next City Council Chat will be held at 5:30 pm at BVU - The Underground.

**Adjourn** - Moved by Council Member Ramos to adjourn at 6:04 pm. Seconded by Council Member Riner. Vote: All ayes with Council Member Ricklefs absent. Motion carried.

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Margaret J. McKeon, Mayor

ATTEST:

—

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Mayra A. Martinez, City Clerk

# Board/Commission/Council Appointment Renewal Form

06/26/2026 11:56 AM (CDT)



## Board Renewal Application

|                                                                             |                              |
|-----------------------------------------------------------------------------|------------------------------|
| First Name                                                                  | Amanda                       |
| Last Name                                                                   | Goodenow                     |
| Street Address                                                              | 1609 Shoreway Rd             |
| City                                                                        | Storm Lake                   |
| State                                                                       | IA                           |
| Zip Code                                                                    | 50588                        |
| Phone Number                                                                | 7125602067                   |
| Email                                                                       | amanda.goodenow.92@gmail.com |
| Current Board/Commission Serving                                            | Board of Adjustment          |
| Do you still reside within the city limits of Storm Lake?                   | Yes                          |
| Would you like to be re-appointed to the same board/commission if possible? | Yes                          |

Signature

Date 06/26/2026

Click submit to complete your Board/ Commission application.

The City of Storm Lake appreciates your interest in participating in your community.



|                                                                                              |                                    |
|----------------------------------------------------------------------------------------------|------------------------------------|
| First Name                                                                                   | Kevin                              |
| Last Name                                                                                    | McKinney                           |
| Street Address                                                                               | 2900 Alvin Pl                      |
| City                                                                                         | Storm Lake                         |
| State                                                                                        | IA                                 |
| Zip Code                                                                                     | 50588                              |
| Phone Number                                                                                 | 7122991557                         |
| Email                                                                                        | mckinnk@gmail.com                  |
| How many years have you lived in Storm Lake                                                  | 45                                 |
| Occupation                                                                                   | Retired                            |
| Please check the following City board or commission to which you would like to be appointed: | Civil Service Commission (4 years) |
| What is the appeal to serve on a public board for the City of Storm Lake residents?          | To give back to community          |

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this, we must ask you to answer the following questions.

|                                                                                                                        |    |
|------------------------------------------------------------------------------------------------------------------------|----|
| Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake? | No |
| Are you employed by any business doing business with the City of storm Lake?                                           | No |
| Is your salary/bonus determined by financial performance of the company or do you receive a commission?                | No |

I certify that all answers are correct and true.

Kevin McKinney



---

Date

06/30/2026

---

"Appointment to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Thank you for contacting us. We have received your message and appreciate you reaching out.

Have a great day!

---

## CLASS "B" RETAIL ALCOHOL LICENSE RENEWAL

### Business Information

Name of Legal Entity: HY-VEE INC

FEIN: XX-XXX5638

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 19862

### Premises Information

Premises DBA: HY-VEE FAST & FRESH

Premises Address: 1260 LAKE AVENUE NORTH STORM LAKE IA 50266

Premises Type: Convenience Store

Number of Floors: 1

Control of Premises: Own

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.  
2462

Does your premises conform to all local and state health, fire and building laws and regulations?  
Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?  
No

Has the number of floors of the premises changed?  
No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.  
No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.  
No

Has the square footage of the premises changed?  
No

### License Information

Effective Date: 22-Aug-2026

Length of License Requested: 12MONTH

Would you like to add or remove any privileges on your license?:

No

## Endorsements

Local Authority: City of Storm Lake

## Ownership Information

| Type       | Name                  | ID Type | ID          | DOB             | Phone | Address                                           | Percentage |
|------------|-----------------------|---------|-------------|-----------------|-------|---------------------------------------------------|------------|
| Individual | WIESE,<br>AARON       | SSN     | ***-**-6741 | 30-Dec-19<br>76 |       | 4840 159TH<br>STREET<br>URBANDALE<br>IA 50323     | 0.00       |
| Individual | SCHROEDE<br>R, ANDREW | SSN     | ***-**-7701 | 11-Jan-19<br>74 |       | 5764<br>CHATHAM<br>CIRCLE<br>JOHNSTON<br>IA 50131 | 0.00       |
| Individual | ALLEN,<br>NATHAN      | SSN     | ***-**-8432 | 09-Jul-198<br>0 |       | 809 SUMMIT<br>PLACE<br>INDIANOLA<br>IA 50125      | 0.00       |

## Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

## Criminal Violations

## Contact Information

Contact Name: KATIE NYLEN

Phone Number: 5156953540

Email Address: knylen@hy-vee.com

Address: 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223

## Attestation Information

Attestation Name: ANDREW SCHROEDER

Attestation Date: 12-Jun-2026

## CLASS "B" RETAIL ALCOHOL LICENSE RENEWAL

### Business Information

Name of Legal Entity: VALENTINA'S MEAT MARKET LLC

FEIN: XX-XXX2270

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 663441

### Premises Information

Premises DBA: VALENTINAS MEAT MARKET

Premises Address: 111 E 6TH ST STORM LAKE IA 50588-1802

Premises Type: Grocery Store

Number of Floors: 1

Control of Premises: Own

The total square footage of the entire retail sales area plus any alcoholic beverage storage areas of the business. This includes areas of walk-in alcoholic beverage coolers that are accessible to the public.  
4500

Does your premises conform to all local and state health, fire and building laws and regulations?  
Yes

Does or will your licensed location wholesale alcoholic beverages to on-premises retail alcohol licensees?  
No

Has the number of floors of the premises changed?  
No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.  
No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.  
No

Has the square footage of the premises changed?  
No

### License Information

Effective Date: 15-Jul-2026

Length of License Requested: 12MONTH

Would you like to add or remove any privileges on your license?:

No

## Endorsements

Local Authority: City of Storm Lake

## Ownership Information

| Type       | Name               | ID Type | ID          | DOB             | Phone | Address                        | Percentage |
|------------|--------------------|---------|-------------|-----------------|-------|--------------------------------|------------|
| Individual | MORELOS,<br>MAYELA | SSN     | ***-**-3565 | 10-Jun-19<br>71 |       | 641 IOWA 7<br>ALTA IA<br>51002 | 100.00     |

## Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

## Criminal Violations

## Contact Information

Contact Name: MAYELA MORELOS

Phone Number: 7122997539

Email Address: mayelamorelos@icloud.com

Address: 641 HIGHWAY 7 ALTA IA 51002-7422

## Attestation Information

Attestation Name: MAYELA MORELOS

Attestation Date: 02-Jul-2026



< CITY OF STORM LAKE

## Device Retailer License Review

CITY OF STORM LAKE

1306371801

>

[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, : CARROLL'S TOBACCO OUTLET PLUS LLC  
corporation, LLC, or LLP

Type of ownership : Limited Liability Company

Primary office address : 1910 KITTYHAWK RD STE C CARROLL IA 51401-  
2114

Legal Ownership Phone :

Legal Ownership Email : INFO@SBMCHUB.COM

### Application Information

Sales Permit Number: : 305205428

Location Name : R SMOKE PLUS

Location Phone Number :

Location Address : 1417 N LAKE AVE STORM LAKE IA 50588-1909

Location Mailing Address : 9817 211TH ST W LAKEVILLE MN 55044-7313

Renewal : Yes

Start Date : 01-Jul-2026





End Date : 30-Jun-2027

License Fee : 1,500.00

Types of Sales : Over the Counter

Type of Establishment : Tobacco store

Does this retail location ensure that : Yes  
no person younger than 21 years of  
age is present or permitted to enter  
at any time?

## Ownership Details

| Owner            | Position | Single Line Address          |
|------------------|----------|------------------------------|
| ALAQRABAWI, LAFI | OWNER    | 9817 211TH ST W LAKEVILLE MN |

To be eligible to apply for a device retailer permit, your business must have a valid retail tobacco permit and a sales and use tax permit for this location. The annual permit fee is \$1,500. The annual permit fee is not prorated, and there is no proration for new permit applications that are effective for less than the 12-month permit year. All permits expire on June 30 each year. **The Department cannot refund your \$1,500 annual permit fee, and the fee is non-refundable if your application is denied for any reason.**

It is recommended that you contact the local jurisdiction (city or county) where the retail establishment is located to confirm any additional local requirements.

☒ I acknowledge that I have read and understand these requirements and am responsible for complying with all state and local regulations.

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Does this retailer hold a valid retail tobacco permit at this location? \*

[Can I help?](#)

|  |  |
|--|--|
|  |  |
|--|--|

|     |    |
|-----|----|
| Yes | No |
|-----|----|

Select a Decision \*

|         |      |
|---------|------|
| Approve | Deny |
|---------|------|



Cancel

Save Draft

< Previous

Next >

Your online session will timeout after 30 minutes of inactivity. All unsaved information will be lost.

### Resources

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### Other Links

[State of Iowa Directory](#)

[Website Policies](#)



&lt; CITY OF STORM LAKE

## Retail Tobacco License Review

CITY OF STORM LAKE

1306371801

&gt;

### Application Information

#### Legal Ownership Information

|                                                                |                                                   |
|----------------------------------------------------------------|---------------------------------------------------|
| Name of sole proprietor, partnership, corporation, LLC, or LLP | : HY-VEE INC                                      |
| Type of ownership                                              | : Corporation                                     |
| Primary office address                                         | : 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223 |
| Legal Ownership Phone                                          | : <input type="text"/>                            |
| Legal Ownership Email                                          | : knylen@hy-vee.com                               |

#### Application Information

|                             |                                                   |
|-----------------------------|---------------------------------------------------|
| Sales and Use Permit Number | : 111009023                                       |
| Location Name               | : HY-VEE FAST & FRESH EXPRESS                     |
| Location Phone Number       | : <input type="text"/>                            |
| Location Address            | : 1260 LAKE AVE STORM LAKE IA 50588               |
| Location Mailing Address    | : 5820 WESTOWN PKWY WEST DES MOINES IA 50266-8223 |
| Renewal                     | : No                                              |

Can I help?

Start Date : 01-Jul-2026

End Date : 30-Jun-2027

License Fee : 75.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Ownership Details

| Owner             | Position                      | Single Line Address      |
|-------------------|-------------------------------|--------------------------|
| WIESE, AARON      | President                     | 4840 159TH STREET URBAND |
| SCHROEDER, ANDREW | AVP, Assistant Controller     | 5764 CHATHAM CIRCLE JOHN |
| ALLEN, NATHAN     | SVP General Counsel, Asst Sec | 809 SUMMIT PLACE INDIANO |

## Suppliers List

A list of suppliers for cigarettes, tobacco, alternative nicotine, and vapor products must be included with all retail tobacco permit applications. Applicants may submit this information in text form or as a PDF upload. Local authorities may review this information during the application review process.

**File Name**

**View File**



File Name

View File

Hy-Vee Tobacco Vendors.pdf

[View File](#)

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

[Cancel](#)



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## Staff Summary

7/6/2026

Agenda Item # D.1.A.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** Buy Local Information

**BACKGROUND:** In 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for both the City & King's Pointes' bills. As the reader reviews the information they should note the following key notes: Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation Costs associated with travel is excluded from the calculation and % Costs associated with payroll is excluded from the calculation and % In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period) Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here) As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or

concerns please don't hesitate to contact city staff.

|                       |                               |                                   |
|-----------------------|-------------------------------|-----------------------------------|
| <b>FISCAL IMPACT:</b> | <b><u>Breakout</u></b>        | <b><u>Calculated Expenses</u></b> |
|                       | Buena Vista County            | \$100,400.13                      |
|                       | Contract/Agreement            | \$187,628.33                      |
|                       | Local                         | \$147,353.62                      |
|                       | Non-Local                     | \$354,812.91                      |
|                       | <u>Payroll/UBRefunds,</u>     | <u>\$ 154,358.04</u>              |
|                       | <u>PyrlTax &amp; Ins</u>      |                                   |
|                       | <b>Total Expenses:</b>        | <b>\$944,553.03</b>               |
|                       | Supporting Documents Attached |                                   |

**RECOMMENDATION:**

**ATTACHMENTS:**

1. 7/6/2026 Project Report

Summary

| Project Summary                      |                                           |               |                      |                      |                |                   |                     |
|--------------------------------------|-------------------------------------------|---------------|----------------------|----------------------|----------------|-------------------|---------------------|
| Project Number                       | Project Name                              | Total Budget  | Date Range<br>Budget | Beginning<br>Balance | Total Activity | Ending<br>Balance | Budget<br>Remaining |
| <a href="#">22-27926</a>             | Storm Lake WTP- Well #22                  | 2,589,561.53  | 2,589,561.53         | 2,367,990.80         | 26,770.00      | 2,394,760.80      | 194,800.73          |
| <a href="#">23-29446</a>             | WWTP UV Disinfection Building             | 275,138.00    | 0.00                 | 191,768.00           | 0.00           | 191,768.00        | 83,370.00           |
| <a href="#">23-29447</a>             | College & 3rd St Lift Station Replacem... | 1,640,315.00  | 1,640,315.00         | 1,572,954.66         | 0.00           | 1,572,954.66      | 67,360.34           |
| <a href="#">24-31751</a>             | Storm Lake WTP- Well #23                  | 199,000.00    | 199,000.00           | 91,289.04            | 0.00           | 91,289.04         | 107,710.96          |
| <a href="#">24-31828</a>             | WTP Prelim Engineering Report             | 83,000.00     | 83,000.00            | 76,160.75            | 0.00           | 76,160.75         | 6,839.25            |
| <a href="#">24X.136745</a>           | Apron Expansion Improvements              | 285,900.00    | 285,900.00           | 130,900.00           | 0.00           | 130,900.00        | 155,000.00          |
| <a href="#">FEMA HMGP (HMA) 4483</a> | FEMA HMGP (HMA) 4483                      | 4,750,555.50  | 4,750,555.50         | 3,010,346.63         | 114,687.96     | 3,125,034.59      | 1,625,520.91        |
| <a href="#">IA0091</a>               | SL Elevated Water Storage- Tower #5       | 7,431,632.15  | 7,431,632.15         | 7,101,444.34         | 0.00           | 7,101,444.34      | 330,187.81          |
| <a href="#">New 2</a>                | Nature Area Revitalization                | 125,000.00    | 125,000.00           | 50,997.30            | 0.00           | 50,997.30         | 74,002.70           |
| <a href="#">New1</a>                 | Oneida St Recon from RR to Lakeshore..    | 420,000.00    | 420,000.00           | 0.00                 | 23,684.00      | 23,684.00         | 396,316.00          |
| <a href="#">P11.120411</a>           | Highway 7/110 Traffic Lane/Signalizat...  | 4,776,040.38  | 0.00                 | 5,112,202.39         | 0.00           | 5,112,202.39      | -336,162.01         |
| <a href="#">WRAC 25-675</a>          | Sunrise Park Boat Ramp & Area Impro...    | 227,700.00    | 227,700.00           | 112,111.39           | 5,236.48       | 117,347.87        | 110,352.13          |
| Report Total:                        |                                           | 22,803,842.56 | 17,752,664.18        | 19,818,165.30        | 170,378.44     | 19,988,543.74     | 2,815,298.82        |

| Group Summary                           |               |                      |                      |                |                   |                     |
|-----------------------------------------|---------------|----------------------|----------------------|----------------|-------------------|---------------------|
| Group                                   | Total Budget  | Date Range<br>Budget | Beginning<br>Balance | Total Activity | Ending<br>Balance | Budget<br>Remaining |
| Airport Projects                        | 285,900.00    | 285,900.00           | 130,900.00           | 0.00           | 130,900.00        | 155,000.00          |
| Economic Development                    | 125,000.00    | 125,000.00           | 50,997.30            | 0.00           | 50,997.30         | 74,002.70           |
| Sanitary Sewer Projects                 | 6,666,008.50  | 6,390,870.50         | 4,775,069.29         | 114,687.96     | 4,889,757.25      | 1,776,251.25        |
| Street Construction                     | 5,196,040.38  | 420,000.00           | 5,112,202.39         | 23,684.00      | 5,135,886.39      | 60,153.99           |
| Water Project                           | 10,303,193.68 | 10,303,193.68        | 9,636,884.93         | 26,770.00      | 9,663,654.93      | 639,538.75          |
| Water Recreation Access Cost-Share P... | 227,700.00    | 227,700.00           | 112,111.39           | 5,236.48       | 117,347.87        | 110,352.13          |
| Report Total:                           | 22,803,842.56 | 17,752,664.18        | 19,818,165.30        | 170,378.44     | 19,988,543.74     | 2,815,298.82        |

| Type Summary               |               |                      |                      |                |                   |                     |
|----------------------------|---------------|----------------------|----------------------|----------------|-------------------|---------------------|
| Group                      | Total Budget  | Date Range<br>Budget | Beginning<br>Balance | Total Activity | Ending<br>Balance | Budget<br>Remaining |
| Construction               | 7,721,393.38  | 2,670,215.00         | 7,150,111.39         | 23,684.00      | 7,173,795.39      | 547,597.99          |
| Federal/State Grant        | 14,771,749.18 | 14,771,749.18        | 12,479,781.77        | 141,457.96     | 12,621,239.73     | 2,150,509.45        |
| Grant                      | 227,700.00    | 227,700.00           | 112,111.39           | 5,236.48       | 117,347.87        | 110,352.13          |
| Professional Service Study | 83,000.00     | 83,000.00            | 76,160.75            | 0.00           | 76,160.75         | 6,839.25            |
| Report Total:              | 22,803,842.56 | 17,752,664.18        | 19,818,165.30        | 170,378.44     | 19,988,543.74     | 2,815,298.82        |



## Staff Summary

7/6/2026

Agenda Item # D.1.B.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Colette Baker, Code Enforcement Officer

**SUBJECT:** City Code Enforcement Summary

**BACKGROUND:**

**May 28<sup>th</sup> - June 24<sup>th</sup>**

Abandoned Signs 4

Animals and Fowl 4

Brush and Vegetation 9

Building Maintenance 2

Failure to Have Trash Can/Covered Can 1

Junk Vehicle 2

Nuisances Junk 18

Obstruction of ROW 1

Parking Restricted to Hard Surfaces 8

Tall Grass 72

Sidewalk Violation D 1

Cases Resolved 153

Current Open Cases 150

Citations 6

**FISCAL IMPACT:** .

**RECOMMENDATION:** .

**ATTACHMENTS:**

[None](#)

## Staff Summary

7/6/2026

Agenda Item # D.1.C.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole, Police Chief

**SUBJECT:** **Motion To Approve Step Up And Run Half Marathon And 5K Event**

**BACKGROUND:** Attached is a request for the annual Step Up and Run Half Marathon and 5K run. This event is scheduled for Saturday, September 5th 2026 with a start time of 7:00Am for the Half Marathon and 8:00 AM start for the 5K. This event is the same as in past years and consists of a temporary road closure at East Lakeshore Drive at Sunrise Park Rd and Sunrise Park Rd near the Lakeside City Limits.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Approve request

**ATTACHMENTS:**

1. Step Up Race Request

## Chris Cole

---

**From:** Step Up <stepupstormlake@yahoo.com>  
**Sent:** Tuesday, June 23, 2026 8:39 AM  
**To:** Chris Cole  
**Subject:** Permit Request: Step Up Storm Lake Race - September 5, 2026

[EXTERNAL] This email originated outside of City of Storm Lake.

Good morning, Chief Cole,

I hope you are doing great!

This year, again, we ask for your assistance with obtaining a street closure permit for the Step Up Storm Lake race, which will be held on Labor Day weekend.

The date of the race this year is **Saturday, September 5, 2026**, and it will start at Kings Pointe. We will require a brief street closure on **Sunrise Road at 6:45 AM and later at 7:40 AM** to ensure the safety of our participants. This year we are starting our half marathon at 7:00 am and 5k at 8am in the same spot.

The full race route can be viewed here: <https://certifiedroadraces.com/certificate/?type=l&id=IA19004MF>

Registration page: <https://runsignup.com/Race/IA/StormLake/StepUpStormLake>

I am currently working on securing the certificate of insurance and will forward it to you as soon as it is available.

Please let me know if you require any additional information from our end to facilitate this permit.

Thank you for your continued support of the Step Up Storm Lake event.

Sincerely,

Ofelia Rumbo  
Race Coordinator  
(712) 299-6454

[Step Up Storm Lake](#)



## Step Up Storm Lake Half Marathon Awaysis Park - Storm Lake, IA

Measured by Alex Syhlman on 8/4/19  
alex@truetimeracing.com



Certification Code: IA19004MF  
Effective: 8/29/2019-12/31/2029

**Start:** Sunrise Rd. far East  
lane on cross cut  
even with 1st light  
pole south of  
E. Lakeshore Dr.

**Finish:** 17ft 4.25 inches  
East of cross cut  
that is even with  
statue of boy with  
baseball glove



**Road Running Technical Council  
USA Track & Field**

**Measurement Certificate**



Name of the course Step Up Storm Lake Half Marathon Distance 21.0975 km  
 Location (state) Iowa (city) Storm Lake  
 Type of course: road race ☒ calibration course ☐  
 Measuring method: bicycle ☒ steel tape ☐ electronic distance meter ☐  
 Measured by (name, address, phone & e-mail) Alex Syhlman, 1828 E Thornton Ave., Des Moines, IA 50320  
515-450-1751 alex@truetimeracing.com  
 Race contact (name, address, phone & e-mail) Alex Syhlman, 1828 E Thornton Ave., Des Moines, IA 50320  
515-450-1751 alex@truetimeracing.com  
 Date(s) when course measured: August 4, 2019  
 Number of measurements of entire course: 2 Course Configuration: several out/back  
 Elevation (meters above sea level) Start 431 Finish 424 Highest 434 Lowest 422  
 Straight line distance between start & finish 340 meters Drop 0.3 m/km Separation 1.6 %  
 Type of surface: paved 100 % dirt      % gravel      % grass      % track      %  
 Effective date of certification: August 29, 2019 Certification code: IA19004MF

Notice to Race Director: Use this Certification Code  
in *all* public announcements relating to your race.

***Be It Officially Noted That***

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

**Verification of Course** — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

***This certification expires on December 31 in the year*** **2029**

**AS NATIONALLY CERTIFIED BY:**

*Michael Franke*

Date: August 30, 2019

Michael Franke – USATF/RRTC Certifier

1007 Walnut, P.O. Box 193, Dallas Center, IA 50063 (515) 992-3585 mfranke@q.com

## Step Up Storm Lake Half Marathon - mile point locations

### Mile 1:

South edge of house 304 Lakeshore Dr.

42°37'11.4"N 95°10'31.6"W

42.619839, -95.175430

### Mile 2:

Approximately 10ft before 1<sup>st</sup> evergreen on Perch St.

42°36'40.7"N 95°11'14.5"W

42.611295, -95.187370

### Mile 3:

North Edge of house 102 Elm (Lakeshore Dr)

42°36'57.6"N 95°10'41.4"W

42.616000, -95.178167

### Mile 4:

At tree 15ft before the 1<sup>st</sup> light pole north of the shelter on west side of the trail (north of Sunrise Campgrounds)

42°37'46.1"N 95°10'35.5"W

42.629480, -95.176533

### Mile 5:

2 feet west of light pole at corner of Chautauqua Park Drive and lake side trail along E. Lakeshore Dr.

42°38'09.6"N 95°11'32.1"W

42.636009, -95.192236

### Mile 6:

Approximately 40 ft NW of Trail intersection with W. Lakeshore Drive (across from SW end of BVU football field)

42°38'16.5"N 95°12'33.4"W

42.637912, -95.209263

### Mile 7:

East edge of drive at house 1600 W 4<sup>th</sup> Street

42°38'35.5"N 95°13'20.8"W

42.643200, -95.222447

### Mile 8:

Approximately 57 feet west of light pole at pier in Frank Starr Park

42°38'15.6"N 95°14'04.5"W

42.637653, -95.234575

## Staff Summary

7/6/2026

Agenda Item # D.1.D.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole, Police Chief

**SUBJECT:** **Motion To Approve BVU Welcome Week And Move In/Out Requests 2026.2027**

**BACKGROUND:** Attached are two requests from BVU for their "Welcome Week" and the 2026/27 Move in and out dates. These requests are similar to past years.

BVU is requesting noise variances and temporary road closures for the following dates and times:

Monday, August 24

8:00am - 12:00pm New student Move-in. BVU will put roadblocks in place to ensure one-way traffic going north to south on Grand Ave. From the corner of Grand Ave & West 4<sup>th</sup> to the corner of College Ave. And Lakeshore Drive

2:15pm- 2:30pm Amplified Music playing for the New Student Processional from Fieldhouse to Schaller Chapel; Campus Security will stop traffic to allow for the new student processional through the Arch for 15 minutes.

8pm-9pm Stadium Sound in use for New Student Activity- Playfair

9pm – 11:00pm Outdoor activities (lawn games, music) at BVU Rec House and music on outdoor speakers.

Tuesday, August 25

3pm-5pm Playing music and PA system announcements on Grand Ave. By the Arch Close Grand Ave. From the corner of Grand Ave. And W4th to the Tennis Courts for event 9pm – 11:00pm Outdoor activities (lawn games, music) at BVU Rec House and music on outdoor speakers.



Wednesday, August 26

7pm-10pm Live music in front of the Arch on Grand Ave.

Buena Vista University is requesting that on the dates listed below, the Storm Lake Police Department allow vehicles to park and load/unload on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College.

### **Move In Dates Move Out Dates**

August 11 Football

August 17 Fall Sports December 15-20 Students Move Out

August 24 Freshman Move in May 5<sup>th</sup>-9<sup>th</sup>- Graduation weekend

August 26 Returners Move in

Additionally, Buena Vista University is requesting that on the following dates and times listed below, the street closed for one-way traffic: Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street and Fourth from College to Early. We would also request that on these dates, Storm Lake Police Department allow vehicles to park and load/unload on the east side of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th from Grand to College.

August 24 - New Students arrive- 6:00 AM-3:00 PM

BVU agrees to complete the following guidelines to assist with move-in and move-out procedures:

- Buena Vista University will place temporary “No Parking” signs on the opposite sides of roads where parking is not allowed on these dates.
- Notices concerning the procedures for move-in and move-out will be disseminated to all students.
- Signs will be posted in residence halls reminding students of the move-in and move-out procedures.
- On the date when streets are closed for one-way traffic, BVU will place barricades to direct traffic, and we will review any

problems with the Police Department.

**FISCAL IMPACT:**      None

**RECOMMENDATION:** Approve Request

**ATTACHMENTS:**

1. [20260629084109004](#)

June 25, 2026

Chief Chris Cole  
Storm Lake Police Department  
401 East Milwaukee Ave.  
Storm Lake, Iowa 50588

Dear Chief Cole:

Buena Vista University is preparing for Welcome Week August 24-26, 2026, to welcome our new and returning students to campus. The following is an overview of the schedule with requests:

We are requesting noise variances for the following times:

Monday, August 24

|                  |                                                                                                                                                                                                                          |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8:00am - 12:00pm | New student Move-in. BVU will put roadblocks in place to ensure one-way traffic going north to south on Grand Ave. From the corner of Grand Ave & West 4 <sup>th</sup> to the corner of College Ave. And Lakeshore Drive |
| 2:15pm- 2:30pm   | Music playing for the New Student Processional from Fieldhouse to Schaller Chapel; Campus Security will stop traffic to allow for the new student processional through the Arch for 15 minutes.                          |
| 8pm-9pm          | Stadium Sound in use for New Student Activity- Playfair                                                                                                                                                                  |
| 9pm – 11:00pm    | Outdoor activities (lawn games, music) at BVU Rec House and music on outdoor speakers.                                                                                                                                   |

Tuesday, August 25

|               |                                                                                                                                                               |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3pm-5pm       | Playing music and PA system announcements on Grand Ave. By the Arch<br>Close Grand Ave. From the corner of Grand Ave. And W4th to the Tennis Courts for event |
| 9pm – 11:00pm | Outdoor activities (lawn games, music) at BVU Rec House and music on outdoor speakers.                                                                        |

Wednesday, August 26

|          |                                                                                    |
|----------|------------------------------------------------------------------------------------|
| 7pm-10pm | Live music in front of the Arch on Grand Ave. Featuring Andrew Hoyt & Adam Paddock |
|----------|------------------------------------------------------------------------------------|

We appreciate the city council's consideration of the above requests and if additional information is needed, please contact Sami Kay, Director of Community & Student Engagement at 712-749-2444 or by emailing [kays@bvu.edu](mailto:kays@bvu.edu) or Jes Garling, Director of Campus Security at 712-749-2502 or by emailing [garlingj@bvu.edu](mailto:garlingj@bvu.edu).

Thank you for your help making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,

Sami Kay  
**Director | Community & Student Engagement**  
712.749.2444  
610 West 4th St., Storm Lake, Iowa 50588  
[bvu.edu](http://bvu.edu)  
**GO BEAVERS!**

TO: Chief Chris Cole  
FROM: Jessica Garling, Director of Campus Security  
DATE: June 26, 2026

**RE: REQUESTED PLAN FOR MOVING STUDENTS IN AND OUT OF  
THE RESIDENCE HALLS FOR THE 2026-2027 ACADEMIC YEAR**

Buena Vista University is requesting that on the dates listed below, the Storm Lake Police Department allow vehicles to park and load/unload on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College.

**Move In Dates**

August 11      Football  
August 17      Fall Sports  
August 24      Freshman Move in  
August 26      Returners Move in

**Move Out Dates**

December 15-20 Students Move Out  
May 5<sup>th</sup>-9th- Graduation weekend

Additionally, Buena Vista University is requesting that on the following dates and times listed below, the street close for one-way traffic Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street and Fourth from College to Early. We would also request that on these dates, Storm Lake Police Department allow vehicles to park and load/unload on the east side of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th from Grand to College.

August 24 - New Students arrive- 6:00 AM-3:00 PM

We agree to complete the following guidelines to assist with move-in and move-out procedures:

- Buena Vista University will place temporary “No Parking” signs on the opposite sides of roads where parking is not allowed on these dates.
- Notices concerning the procedures for move-in and move-out will be disseminated to all students.
- Signs will be posted in residence halls reminding students of the move-in and move-out procedures.
- On the date when streets are closed for one-way traffic, BVU will place barricades to direct traffic, and we will review any problems with the Police Department.

Thank you for your continued support and attention to this request. Please call me at 712-749-2502 if you have any questions or concerns.

Sincerely,

Jessica Garling  
Director of Campus Security

## Staff Summary

7/6/2026

Agenda Item # D.1.E.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Tyler Gibbins, Finance Director

**SUBJECT:** **Motion To Approve The FY2027 Witter Gallery Grant Agreement**

**BACKGROUND:** During the budget workshop process for FY2026-2027, the City Council Awarded funds to non-profit agencies through outside agency funding application requests. As agreed during the application process, the City of Storm Lake and the awardees need to enter into a grant agreement in accordance with the Iowa Attorney General and Office of Auditor of State requirements.

The attached grant agreement for Witter Gallery outlines the public purpose for the expense of tax dollars and the terms and conditions which accompany these funds. The Witter Gallery application was a request for funds to be used for weather-proof window treatment.

Following the execution of the grant agreement, funds for Witter Gallery will be made available.

**FISCAL IMPACT:** During the FY2026-2027 budget process, the City Council awarded Witter Gallery \$6,000 from the general fund.

**RECOMMENDATION:** Approve the FY2027 Grant Agreement with Witter Gallery and authorize the Mayor and City Clerk to execute the agreement.

### ATTACHMENTS:

1. Grant Agreement 2026 - Witter Gallery
2. Witter Gallery FY2027 Grant Funding Application

**GRANT AGREEMENT  
IN SUPPORT OF  
WITTER GALLERY**

THIS GRANT AGREEMENT ("Agreement") is made on or as of July 1<sup>st</sup>, 2026, by and between the CITY OF STORM LAKE, IOWA ("City"), established pursuant to the Code of Iowa and acting under the authorization of Chapter 15A of the Code of Iowa, and WITTER GALLERY (the "Recipient").

WITNESSETH:

WHEREAS, the Recipient operates within City and the Recipient's operations, as further described herein, provide important services that improve quality of life within the City's community (the "Community Services"), which, in turn, helps the City to attract and retain residents and businesses within the City and thereby promotes economic development within the City; and

WHEREAS, the Recipient has requested grant funding from the City in support of the Recipient's operations that support economic development within the City and the City is willing to provide such funding pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Recipient Representations and Warranties. The Recipient makes the following representations and warranties:

a. During the term of this Agreement, the Recipient shall continue to operate within the City and provide the Community Services described on the Recipient's grant application, which application is attached hereto and incorporated by this reference.

b. The Recipient shall expend all Grant funds received from the City under this Agreement in compliance with all federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any applicant, employee, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

c. The Recipient's use of Grant funds received under this Agreement shall further the Recipient's ability to undertake and provide the Community Services.

Section 2. Grant Funding to Recipient.

a. The City agrees to provide the Recipient with the requested grant in the amount of \$6,000 (the "Grant"), for and in consideration of the Weather-Proof Window Treatment provided by Recipient, as more particularly described on Recipient's application, subject to the terms and conditions herein. The City intends to provide the Grant payment to Recipient within 90 days of execution of this Agreement.

b. At the time of each payment of a Grant, the Recipient must be in compliance with all terms of this Agreement, including timely filing of complete Annual Reports under Section 5 and proper use of any grant funds previously received.

Section 3. Local Purchasing. The Recipient shall make every effort to purchase locally in carrying out the Community Services. If a purchase is not made locally, the Recipient shall give written notification to the City Manager detailing the purchase so made and the reason the purchase was not made locally.

Section 4. Annual Reports.

a. After the execution of this Agreement and until the Termination Date (as defined in Section 10), the Recipient shall annually provide to the City, on or around each January 1, a report regarding: (i) an overview of the Community Services provided by the Recipient that were enabled by the Grant funding in the preceding year, (ii) a summary of how previously received Grant funds were used by the Recipient, and (iii) supporting documentation thereto (the "Annual Report"), which Annual Report shall be made by a duly authorized officer of the Recipient.

b. Upon receipt of the Recipient's Annual Report under this Section 4, the City shall review the report and may request additional substantiating information, including but not limited to invoices, receipts, and detailed information about any of the projects.

Section 5. Non-appropriation/Limitations on Grants.

a. Notwithstanding anything in this Agreement to the contrary, the Grant payment is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. 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, such a legal indebtedness 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.

b. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make a Grant to the Recipient if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction or an attorney retained by the City that the use of City funds to provide a Grant to the Recipient is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the provisions of the Iowa Code, as then constituted. Upon receipt any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to the Recipient and the City may terminate this Agreement, without penalty or other liability to the City, by written notice to the Recipient.

Section 6. Events of Default. If the Recipient (i) fails to substantially observe or perform any covenant, condition, or obligation under this Agreement and/or (ii) ceases to operate within the City, then an Event of Default under this Agreement shall have occurred.

Section 7. Remedies. If an Event of Default occurs, and the Recipient fails to cure the Event of Default within thirty (30) days after written notice from the City, the City may take any one or more of the following actions:

- a. Suspend payment of the Grant or demand repayment of the Grant, if previously paid; such repayment shall be due within thirty (30) days after the City makes a written demand for such repayment;
- b. Terminate this Agreement by delivering written notice to the Recipient; and/or
- c. Take any legal or equitable action deemed appropriate to enforce the Recipient's obligations under this Agreement.

Section 8. Notices. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Recipient, is addressed or delivered personally to 609 Cayuga Street; Attn: Julie Steinfeld; and

b. In the case of the City, is addressed to or delivered personally to the City of Storm Lake at, 620 Erie, Storm Lake, IA 50588; Attn: City Clerk.

Section 9. Conflicts of Interest. The Recipient will make commercially reasonable efforts to ensure that no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any potential Community Services undertaken in connection with this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any project that receives Grant funds.

Section 10. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the first anniversary of the date of the Agreement, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11. Miscellaneous.

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

b. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.



c. Successors. The Recipient's successors in interest are not third-party beneficiaries to the Grants under this Agreement and the parties do not intend that any rights in connection with the Grants be conferred upon any third party as a result of this Agreement.

d. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

e. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument. The signature pages of each counterpart may be combined to form one final recordable version of this Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

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, and the Recipient has caused this Agreement to be duly executed in its name and on its behalf by its authorized representative(s) all on or as of the day first above written.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

CITY OF STORM LAKE, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF BUENA VISTA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said State, personally appeared Margaret J. McKeon and Mayra A. Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

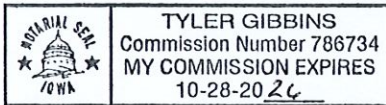
*[Signature page to Grant Agreement – City of Storm Lake, Iowa]*

WITTER GALLERY

By: Julie Steinfeld  
Print Name: Julie Steinfeld  
Its: President

STATE OF Iowa )  
COUNTY OF Buena Vista ) SS  
)

This record acknowledged before me on June 23<sup>rd</sup>, 2026 by  
Julie Steinfeld as the President of WITTER  
GALLERY.



[Signature]  
Notary Public in and for the State of Iowa

My commission expires: 10/28/2026

*[Signature page to Grant Agreement - Recipient]*

02362198\11149-1000



Application for City of Storm Lake Grant Funding

City of Storm Lake  
620 Erie Street P.O. Box 1086  
Storm Lake, IA 50588  
Phone #712-732-8000  
Fax #712-732-4114  
finance@stormlake.org

**DUE DATE: December 19<sup>th</sup>, 2025**

**In Person: City Hall 620 Erie St. Email: [gibbons@stormlake.org](mailto:gibbons@stormlake.org)**

Please complete entire application, answering questions in the provided space with appropriate and concise answers.

Name of Organization: **Witter Gallery**

Mailing Address: **609 Cayuga Street, Storm Lake, IA 50588**

Contact Person: **Julie Steinfeld**

Title: **President of the Witter Gallery Board**

Phone Number: **712.299.3216**

Tax/Corporate Status of Organization: **tax-exempt**

E-Mail Address: **juliesteinfeld@gmail.com**

Tax ID#: **42-1165174**

Amount Requested Fiscal Year 26/27: **\$13,000**

Explain how these funds will serve a Public Purpose:

While the value of access to the fine arts is often overlooked, it is an important component of a healthy community. Throughout history, access to and appreciation of the arts has been a reliable indicator of a high quality of life. In more recent decades, many respected studies have shown the positive results of art and music on emotional and mental health. Many people are turning to the arts as a source of hope, comfort and calm during difficult times. Witter Gallery is the center for the creation, exhibition, preservation and appreciation of fine arts in the Storm Lake area.

| <u>Previous</u> Funding<br>from the City of<br>Storm Lake | FY 23/24 | FY 24/25 | FY 25/26 |
|-----------------------------------------------------------|----------|----------|----------|
| Requested Funding                                         | \$18,000 | \$24,000 | \$18,000 |
| Allocated Funding                                         | \$12,000 | \$15,000 | 0        |



Describe the problem your project/program is attempting to prevent/solve or the issue(s) your project will address.

Witter Gallery is committed to continue to provide free admission to a wide range of art exhibitions, programs, and events to all local residents, as well as visitors to our area. Witter Gallery also provides art classes and encouragement to interested youth and adult students, of a kind that is not available elsewhere. In addition, we host free community and family-oriented events throughout the year. In particular, we need funding this upcoming year for the following:

- 1) Witter Gallery seeks weather-proof window treatments for the large windows on the west side of the building. The current windows leak terribly. Upgrading will lower costs for heating and cooling, and will also help protect artwork and exhibits. Initial estimates include \$6K for double-thick roller shades including installation.
- 2) We are asking for \$1.5K for painting the walls of the Gallery, which have not been done for 30 years. Costs include paint and labor.
- 3) We hope to revamp our storage area by building a storage unit to organize and protect our art collection. Cost of the storage unit including installation would be \$4.5K.
- 4) Three additional drawers for our Maker's Space for additional storage. Cost estimate is \$1K.

How many people does this project/program serve?

Witter Gallery has continued to grow over the past year. Visitors to the exhibits during our regular open hours and participants in our regular art classes and summer art camps for children have continued to increase significantly. This year we have invited guest speakers to come to the gallery and offer their expertise. Witter sponsors activities at the Star Spangled Spectacular, Halloween, Dia de los Muertos, Breakfast with Santa, Wood Wine and Blues, Miracle on Lake Avenue, and several other community events – all free of charge to the community. We also provide personalized art activities for interested groups and partner with other community organizations throughout the year. Our potential reach is bounded only by creative ideas and the population of northwest Iowa.

Do any exclusions apply to who can participate in the project/program? If so, please explain.

There are no exclusions. Witter Gallery programs are all open to the public.

If you received funding from the City during the previous year, please provide an explanation and documentation on how the funds were used.

We received no funding from the City of Storm Lake last year.

What other ways does your organization raise funds for the operation and/or program/project you are requesting City funds for?

More than 75% of our annual operating budget is covered by other sources. These include annual memberships, exhibit sponsors, small fees for art classes, individual donations, small grants and our multiple fundraising events during the year.

### Organizational Budget

(This budget should show all the expected revenues and expenditures for your ORGANIZATION. *Any Financial Statements or Budgets containing the requested information may be submitted in lieu of the following sections.*

☐ Calendar Year (Jan.-Dec.)

☐ Fiscal Year (July-June)

☐ Federal Fiscal Year (Oct.-Sept.)

|    | Revenues                                | Previous Year | Current Year | Next Year |
|----|-----------------------------------------|---------------|--------------|-----------|
| 1  | Fees                                    |               |              |           |
| 2  | Federal Funding                         |               |              |           |
| 3  | State Funding                           |               |              |           |
| 4  | Buena Vista County Funding              |               |              |           |
| 5  | City of Storm Lake Funding              |               |              |           |
| 6  | Other Governmental Funding (list below) | XXXXXX        | XXXXXX       | XXXXXX    |
|    |                                         |               |              |           |
|    |                                         |               |              |           |
| 7  | Fundraising                             |               |              |           |
| 8  | Donations                               |               |              |           |
| 9  | Other Funds (list below)                | XXXXXX        | XXXXXX       | XXXXXX    |
|    |                                         |               |              |           |
|    |                                         |               |              |           |
|    |                                         |               |              |           |
|    | <u>Total Revenue</u>                    |               |              |           |
|    | Expenses                                |               |              |           |
| 10 | Salaries, Wages, Benefits               |               |              |           |
| 11 | Contractual Costs                       |               |              |           |
| 12 | Facilities Costs (Utilities/Rent)       |               |              |           |
| 13 | Materials/Supplies                      |               |              |           |
| 14 | Other Expenses (list below)             | XXXXXX        | XXXXXX       | XXXXXX    |
|    |                                         |               |              |           |
|    |                                         |               |              |           |
|    |                                         |               |              |           |
| 16 | <u>Total Expenses</u>                   |               |              |           |
| 17 | <u>Net Gain (Loss)</u>                  |               |              |           |

- A. Organizations may submit additional documents supporting their request.
- B. Projects/programs that are funded should be prepared to submit a year-end report to show how the money was used and if results were achieved.

CERTIFICATION:

- ✓ The undersigned is prepared to execute a 28E agreement with the City of Storm Lake.
- ✓ The undersigned will provide the City of Storm Lake current budget and last year's budget.
- ✓ The undersigned will provide any financial documents records or statements upon request to verify proper use of funds.
- ✓ The undersigned will not discriminate based on race, religion, age, sex, or natural origin.

The undersigned understands that payments on approval requests will be made only after receipt of a written request along with any required documentation and at a time that is in the best interest of the City of Storm Lake for purposes of cash flows.

---

Applicant Organization **Witter Gallery**

---

Representative Signature *Julie Steinfeld* Date **12/16/2025**

Completed Applications are due by **4:00 P.M. Friday, December 19, 2025**. Any applications received after this date will not be accepted.

The City of Storm Lake will hold a Question & Answer session on the grant application requests on **Monday, February 2nd, 2026, at 5:00PM in the Storm Lake Council Chambers** located at 620 Erie Street, Storm Lake, Iowa. At that time applicants will be given three (3) minutes to explain their program and/or proposal to the City Council. At this time the Council may ask questions of the applicant. Determination of the level of funding will be made at the budget workshop in early 2026; the specific date will be announced later upon formal approval of the FY 2027 Budget.

## Staff Summary

7/6/2026

Agenda Item # D.1.F.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Tyler Gibbins, Finance Director

**SUBJECT:** **Motion To Approve The FY2027 Upper Des Moines Grant Agreement**

**BACKGROUND:** During the budget workshop process for FY2026-2027, the City Council Awarded funds to non-profit agencies through outside agency funding application requests. As agreed during the application process, the City of Storm Lake and the awardees need to enter into a grant agreement in accordance with the Iowa Attorney General and Office of Auditor of State requirements.

The attached grant agreement for Upper Des Moines outlines the public purpose for the expense of tax dollars and the terms and conditions which accompany these funds. The Upper Des Moines application was a request for funds to be used for emergency financial assistance for residence.

Following the execution of the grant agreement, funds for Upper Des Moines will be made available.

**FISCAL IMPACT:** During the FY2026-2027 budget process, the City Council awarded Upper Des Moines \$15,000 from the general fund.

**RECOMMENDATION:** Approve the FY2027 Grant Agreement with Upper Des Moines and authorize the Mayor and City Clerk to execute the agreement.

**ATTACHMENTS:**

1. Grant Agreement 2026- UDMO
2. UDMO FY2027 Grant Funding Application



**GRANT AGREEMENT  
IN SUPPORT OF  
UPPER DES MOINES OPPORTUNITY, INC.**

THIS GRANT AGREEMENT ("Agreement") is made on or as of June 16, 2026, by and between the CITY OF STORM LAKE, IOWA ("City"), established pursuant to the Code of Iowa and acting under the authorization of Chapter 15A of the Code of Iowa, and UPPER DES MOINES OPPORTUNITY, INC. (the "Recipient").

WITNESSETH:

WHEREAS, the Recipient operates within City and the Recipient's operations, as further described herein, provide important services that improve quality of life within the City's community (the "Community Services"), which, in turn, helps the City to attract and retain residents and businesses within the City and thereby promotes economic development within the City; and

WHEREAS, the Recipient has requested grant funding from the City in support of the Recipient's operations that support economic development within the City and the City is willing to provide such funding pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Recipient Representations and Warranties. The Recipient makes the following representations and warranties:

- a. During the term of this Agreement, the Recipient shall continue to operate within the City and provide the Community Services described on the Recipient's grant application, which application is attached hereto and incorporated by this reference.
- b. The Recipient shall expend all Grant funds received from the City under this Agreement in compliance with all federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any applicant, employee, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.
- c. The Recipient's use of Grant funds received under this Agreement shall further the Recipient's ability to undertake and provide the Community Services.

Section 2. Grant Funding to Recipient.

- a. The City agrees to provide the Recipient with the requested grant in the amount of \$15,000 (the "Grant"), for and in consideration of the Community Services provided by Recipient, as more particularly described on Recipient's application, subject to the terms and conditions herein. The City intends to provide the Grant payment to Recipient within 90 days of execution of this Agreement.

b. At the time of each payment of a Grant, the Recipient must be in compliance with all terms of this Agreement, including timely filing of complete Annual Reports under Section 5 and proper use of any grant funds previously received.

Section 3. Local Purchasing. The Recipient shall make every effort to purchase locally in carrying out the Community Services. If a purchase is not made locally, the Recipient shall give written notification to the City Manager detailing the purchase so made and the reason the purchase was not made locally.

Section 4. Annual Reports.

a. After the execution of this Agreement and until the Termination Date (as defined in Section 10), the Recipient shall annually provide to the City, on or around each January 1, a report regarding: (i) an overview of the Community Services provided by the Recipient that were enabled by the Grant funding in the preceding year, (ii) a summary of how previously received Grant funds were used by the Recipient, and (iii) supporting documentation thereto (the "Annual Report"), which Annual Report shall be made by a duly authorized officer of the Recipient.

b. Upon receipt of the Recipient's Annual Report under this Section 4, the City shall review the report and may request additional substantiating information, including but not limited to invoices, receipts, and detailed information about any of the projects.

Section 5. Non-appropriation/Limitations on Grants.

a. Notwithstanding anything in this Agreement to the contrary, the Grant payment is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. 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, such a legal indebtedness 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.

b. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make a Grant to the Recipient if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction or an attorney retained by the City that the use of City funds to provide a Grant to the Recipient is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the provisions of the Iowa Code, as then constituted. Upon receipt any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to the Recipient and the City may terminate this Agreement, without penalty or other liability to the City, by written notice to the Recipient.

Section 6. Events of Default. If the Recipient (i) fails to substantially observe or perform any covenant, condition, or obligation under this Agreement and/or (ii) ceases to operate within the City, then an Event of Default under this Agreement shall have occurred.

Section 7. Remedies. If an Event of Default occurs, and the Recipient fails to cure the Event of Default within thirty (30) days after written notice from the City, the City may take any one or more of the following actions:

- a. Suspend payment of the Grant or demand repayment of the Grant, if previously paid; such repayment shall be due within thirty (30) days after the City makes a written demand for such repayment;
- b. Terminate this Agreement by delivering written notice to the Recipient; and/or
- c. Take any legal or equitable action deemed appropriate to enforce the Recipient's obligations under this Agreement.

Section 8. Notices. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Recipient, is addressed or delivered personally to \_\_\_ 620 Michigan Street, Storm Lake, IA 50588 \_\_\_; Attn: ~~Alice Schlie~~ Heather Lundberg; and

b. In the case of the City, is addressed to or delivered personally to the City of Storm Lake at, 620 Erie Street, Storm Lake, IA 50588; Attn: City Clerk.

Section 9. Conflicts of Interest. The Recipient will make commercially reasonable efforts to ensure that no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any potential Community Services undertaken in connection with this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any project that receives Grant funds.

Section 10. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the first anniversary of the date of the Agreement, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11. Miscellaneous.

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

b. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

c. Successors. The Recipient's successors in interest are not third-party beneficiaries to the Grants under this Agreement and the parties do not intend that any rights in connection with the Grants be conferred upon any third party as a result of this Agreement.

d. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

e. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument. The signature pages of each counterpart may be combined to form one final recordable version of this Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

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, and the Recipient has caused this Agreement to be duly executed in its name and on its behalf by its authorized representative(s) all on or as of the day first above written.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

CITY OF STORM LAKE, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF BUENA VISTA )

Notary Public in and for the State of Iowa

*[Signature page to Grant Agreement – City of Storm Lake, Iowa]*

UPPER DES MOINES OPPORTUNITY, INC.

By: Julie Edwards

Print Name: Julie Edwards

Its: Executive Director

STATE OF Iowa

)  
) SS  
)

COUNTY OF Palo Alto

This record acknowledged before me on June 16, 2026 by  
Dawn M. Hoffman as the Notary Public of UPPER DES  
MOINES OPPORTUNITY, INC.



Dawn M. Hoffman  
Notary Public in and for the State of Iowa

My commission expires: 9/20/27

*[Signature page to Grant Agreement - Recipient]*

02362198\11149-1000



## Application for City of Storm Lake Grant Funding

City of Storm Lake  
620 Erie Street P.O. Box 1086  
Storm Lake, IA 50588  
Phone #712-732-8000  
Fax #712-732-4114  
finance@stormlake.org

**DUE DATE: December 19<sup>th</sup>, 2025**

**In Person: City Hall 620 Erie St. Email: [gibbins@stormlake.org](mailto:gibbins@stormlake.org) or [finance@stormlake.org](mailto:finance@stormlake.org)**

Please complete entire application, answering questions in the provided space with appropriate and concise answers.

Name of Organization: Upper Des Moines Opportunity, Inc.

Mailing Address: 620 Michigan Street, Storm Lake, IA 50588

Contact Person: Alisa Schlieff or Shakira Meyer Title: Family Services Director  
Director of Development, Compliance & Reporting  
(Available During the Day)

Phone Number: A: 515-570-0767 Tax/Corporate Status of Organization: Tax-Exempt-Private  
S: 712-298-1447

E-Mail Address: aschlieff@udmo.com Tax ID#: 42-0923424  
smeyer@udmo.com

Amount Requested Fiscal Year 26/27: \$20,000

Explain how these funds will serve a Public Purpose:

Upper Des Moines Opportunity, Inc. (UDMO) respectfully requests funding to support our Outreach Client Services program for income-eligible residents of Storm Lake. These funds will provide emergency financial assistance to help families meet their basic needs. By addressing urgent needs such as housing stability, utilities, food, and essential household items, UDMO helps ensure that individuals and families remain safely in their homes, remain employed with local businesses, keep their children enrolled in local schools, and continue contributing positively to the community.

This program serves a vital public purpose by promoting economic stability, reducing the risk of homelessness, and supporting the well-being of vulnerable populations. By helping families maintain stability, UDMO strengthens the overall health, cohesion, and resilience of the Storm Lake community.

| Previous Funding from the City of Storm Lake | FY 23/24 | FY 24/25 | FY 25/26 |
|----------------------------------------------|----------|----------|----------|
| Requested Funding                            | \$10,000 | \$20,000 | \$22,000 |
| Allocated Funding                            | \$15,000 | \$20,000 | \$15,000 |

Describe the problem your project/program is attempting to prevent/solve or the issue(s) your project will address.

Upper Des Moines Opportunity, Inc. offers many core programs and services to meet the emerging needs of individuals and families in the City of Storm Lake and throughout Buena Vista County who are challenged by low incomes and poverty. While, the number of individuals and families that need assistance varies from year to year, the overall demand for the range of client services remains high. Client services may include, but are not limited to, assistance with utility payments outside the LIHEAP moratorium season of November – April annually, assistance with food and non-food essentials (non-food includes hygiene and personal care items), a visit to the Birthday Room to help make their child's/children's day special, participation in CHORE (a program for individuals over age 60 that helps pay a small portion for household chores one time per year, such as snow removal, basic lawn care, etc.) or accessing the Baby Room to obtain essentials to care for their infant. These services are designed to meet both immediate needs and enhance the overall well-being of individuals and families in the community, helping them maintain stability and dignity.

How many people does this project/program serve?

During Fiscal Year 2025 (October 1, 2024 – September 30, 2025), 2,786 individuals from 1,048 unique households in Buena Vista County received assistance through one or more of UDMO's Outreach Client Services programs. Of these, 2,161 individuals from 713 households reside in the City of Storm Lake, including:

\*846 children (ages 0–17)

\*1,067 adults (ages 18–59)

\*229 retirees and seniors (ages 60+)

This data reflects the broad impact of UDMO's client services in addressing the needs of families and individuals across all age groups in Buena Vista County, with a particular focus on the residents of Storm Lake.

Do any exclusions apply to who can participate in the project/program? If so, please explain.

Participation in UDMO programs and services is subject to the Federal Poverty Levels (FPL). The maximum income for participation is currently set at 200% of FPL by UDMO Federal and State funders (200% FPL is a total annual household income ranging from \$31,300 for a single individual or up to \$64,300 for a family of 4; a full chart of UDMO programs and FPL can be found at <https://www.udmo.com/wp-content/uploads/2025/10/PovertyIncomeGuidelinesChartFY2026.pdf>).

If you received funding from the City during the previous year, please provide an explanation and documentation on how the funds were used.

Funding from the City of Storm Lake in the previous fiscal year was fully expended and used to support Emergency Client Service. The funds helped provide emergency financial assistance to ensure the basic needs of families were met, much of that need included food assistance. During FY24, October 1, 2024 to September 30, 2025, UDMO provided food assistance valuing nearly \$300,000 to residents of Storm Lake. UDMO also provided Energy Crisis assistance with over \$22,000 to ensure utility service continuity.

What other ways does your organization raise funds for the operation and/or program/project you are requesting City funds for?

UDMO actively seeks funding opportunities and welcomes financial donations to address emerging needs within the communities we serve. We are committed to expanding our funding sources, including foundations, individual contributions, and other grants, to ensure we can provide the highest level of service to those in need.

Specifically, for our Client Services program in Buena Vista County, UDMO pursues funding through state grants, local foundation grants, and private donations. The remaining program needs are co-funded through the Community Services Block Grant (CSBG), administered by the Iowa Department of Health and Human Services. Importantly, all funds raised in Buena Vista County and/or Storm Lake are allocated exclusively within the respective county or city to directly benefit local residents.

This approach ensures that community support remains local, maximizing the impact of every contribution and enabling UDMO to continue delivering essential services effectively.



## Organizational Budget

(This budget should show all the expected revenues and expenditures for your **ORGANIZATION**. *Any Financial Statements or Budgets containing the requested information may be submitted in lieu of the following sections.*

☐ Calendar Year (Jan.-Dec.)

☐ Fiscal Year (July-June)

☒ Federal Fiscal Year (Oct.-Sept.)

|    | Revenues                                                 | Previous Year | Current Year | Next Year |
|----|----------------------------------------------------------|---------------|--------------|-----------|
| 1  | Fees                                                     |               |              |           |
| 2  | Federal Funding                                          | \$14,654,397  | \$14,988,826 |           |
| 3  | State Funding                                            | 1,652,070     | \$1,181,829  |           |
| 4  | Buena Vista County Funding                               | 15,000        | \$16,500     |           |
| 5  | <b>City of Storm Lake Funding</b>                        | 16,050        | \$20,000     |           |
| 6  | Other Governmental Funding (list below)                  | XXXXXX        | XXXXXX       | XXXXXX    |
|    | Other County Funding (Excluding BV)                      | \$127,125     | \$148,000    |           |
|    | Other City Funding (Excluding Storm Lake)                | \$29,574      | \$32,011     |           |
| 7  | Fundraising                                              |               |              |           |
| 8  | Donations                                                | \$483,615     | \$617,850    |           |
| 9  | Other Funds (list below)                                 | XXXXXX        | XXXXXX       | XXXXXX    |
|    | Rental Income                                            | \$211,654     | \$115,865    |           |
|    | Other Income, Program Income, Interest, Indirect Revenue | \$1,763,882   | \$1,435,313  |           |
|    | In Kind                                                  | \$2,658,197   | \$2,560,864  |           |
|    | <b>Total Revenue</b>                                     | \$21,611,562  | \$21,117,059 |           |
|    | <b>Expenses</b>                                          |               |              |           |
| 10 | Salaries, Wages, Benefits                                | \$9,150,816   | \$9,668,624  |           |
| 11 | Contractual Costs                                        | \$743,140     | \$829,714    |           |
| 12 | Facilities Costs (Utilities/Rent)                        | \$599,784     | \$892,287    |           |
| 13 | Materials/Supplies                                       | \$824,293     | \$416,933    |           |
| 14 | Other Expenses (list below)                              | XXXXXX        | XXXXXX       | XXXXXX    |
|    | Client Services                                          | \$6,392,980   | \$4,318,623  |           |
|    | Other Operational/Travel/Indirect Costs                  | \$976,349     | \$1,554,703  |           |
|    | In Kind (Head Start, Shared Visions)                     | \$2,658,197   | \$2,560,864  |           |
| 16 | <b>Total Expenses</b>                                    | \$21,345,558  | \$20,241,748 |           |
| 17 | <b>Net Gain (Loss)</b>                                   | \$266,005     | \$875,311    |           |

- A. Organizations may submit additional documents supporting their request.
- B. Projects/programs that are funded should be prepared to submit a year-end report to show how the money was used and if results were achieved.

CERTIFICATION:

- ☒ The undersigned is prepared to execute a Grant Agreement with the City of Storm Lake.
- ☒ The undersigned will provide the City of Storm Lake current budget and last year's budget.
- ☒ **The undersigned will provide any financial documents records or statements upon request to verify proper use of funds.**
- ☒ The undersigned will not discriminate based on race, religion, age, sex, or natural origin.

The undersigned understands that payments on approval requests will be made only after receipt of a written request along with any required documentation and at a time that is in the best interest of the City of Storm Lake for purposes of cash flows.

Upper Des Moines Opportunity, Inc.

Applicant Organization

  
Representative Signature

12/16/2025

Completed Applications are due by **4:00 P.M. Friday, December 19<sup>th</sup>, 2025**. Any applications received after this date will not be accepted.

The City of Storm Lake will hold a Question & Answer session on the grant application requests on **Monday, February 2<sup>nd</sup>, 2026**, at **5:00PM in the Storm Lake Council Chambers** located at 620 Erie Street, Storm Lake, Iowa. At that time applicants will be given three (3) minutes to explain their program and/or proposal to the City Council. At this time the Council may ask questions of the applicant. Determination of the level of funding will be made at the budget workshop in early 2026; the specific date will be announced later upon formal approval of the FY 2027 Budget.

## Staff Summary

7/6/2026

Agenda Item # D.1.G.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Tyler Gibbins, Finance Director

**SUBJECT:** **Motion To Approve The FY2027 Imagine The Possibilities Grant Agreement**

**BACKGROUND:** During the budget workshop process for FY2026-2027, the City Council Awarded funds to non-profit agencies through outside agency funding application requests. As agreed during the application process, the City of Storm Lake and the awardees need to enter into a grant agreement in accordance with the Iowa Attorney General and Office of Auditor of State requirements.

The attached grant agreement for Imagine the Possibilities outlines the public purpose for the waiving of fees for the use of Chautauqua Park Shelter and the terms and condition which accompany this request.

Following the execution of the grant agreement, use of the shelter house will be made available to Imagine the possibilities through June 30th, 2027.

**FISCAL IMPACT:** The fiscal impact of waiving the fees for the use of the shelter house is estimated at \$1,540 (\$5,280 for a full fiscal year) with the waiving of the \$200 deposit. Imagine the Possibilities will be invoices for any cleaning or damages sustained during their use of the facility.

**RECOMMENDATION:** Approve the FY2027 Grant Agreement with Imagine the Possibilities and authorize the Mayor and City Clerk to execute the agreement.

**ATTACHMENTS:**

1. [Grant Agreement 2026 - Imagine the Possibilities](#)

**GRANT AGREEMENT  
IN SUPPORT OF  
IMAGINE THE POSSIBILITIES**

THIS GRANT AGREEMENT ("Agreement") is made on or as of July 1<sup>st</sup>, 2026, by and between the CITY OF STORM LAKE, IOWA ("City"), established pursuant to the Code of Iowa and acting under the authorization of Chapter 15A of the Code of Iowa, and IMAGINE THE POSSIBILITIES (the "Recipient").

WITNESSETH:

WHEREAS, the Recipient operates within City and the Recipient's operations, as further described herein, provide important services that improve quality of life within the City's community (the "Community Services"), which, in turn, helps the City to attract and retain residents and businesses within the City and thereby promotes economic development within the City; and

WHEREAS, the Recipient has requested grant funding from the City in support of the Recipient's operations that support economic development within the City and the City is willing to provide such funding pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Recipient Representations and Warranties. The Recipient makes the following representations and warranties:

a. During the term of this Agreement, the Recipient shall continue to operate within the City and provide the Community Services described on the Recipient's grant application, which application is attached hereto and incorporated by this reference.

b. The Recipient shall expend all Grant funds received from the City under this Agreement in compliance with all federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any applicant, employee, or customer because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

c. The Recipient's use of Grant funds received under this Agreement shall further the Recipient's ability to undertake and provide the Community Services.

Section 2. Grant Funding to Recipient.

a. The City agrees to provide the Recipient with the requested grant in the amount of \$5,280 (the "Grant"), for and in consideration of the Community Services provided by Recipient, as more particularly described on Recipient's application, subject to the terms and conditions herein. In lieu of monetary disbursement, the City intends to make available, at no cost, the Chautauqua Park Shelter House for monthly programming. A deposit of \$200 will be waived and

Imagine the Possibilities will be invoiced for any cleaning or damage sustained during their use of the facility.

b. At the time of each payment of a Grant, the Recipient must be in compliance with all terms of this Agreement, including timely filing of complete Annual Reports under Section 5 and proper use of any grant funds previously received.

Section 3. Local Purchasing. The Recipient shall make every effort to purchase locally in carrying out the Community Services. If a purchase is not made locally, the Recipient shall give written notification to the City Manager detailing the purchase so made and the reason the purchase was not made locally.

Section 4. Annual Reports.

a. After the execution of this Agreement and until the Termination Date (as defined in Section 10), the Recipient shall annually provide to the City, on or around each January 1, a report regarding: (i) an overview of the Community Services provided by the Recipient that were enabled by the Grant funding in the preceding year, (ii) a summary of how previously received Grant funds were used by the Recipient, and (iii) supporting documentation thereto (the "Annual Report"), which Annual Report shall be made by a duly authorized officer of the Recipient.

b. Upon receipt of the Recipient's Annual Report under this Section 4, the City shall review the report and may request additional substantiating information, including but not limited to invoices, receipts, and detailed information about any of the projects.

Section 5. Non-appropriation/Limitations on Grants.

a. Notwithstanding anything in this Agreement to the contrary, the Grant payment is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. 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, such a legal indebtedness 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.

b. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make a Grant to the Recipient if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction or an attorney retained by the City that the use of City funds to provide a Grant to the Recipient is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the provisions of the Iowa Code, as then constituted. Upon receipt any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to the Recipient and the

City may terminate this Agreement, without penalty or other liability to the City, by written notice to the Recipient.

Section 6. Events of Default. If the Recipient (i) fails to substantially observe or perform any covenant, condition, or obligation under this Agreement and/or (ii) ceases to operate within the City, then an Event of Default under this Agreement shall have occurred.

Section 7. Remedies. If an Event of Default occurs, and the Recipient fails to cure the Event of Default within thirty (30) days after written notice from the City, the City may take any one or more of the following actions:

- a. Suspend payment of the Grant or demand repayment of the Grant, if previously paid; such repayment shall be due within thirty (30) days after the City makes a written demand for such repayment;
- b. Terminate this Agreement by delivering written notice to the Recipient; and/or
- c. Take any legal or equitable action deemed appropriate to enforce the Recipient's obligations under this Agreement.

Section 8. Notices. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Recipient, is addressed or delivered personally to Imagine the Possibilities; Attn: Anita Schlender, 1607 N Lake Ave, Storm Lake, IA 50588; and
- b. In the case of the City, is addressed to or delivered personally to the City of Storm Lake at, 620 Erie Street, Storm Lake, IA 50588; Attn: City Clerk.

Section 9. Conflicts of Interest. The Recipient will make commercially reasonable efforts to ensure that no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any potential Community Services undertaken in connection with this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any project that receives Grant funds.

Section 10. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the first anniversary of the date of the Agreement, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11. Miscellaneous.

- a. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- b. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all

prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

c. Successors. The Recipient's successors in interest are not third-party beneficiaries to the Grants under this Agreement and the parties do not intend that any rights in connection with the Grants be conferred upon any third party as a result of this Agreement.

d. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

e. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument. The signature pages of each counterpart may be combined to form one final recordable version of this Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

g. Rental Conflicts. The recipient is aware that there may occasionally be an upsurge in demand for the Chautauqua Park Shelter House. In the event that the City receives a rental request at a time and date that conflicts with the recipient's requests, the City retains the right to grant the paying customer use of the Chautauqua Park Shelter House and notify the recipient, at which point the recipient may ask for a different date.

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, and the Recipient has caused this Agreement to be duly executed in its name and on its behalf by its authorized representative(s) all on or as of the day first above written.

*[Remainder of this page intentionally left blank. Signature pages to follow.]*



IMAGINE THE POSSIBILITIES

By: Anita Schlender

Print Name: Anita Schlender

Its: Director of Services

STATE OF Iowa

)

) SS

COUNTY OF Buena Vista

)

This record acknowledged before me on June 26<sup>th</sup>, 2026 by Anita Schlender as the Director of Services of IMGAINE THE POSSIBILITIES.



[Signature]  
Notary Public in and for the State of Iowa

My commission expires: 10/28/2026

*[Signature page to Grant Agreement - Recipient]*

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CITY OF STORM LAKE, IOWA

ATTEST:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said State, personally appeared Margaret J. McKeon and Mayra A. Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

*[Signature page to Grant Agreement – City of Storm Lake, Iowa]*

## Staff Summary

7/6/2026

Agenda Item # F.1.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole, Police Chief

**SUBJECT:** **Motion To Approve Noise Variance Request 316 Ontario Street**

**BACKGROUND:** Mayra Torres has requested a noise variance for an outdoor wedding with reception scheduled for Saturday, July 18, 2026, from 4:00 p.m. to 6:00 p.m. The event will feature amplified music, including live entertainment and a DJ, and will be held in the backyard of 316 Ontario Street in Storm Lake.

**FISCAL IMPACT:** None

**RECOMMENDATION:** vote on request

**ATTACHMENTS:**

None

## Staff Summary

7/6/2026

Agenda Item # F.2.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole, Police Chief

**SUBJECT:** **Motion To Approve Kiwanis Beavers Bike Ride Request**

**BACKGROUND:** The Kiwanis Beavers are requesting a permit for a bicycle ride as part of the SLU Wood, Wine & Blues event on Saturday, August 29, 2026. The ride will begin at Sunset Park at approximately 9:30 a.m. and will take place on public streets. Participants will travel along the lake, exit the city limits on C-63, and return to Storm Lake via the same route, with the ride concluding at Puffs at approximately 12:30 p.m. (See attached map.)  
This is intended to be a leisurely ride, with an estimated 60 participants.

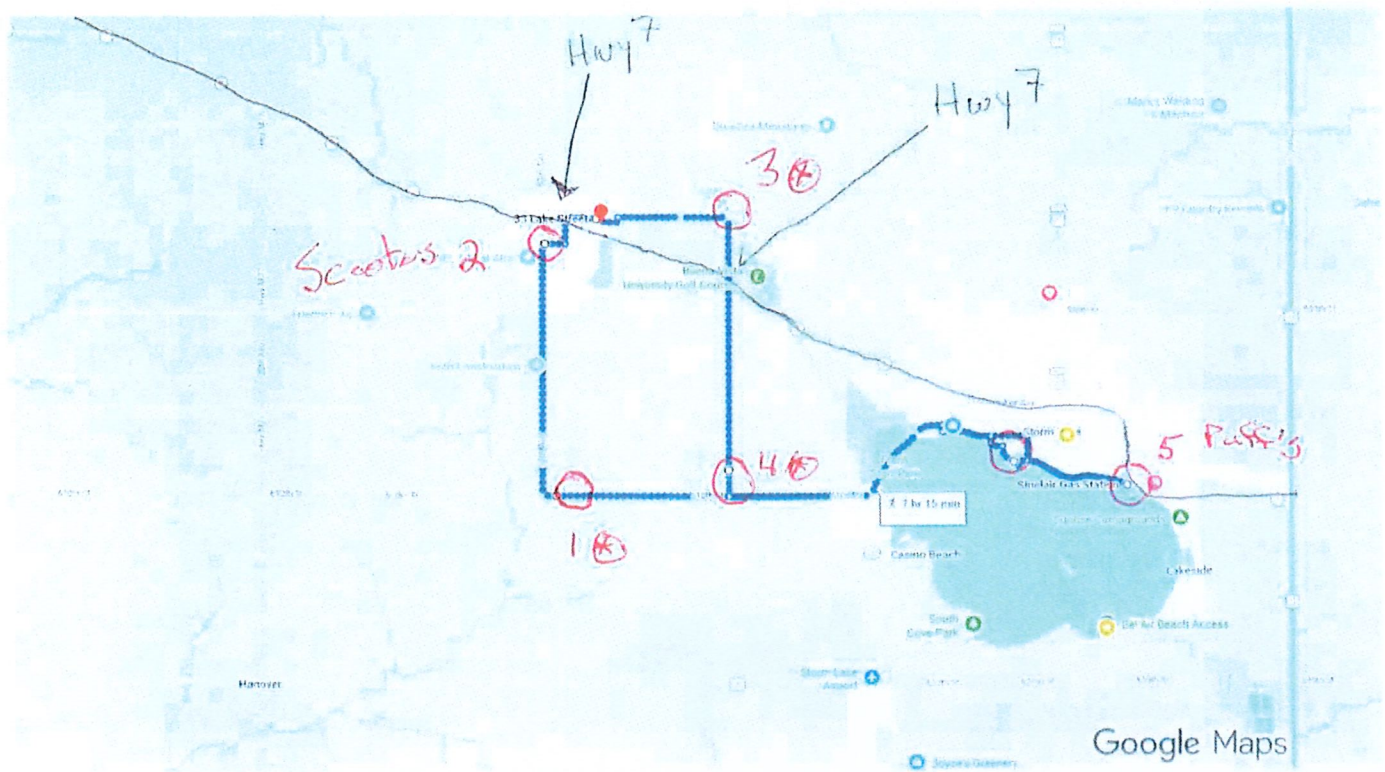
A copy of liability Insurance will be provided to the city prior to the event.

**FISCAL IMPACT:** None

**RECOMMENDATION:** vote on request

**ATTACHMENTS:**

1. [Route Proposal](#)



Imagery ©2026, Map data ©2026 Google 1 mi



via Co Hwy M31 and 610th St 7 hr 15 min

20.0 miles

↑ 292 ft · ↓ 299 ft



### ROUTE PROPOSAL > APPROXIMATELY 20 MILE LOOP FROM SUNSET PARK

SUNSET PARK > BVU > FRANK STARR PARK > EMERALD DRIVE TO 610th STREET  
(PRONTO ROAD or C-63)

①

>to 50th Ave north to SCOOTERS IN ALTA

2

> N.Main Street \*cross over HWY 7 turn east on North 1st Street past the fair grounds ON  
580TH STREET

③

> turn south on VILLA ROAD or 70th Ave along past Lake Creek Golf Course

> \*cross over HWY 7 on to the new Platinum Crush Road and then

④

> turn east on C-63 or PRONTO ROAD (610th Street)

>back to Sunset Park Finish.

## Staff Summary

7/6/2026

Agenda Item # F.3.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Lee Dutfield, Development Services Specialist

**SUBJECT:** **Motion to Approve a Temporary Street Closure of the 500 Block of Lake Avenue for the Ridiculous Days Farmers' Market.**

**BACKGROUND:** Attached is a request from Storm Lake United for a temporary street closure to accommodate the Farmers' Market. They are requesting to close the 500 block of Lake Avenue on Thursday, July 16, 2026, from 3:00 p.m. to 7:00 p.m. and on Saturday, July 18, 2026, from 8:00 a.m. to 12:00 p.m., in conjunction with the Ridiculous Days event.

**FISCAL IMPACT:** There is No Fiscal Impact

**RECOMMENDATION:** Approve Motion

**ATTACHMENTS:**

1. Event Application SLU Street Closure 26



City of Storm Lake  
PO Box 1086  
Storm Lake, Iowa 50588  
712-732-8000  
cityclerk@stormlake.org  
www.stormlake.org

## City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

|                           |                               |                        |                           |      |       |
|---------------------------|-------------------------------|------------------------|---------------------------|------|-------|
| Name of Requesting Party: | Storm Lake United/Laura Hanks | Phone #:               | 712-732-3780              |      |       |
| Mailing Address:          | 119 west 6th street           | Email:                 | laura@stormlakeunited.com |      |       |
| City:                     | Storm Lake                    | State:                 | Iowa                      | Zip: | 50588 |
| Cell Phone:               | 712-660-9978                  |                        |                           |      |       |
| 2nd Contact:              | Natalie Schumann              | Position/Relationship: | communications            |      |       |
| Email:                    | natalie@stormlakeunited.com   | Cell Phone:            |                           |      |       |

|                 |                                |                   |             |
|-----------------|--------------------------------|-------------------|-------------|
| Requested Park: |                                | Event Date:       | 7/16 & 7/18 |
| Event Type:     | Farmers Market/Ridiculous days | Event Start Time: |             |
|                 |                                | Event End Time:   |             |

**Please answer the following questions regarding your proposed events:**

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

Will you have horses involved in the event? (All animal feces must be managed and removed from public property)

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, provide a copy of this permit to the City. Also, Council approval for food sale on public property.)

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

Will you be erecting a tent? If **YES** attach a map of the park showing the location of the tent, size, and staking layout.

How many people will be attending the event? Provide your best estimate on attendance.

Do you have electrical needs? ☐ Yes ☐ No Identify:  on pole Additional Electrical- \$150.00

Will there be alcohol at the event? ☐ No ☐ Yes Will alcohol be sold at the event? ☐ No ☐ Yes Do you have a liquor license? ☐ No ☐ Yes

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

Are you requesting Street closures? ☐ Yes ☐ No Which Streets?  500 Block of Lake Ave

Starting Time:  7/16 3pm 7/18 8am Ending Time:  7/16 7pm 7/18 12pm

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

Signature Field  *Laura Hanks* Date:  July 1, 2026

Based on the answers provided on the first page of this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application please contact the City Clerk's office at 712-732-8000 or by email at [cityclerk@stormlake.org](mailto:cityclerk@stormlake.org).

CITY OF STORM LAKE USE ONLY

Noise Variance Required ☐ Issued by:  Council Approval Date:

Fireworks Permit Required: ☐ Issued by:  Council Approval Date:

Liquor License Required ☐ License Holder Name:

Street Closure Required ☐ Approved by:

☐ Needs Council Approval Council Approval Date:

☐ Press Release Needed Press Release Date:

Facility Rental Required ☐ ☐ Rental Process Completed Confirmed Rental by:

☐ Chautauqua Park Shelter ☐ AWAYSIS Park Shelter ☐ Great Lawn ☐ Band Shell ☐ Frank Starr Park Shelter

Solicitor License Required ☐ Approved by:  Permit Number:

Tent Location Approved ☐ Approved by:  Date:

Liability Insurance Required ☐ Copy Received By:  Date:

Security Services Required ☐ Approved by:

Fencing Needed ☐ ☐ Beer Garden Fencing Required ☐ Security Fencing Required

☐ City providing & placing fence ☐ Map showing fence location received

Council Approval Required ☐ ☐ Private sales on Public Property

☐ Authorization for use of City staff Council Approval Date:

☐ Event added to Park Calendar

Public Safety Approval:  Date:

Parks Dept. Approval  Date:

Public Works Approval:  Date:

Administration Approval:  Date:

Additional  
Notes:

## Staff Summary

7/6/2026

Agenda Item # F.4.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Scott Olesen, Building and Code Compliance Director

**SUBJECT:** **Ordinance No. 01-O-2026-2027 Proposed Vacation Of A Portion Of East 2nd Street. 2nd Reading**

**BACKGROUND:** St. Mary's School is requesting that the City vacate and sell a portion of the north side of East 2nd Street, between Cayuga and Seneca Streets. The proposed strip of land to be sold is 5 feet wide in the north-south dimension and the total area is approximately .034 acres. The proposed area to be vacated is adjacent to property owned by St. Mary's Catholic School on the north side of East 2nd Street.

St. Mary's School is proposing a building renovation on the south side of the School, which will add accessible restrooms, remodel second floor classrooms, provide for new concessions, a small seating area, and provide a conforming accessible ramp into the new entrance. In order to provide for adequate space inside the building, the south wall of the building will be extended slightly to the south. This will allow the doors into the facility to be spaced the correct distance in between the sets of doors to comply with ADA requirements for accessibility for those individuals with physical challenges. This extension will also provide the adequate space to comply with the current Building Code requirements when people are entering and leaving the facility. The School has plans for a future expansion, and this is the first step in that process that will be utilized in the future expansion. Due to the existing location of the building, there were limited options to accomplish the proposed improvements to the building and allow for future expansion to the west on property currently owned by St. Mary's.

The request to purchase the right-of-way from the City is to provide space for the steps into the building and ADA ramp so that it is on



private property. The proposed property to be purchased is attached to this staff summary.

The applicant has requested that the City Council waive the second reading of this request and pass on third reading today. Due to no opposition at the June 15th City Council meeting to this request and this being a time-sensitive request, we recommend approving this request.

**FISCAL IMPACT:** Legal fees estimated at \$500.00

**RECOMMENDATION:** Review and per request waive second reading and pass on third reading.

**ATTACHMENTS:**

1. Ordinance No. 01-O-2026-2027 - Ordinance Vacating Right-Of-Way (St Marys)
2. St Mary's Plat - Signed
3. Request to Waive 2nd Reading

**ORDINANCE NO. 01-O-2026-2027**

**AN ORDINANCE VACATING OF A PORTION OF THE RIGHT-OF-WAY FOR EAST SECOND STREET WITHIN LOTS 8 AND 9 OF BLOCK FORTY-ONE OF THE ORIGINAL TOWN OF THE CITY OF STORM LAKE**

WHEREAS, Iowa Code Sections 306.11 and 364.12(2)(a) require that public ways be vacated by ordinance, after published notice and public hearing; and

WHEREAS, Iowa Code Section 306.12 requires that all adjoining property owners, affected utility companies, the Iowa Department of Transportation, and the County Board of Supervisors be notified by certified mail regarding the proposed roadway vacation; and

WHEREAS, the City Council now wishes to proceed with the vacation of a portion of the right-of-way for East Second Street within Lots 8 and 9 of block forty-one of the original town of the City of Storm Lake; and

NOW, THEREFORE, be it ordained by the City Council of the City of Storm Lake, Iowa:

**SECTION 1:** No claim for damages was filed at or before the hearing and no person is entitled to damages from the vacation of the public right-of-way.

**SECTION 2:** That a portion of the right-of-way for East Second Street within Lots 8 and 9 of block forty-one of the original town of the City of Storm Lake is hereby vacated. The right-of-way is described as follows:

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

**SECTION 3: REPEALER.** All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 4: SEVERABILITY CLAUSE.** 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 5: WHEN EFFECTIVE.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

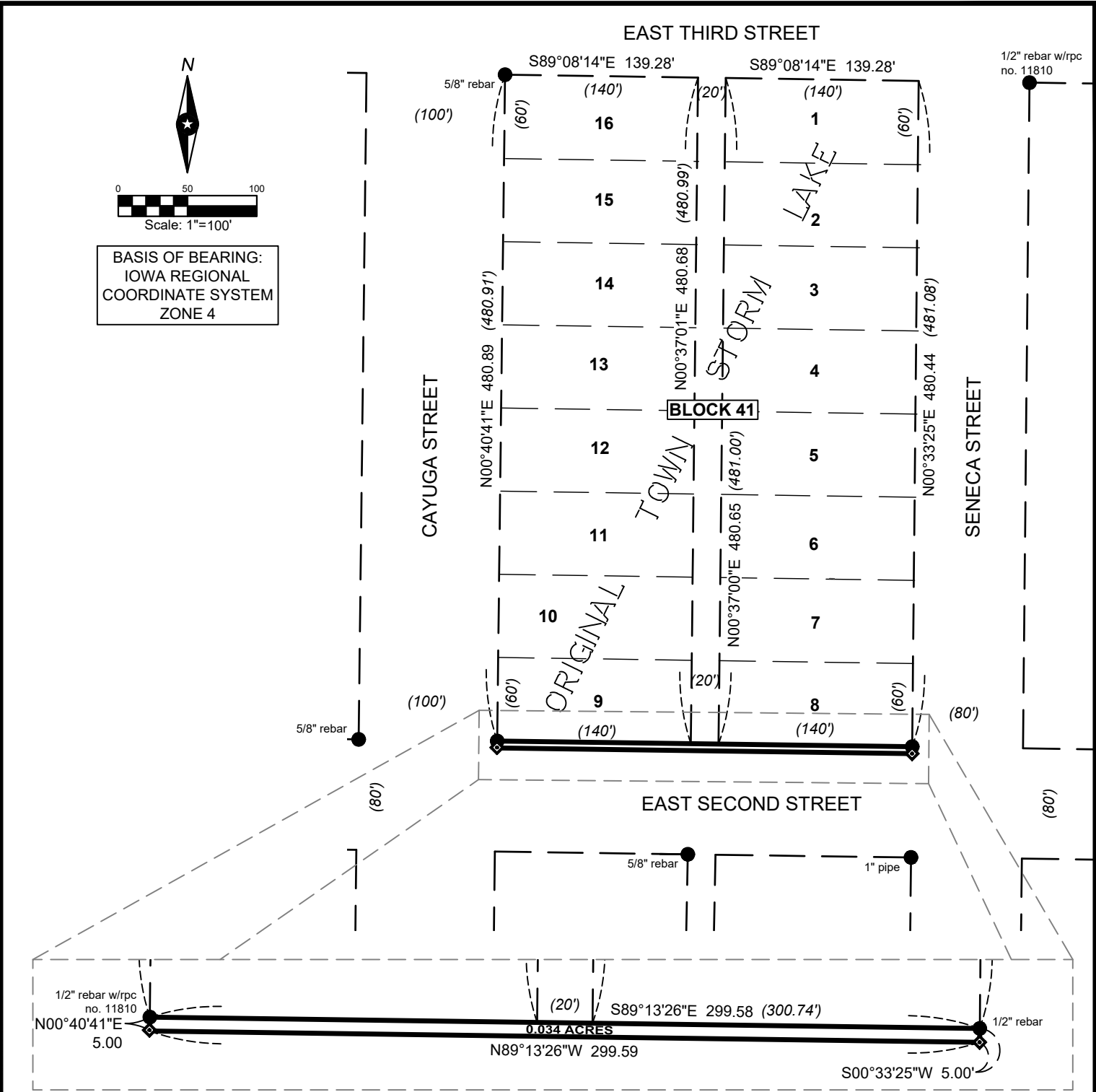
\_\_\_\_\_  
Margaret J. McKeon, Mayor

ATTEST:

\_\_\_\_\_  
Mayra A. Martinez, City Clerk

4897-5384-2099-1\11149-1000

| INDEX LEGEND                                             |
|----------------------------------------------------------|
| PLAT OF SURVEY                                           |
| CITY: STORM LAKE                                         |
| COUNTY: BUENA VISTA                                      |
| SUBDIVISION/ADDITION NAME: ORIGINAL TOWN                 |
| LOT:                                                     |
| BLOCK:                                                   |
| PROPRIETOR: CITY OF STORM LAKE                           |
| SURVEY PREPARED FOR: DAN GAFFNEY                         |
| SURVEY PREPARED BY: JOSHUA A. WERNER, IOWA PLS NO. 29451 |
| COMPANY NAME: ISG                                        |
| OFFICE ADDRESS: 1725 N. LAKE AVE, STORM LAKE, IA 50588   |
| PHONE: 712-732-7745                                      |
|                                                          |
|                                                          |



DESCRIPTION

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

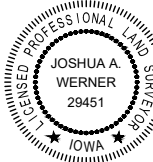
The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

LEGEND OF SYMBOLS/ABBREVIATIONS

- CORNERS FOUND (monuments as described)
- ◆ CORNERS SET (magnetic nail)
- 100.00' MEASURED
- (100.00') RECORDED AS

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



Joshua A. Werner

JOSHUA A. WERNER  
License Number 29451  
My License renewal date is 12/31/2026  
Pages covered by this seal 1

Date: 05/26/2026



PN: 26-34287  
Sheet 1 OF 1  
Surveyed by: JAW  
Survey Date: 05/26/26  
Rev. Date: / /



## SAINT MARY PARISH AND CATHOLIC SCHOOLS

---

300 E Third Street  
Storm Lake, Iowa, 50588  
712-732-3110  
[www.stormlakecatholic.com](http://www.stormlakecatholic.com)

6/11/26

City of Storm Lake  
620 Erie Street  
Storm Lake, Iowa 50588

Honorable Mayor and City Council Members,

I would like to respectfully request that the City Council consider waiving the second reading and passing on the third reading at the next Council meeting on Monday, June 15<sup>th</sup> 2026. This would help to minimize the impact the project would have on school operations in the fall semester.

Respectfully,

Daniel P. Gaffney  
Director of Operations

## Staff Summary

7/6/2026

Agenda Item # F.5.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Scott Olesen, Building and Code Compliance Director

**SUBJECT:** **Resolution No. 01-R-2026-2027 Fixing A Date For A Public Hearing On The Proposal To Convey A Portion Of East 2nd Street, And Providing For Publication Of Notice**

**BACKGROUND:** This agenda item will convey the north five feet of the East 2nd Street ROW as described in the attached legal description to St. Mary's School. The public hearing would be set for July 20th, 2026, at 5:00 pm in the Council Chambers.

**FISCAL IMPACT:** Publication Fee

**RECOMMENDATION:** Adopt Resolution setting the date for July 20th, 2026, at 5:00 pm, at the Storm Lake City Council Chambers for a Public Hearing On The Proposal to Convey a Portion of East 2nd Street, and Providing for Publication of Notice

**ATTACHMENTS:**

1. Resolution No. 01-R-2026-2027 Resolution Setting Public Hearing - St Marys conveyance
2. Public Hearing Notice

**RESOLUTION NO. 01-R-2026-2027**

**RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE  
PROPOSAL TO CONVEY VACATED RIGHT-OF-WAY, AND  
PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

WHEREAS, the City Council of the City of Storm Lake (the "City") has received a proposal to convey vacated right-of-way to St. Mary's Catholic School of Storm Lake, Iowa, across certain real property legally described as follows (the "Property"):

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN  
OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a Notice of the proposed conveyance and of the hearing and to receive and consider objections and petitions.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY  
OF STORM LAKE IN THE STATE OF IOWA:

Section 1. That this Council meet at 5:00 P.M. on July 20, 2026, for the purpose of taking action on the matter of the proposal to convey the Property to St. Mary's Catholic School of Storm Lake, Iowa.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF STORM LAKE IN THE STATE OF IOWA, ON  
THE MATTER OF THE PROPOSAL TO CONVEY VACATED  
RIGHT-OF-WAY, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing at its meeting on July 20, 2026, at 5:00 P.M., at Storm Lake City Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to convey vacated right-of-way to St. Mary's Catholic School of Storm Lake, Iowa, across certain real property owned by the City, which is legally described as follows:

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF  
THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

The conveyance may be subject to conditions as may be stated either in the resolution of the City Council, or documents entered into between the parties.

At the time set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance. After the public hearing, the Council may make a final determination to accept or reject the proposal as submitted, or upon condition that certain terms be changed, or the Council may defer action on the proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 6<sup>th</sup> day of July, 2026.

---

Mayra A. Martinez, City Clerk  
City of Storm Lake in the State of Iowa

(End of Notice)



PASSED AND APPROVED this July 6, 2026.

---

Margaret J. McKeon, Mayor

ATTEST:

---

Mayra A. Martinez, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF BUENA VISTA )

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2026.

4898-2947-0899-1\11149-1000

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE  
CITY OF STORM LAKE IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO CONVEY VACATED RIGHT-  
OF-WAY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing at its meeting on July 20, 2026, at 5:00 P.M., at Storm Lake City Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to convey vacated right-of-way to St. Mary's Catholic School of Storm Lake, Iowa, across certain real property owned by the City, which is legally described as follows:

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF  
THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

The conveyance may be subject to conditions as may be stated either in the resolution of the City Council, or documents entered into between the parties.

At the time set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance. After the public hearing, the Council may make a final determination to accept or reject the proposal as submitted, or upon condition that certain terms be changed, or the Council may defer action on the proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 6<sup>th</sup> day of July, 2026.

---

Mayra Martinez, City Clerk  
City of Storm Lake in the State of Iowa

(End of Notice)

## Staff Summary

7/6/2026

Agenda Item # F.6.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Scott Olesen, Building and Code Compliance Director

**SUBJECT:** **Public Hearing For Ordinance Amending City Code Increasing Property Maintenance Penalties.**

**BACKGROUND:** As a result of information gathered at two public work sessions, it has been determined that the City should pursue increased penalties for violations of property maintenance requirements. The Ordinance amending the current municipal infraction amount from the current \$75.00 for the first offense, and \$125.00 and \$200.00 for the second and third offense, respectively, to \$500.00 for the first offense and \$750.00 and \$1,000.00 for second and third offenses.

The proposed Ordinance amending the current penalty amounts will be specific to City Code Title V, Chapter 10, Property Maintenance Code, and Title VIII, Chapter 1, Nuisances. It will not amend the penalty amounts for other sections of the City Code. It was determined that the increased amounts will provide better compliance with the requirements of these Code sections through a deterrent effect that has subsided under our current Ordinance penalty levels. The proposed penalties would be in line with other jurisdictions in our area.

This will not change the current procedures implemented by the Department in the course of enforcing these Code sections. Municipal infractions are the last option used in enforcement. Education and communication are prioritized, with credit given to individuals who are making a sincere effort to abate the conditions that they have been notified about. Efforts are also being made to come up with other solutions, such as working with the volunteer program that we have discussed for those individuals that are having issues complying due to temporary problems they are experiencing. We will also explore opportunities for finding ongoing solutions for the elderly and others

who physically cannot mow their yards or remove snow from their sidewalks, which is a separate issue.

I have attached a copy of the proposed Ordinance for your review.

**FISCAL IMPACT:** Approximately \$500.00 for legal fees.

**RECOMMENDATION:** Open public hearing, receive public input, close public hearing.

**ATTACHMENTS:**

1. Public Hearing - Property Maintenance - increased penalties

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF STORM LAKE, IOWA, ON AN ORDINANCE  
AMENDING TITLE V, CHAPTER 10, PROPERTY  
MAINTENANCE CODE, AND TITLE VIII, CHAPTER 1,  
NUISANCES, OF THE 1994 RECODIFICATION OF THE  
MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA,  
REGARDING INCREASED PENALTIES

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake, Iowa, will hold a public hearing at its meeting on July 6, 2026, at 5:00 P.M., in Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, at which meeting the Council proposes to consider an Ordinance Amending Title V, Chapter 10, Property Maintenance Code and Title VIII, Chapter 1, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, Regarding Increased Penalties.

At the time set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed ordinance. After the public hearing, the Council may make a determination on the passage of the proposed ordinance's first reading, or the Council may defer action on until a subsequent meeting.

Dated this 15th day of June, 2026.

---

Mayra Martinez, City Clerk

(End of Notice)

## Staff Summary

7/6/2026

Agenda Item # F.7.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Scott Olesen, Building and Code Compliance Director

**SUBJECT:** **Ordinance No. 02-O-2026-2027 Amending City Code Increasing Property Maintenance Penalties. - 1st Reading**

**BACKGROUND:** As a result of information gathered at two public work sessions, it has been determined that the City should pursue increased penalties for violations of property maintenance requirements. The Ordinance amending the current municipal infraction amount from the current \$75.00 for the first offense, and \$125.00 and \$200.00 for the second and third offense, respectively, to \$500.00 for the first offense and \$750.00 and \$1,000.00 for second and third offenses.

The proposed Ordinance amending the current penalty amounts will be specific to City Code Title V, Chapter 10, Property Maintenance Code, and Title VIII, Chapter 1, Nuisances. It will not amend the penalty amounts for other sections of the City Code. It was determined that the increased amounts will provide better compliance with the requirements of these Code sections through a deterrent effect that has subsided under our current Ordinance penalty levels. The proposed penalties would be in line with other jurisdictions in our area.

This will not change the current procedures implemented by the Department in the course of enforcing these Code sections. Municipal infractions are the last option used in enforcement. Education and communication are prioritized, with credit given to individuals who are making a sincere effort to abate the conditions that they have been notified about. Efforts are also being made to come up with other solutions, such as working with the volunteer program that we have discussed for those individuals that are having issues complying due to temporary problems they are experiencing. We will also explore opportunities for finding ongoing solutions for the elderly and others

who physically cannot mow their yards or remove snow from their sidewalks, which is a separate issue.

I have attached a copy of the proposed Ordinance for your review.

**FISCAL IMPACT:** Approximately \$500.00 for legal fees.

**RECOMMENDATION:** Review and approve on: First reading July 6th, 2026  
Second reading July 20th, 2026  
Third reading August 3rd, 2026

**ATTACHMENTS:**

1. Ordinance - Increasing nuisance property code penalties



**ORDINANCE NO. 02-O-2026-2027**

**AN ORDINANCE AMENDING TITLE V, CHAPTER 10, PROPERTY MAINTENANCE CODE, AND TITLE VIII, CHAPTER 1, NUISANCES, OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, REGARDING INCREASED PENALTIES**

WHEREAS, Title V, Chapter 10, of the 1994 Recodification of the Municipal Code of the City of Storm Lake (“City Code”), adopts the City’s Property Maintenance Code, which regulates the standards for maintenance, condition, and occupancy for residential premises within the City of Storm Lake, Iowa (“City”); and

WHEREAS, Title VIII, Chapter 1 of the City Code prohibits the creation or maintenance of nuisances within the City (“Nuisance Ordinance”); and

WHEREAS, a violation of any provision of the City Code is subject to a civil penalty as provided under City Code Title I, Chapter 20, unless otherwise provided by specific schedule elsewhere in the Code; and

WHEREAS, the City Council of the City of Storm Lake, Iowa (“City Council”) has determined it is necessary and appropriate to amend the City Code to include specific civil penalties for violations of the Nuisance Ordinance and Property Maintenance Code to further the purposes of the ordinances; and

WHEREAS, the City Council hereby determines the amendments to City Code set forth herein are in the public’s best interests and serve the health and welfare of the community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA, THAT:

**SECTION ONE.** Title V, Chapter 10, Section 8, “Violations,” Subsection (A), “ENFORCEMENT,” of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 5-10-8(A), ENFORCEMENT, as follows:

- (A) ENFORCEMENT. The creation or maintenance of a violation of this ordinance is prohibited and shall constitute a municipal infraction subject to all relief authorized by Title I, Chapter 20, of the City Code and by Section 364.22 of the Code of Iowa. The following specific schedule of civil penalties shall be applicable for offenses under this Chapter:

Schedule of Civil Penalties for Violations of Storm Lake Property Maintenance Code:

|                      |       |
|----------------------|-------|
| First Offense        | \$500 |
| Second Repat Offense | \$750 |

Third and All Other Repeat Offenses                      \$1,000

Each day that a violation is permitted to continue beyond any period of time granted by the enforcement officer to correct the violation constitutes a separate offense.

**SECTION TWO.** Title VIII, Chapter 1, “Nuisances,” Section 8-1-13, “Municipal Infraction” of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 8-1-13, as follows:

Section 8-1-13 Municipal Infraction.

A violation of any of the provisions of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa. The following specific schedule of civil penalties shall be applicable for offenses under this Chapter:

Schedule of Civil Penalties for Nuisance Violations:

|                                     |         |
|-------------------------------------|---------|
| First Offense                       | \$500   |
| Second Repeat Offense               | \$750   |
| Third and All Other Repeat Offenses | \$1,000 |

Each day that a violation is permitted to continue beyond any period of time granted by the enforcement officer to correct the violation constitutes a separate offense.

**SECTION THREE.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

**SECTION FOUR.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION FIVE.** Effective. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

PASSED on its first consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PASSED on its second consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Requirement of consideration and vote at two (2) prior City Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PASSED AND APPROVED on its third consideration this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF STORM LAKE, IOWA

By: \_\_\_\_\_  
Margaret J. McKeon, Mayor

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Margaret J. McKeon, Mayor

ATTEST:

\_\_\_\_\_  
Mayra A. Martinez, City Clerk

4933-9646-2510-1\11149-1000

**Contractor's Application for Payment**

|                            |                                                  |                                  |                             |
|----------------------------|--------------------------------------------------|----------------------------------|-----------------------------|
| <b>Owner:</b>              | <u>City of Storm Lake</u>                        | <b>Owner's Project No.:</b>      | <u>                    </u> |
| <b>Engineer:</b>           | <u>I&amp;S Group, Inc. (ISG)</u>                 | <b>Engineer's Project No.:</b>   | <u>22-27926</u>             |
| <b>Contractor:</b>         | <u>King Construction</u>                         | <b>Contractor's Project No.:</b> | <u>                    </u> |
| <b>Project:</b>            | <u>City of Storm Lake Production Well No. 22</u> |                                  |                             |
| <b>Contract:</b>           | <u>City of Storm Lake Production Well No. 22</u> |                                  |                             |
| <b>Application No.:</b>    | <u>13</u>                                        | <b>Application Date:</b>         | <u>2/25/2026</u>            |
| <b>Application Period:</b> | <b>From</b> <u>1/29/2026</u>                     | <b>to</b> <u>2/25/2026</u>       |                             |

|                                                                                                                        |                 |
|------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. Original Contract Price                                                                                             | \$ 2,380,915.00 |
| 2. Net change by Change Orders                                                                                         | \$ 46,446.53    |
| 3. Current Contract Price (Line 1 + Line 2)                                                                            | \$ 2,427,361.53 |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ 2,337,361.53 |
| 5. Retainage                                                                                                           |                 |
| a. 5% X \$ 2,337,361.53 Work Completed                                                                                 | \$ 116,868.08   |
| b. 5% X \$ - Stored Materials                                                                                          | \$ -            |
| c. Total Retainage (Line 5.a + Line 5.b)                                                                               | \$ 116,868.08   |
| 6. Amount eligible to date (Line 4 - Line 5.c)                                                                         | \$ 2,220,493.45 |
| 7. Less previous payments (Line 6 from prior application)                                                              | \$ 2,204,723.45 |
| 8. Amount due this application                                                                                         | \$ 15,770.00    |
| 9. Balance to finish, plus retainage (Line 3 - Line 4 + 5c)                                                            | \$ 206,868.08   |

  
**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

|                                                                                                              |                             |
|--------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>Contractor:</b> <u>King Contracting LLC dba King Construction</u>                                         |                             |
| <b>Signature:</b> <u></u> | <b>Date:</b> <u>6/29/24</u> |

|                                                                                                                       |                                           |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>Recommended by Engineer</b>                                                                                        | <b>Approved by Owner</b>                  |
| <b>By:</b> <u>Amanda Goodenow </u> | <b>By:</b> <u>                    </u>    |
| <b>Title:</b> <u>Civil Engineer</u>                                                                                   | <b>Title:</b> <u>                    </u> |
| <b>Date:</b> <u>6/24/2026</u>                                                                                         | <b>Date:</b> <u>                    </u>  |
| <b>Approved by Funding Agency</b>                                                                                     |                                           |
| <b>By:</b> <u>                    </u>                                                                                | <b>By:</b> <u>                    </u>    |
| <b>Title:</b> <u>                    </u>                                                                             | <b>Title:</b> <u>                    </u> |
| <b>Date:</b> <u>                    </u>                                                                              | <b>Date:</b> <u>                    </u>  |

### Contractor's Application for Payment

Owner's Project No.: \_\_\_\_\_  
 Engineer's Project No.: 22-27926  
 Contractor's Project No.: \_\_\_\_\_

Application Date: 02/25/26

| A                        | B                     | C                    | D     | E               | F                              | G                                           | H                                            | I                                          | J                                                        | K                              | L                              |   |    |              |     |    |           |
|--------------------------|-----------------------|----------------------|-------|-----------------|--------------------------------|---------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------------------|--------------------------------|--------------------------------|---|----|--------------|-----|----|-----------|
| Bid Item No.             | Description           | Contract Information |       |                 |                                | Work Completed                              |                                              | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (I / F) (%) | Balance to Finish (F - J) (\$) |   |    |              |     |    |           |
|                          |                       | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |                                            |                                                          |                                |                                |   |    |              |     |    |           |
|                          |                       |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |   |    |              |     |    |           |
| Original Contract        |                       |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |   |    |              |     |    |           |
| 10                       | Mobilization          | 1.00                 | LS    | 88,915.00       | 88,915.00                      | 1.00                                        | 88,915.00                                    |                                            | 88,915.00                                                | 100%                           | -                              |   |    |              |     |    |           |
| 20                       | WWPPP                 | 1.00                 | LS    | 24,000.00       | 24,000.00                      | 1.00                                        | 24,000.00                                    |                                            | 24,000.00                                                | 100%                           | -                              |   |    |              |     |    |           |
| 30                       | SWPPP                 | 1.00                 | LS    | 16,000.00       | 16,000.00                      | 1.00                                        | 16,000.00                                    |                                            | 16,000.00                                                | 100%                           | -                              |   |    |              |     |    |           |
| 40                       | Demo Existing Site    | 1.00                 | LS    | 9,000.00        | 9,000.00                       | 1.00                                        | 9,000.00                                     |                                            | 9,000.00                                                 | 100%                           | -                              |   |    |              |     |    |           |
| 50                       | New Site Pipe         | 1.00                 | LS    | 21,000.00       | 21,000.00                      | 1.00                                        | 21,000.00                                    |                                            | 21,000.00                                                | 100%                           | -                              |   |    |              |     |    |           |
| 60                       | Well Building         | 1.00                 | LS    | 262,000.00      | 262,000.00                     | 1.00                                        | 262,000.00                                   | -                                          | 262,000.00                                               | 100%                           | -                              |   |    |              |     |    |           |
| 70                       | New Well              | 1.00                 | LS    | 1,390,000.00    | 1,390,000.00                   | 1.00                                        | 1,390,000.00                                 |                                            | 1,390,000.00                                             | 100%                           | -                              |   |    |              |     |    |           |
| 80                       | Controls + Electrical | 1.00                 | LS    | 480,000.00      | 480,000.00                     | 1.00                                        | 480,000.00                                   | -                                          | 480,000.00                                               | 100%                           | -                              |   |    |              |     |    |           |
| 90                       | Contingency           | 1.00                 | LS    | 90,000.00       | 90,000.00                      |                                             | -                                            |                                            | -                                                        | 0%                             | 90,000.00                      |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
|                          |                       |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |   |    |              |     |    |           |
| Original Contract Totals |                       |                      |       |                 |                                | \$                                          | 2,380,915.00                                 |                                            | \$                                                       | 2,290,915.00                   | \$                             | - | \$ | 2,290,915.00 | 96% | \$ | 90,000.00 |

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

|             |                                           |  |  |  |  |  |  |                           |          |  |  |
|-------------|-------------------------------------------|--|--|--|--|--|--|---------------------------|----------|--|--|
| Owner:      | City of Storm Lake                        |  |  |  |  |  |  | Owner's Project No.:      |          |  |  |
| Engineer:   | I&S Group, Inc. (ISG)                     |  |  |  |  |  |  | Engineer's Project No.:   | 22-27926 |  |  |
| Contractor: | King Construction                         |  |  |  |  |  |  | Contractor's Project No.: |          |  |  |
| Project:    | City of Storm Lake Production Well No. 22 |  |  |  |  |  |  |                           |          |  |  |
| Contract:   | City of Storm Lake Production Well No. 22 |  |  |  |  |  |  |                           |          |  |  |

|                  |    |                     |      |          |    |          |                   |          |  |  |  |
|------------------|----|---------------------|------|----------|----|----------|-------------------|----------|--|--|--|
| Application No.: | 13 | Application Period: | From | 01/29/26 | to | 02/25/26 | Application Date: | 02/25/26 |  |  |  |
|------------------|----|---------------------|------|----------|----|----------|-------------------|----------|--|--|--|

| A                                   | B                                                                             | C                    | D     | E               | F                              | G                                           | H                                            | I                                          | J                                                        | K                              | L                              |    |              |      |    |           |
|-------------------------------------|-------------------------------------------------------------------------------|----------------------|-------|-----------------|--------------------------------|---------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------------------|--------------------------------|--------------------------------|----|--------------|------|----|-----------|
| Bid Item No.                        | Description                                                                   | Contract Information |       |                 |                                | Work Completed                              |                                              | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |    |              |      |    |           |
|                                     |                                                                               | Item Quantity        | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |                                            |                                                          |                                |                                |    |              |      |    |           |
| Change Orders                       |                                                                               |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |    |              |      |    |           |
| CO 01                               | Modifications to accommodate Well No. 23                                      | 1.00                 | LS    | 59,793.10       | 59,793.10                      | 1.00                                        | 59,793.10                                    |                                            | 59,793.10                                                | 100%                           | -                              |    |              |      |    |           |
| CO 02                               | ATS change from closed to open transition                                     | 1.00                 | LS    | (1,000.00)      | (1,000.00)                     | 1.00                                        | (1,000.00)                                   |                                            | (1,000.00)                                               | 100%                           | -                              |    |              |      |    |           |
| CO 03                               | Aquifer didn't yield as much flow as anticipated, downsize several components | 1.00                 | LS    | (15,654.07)     | (15,654.07)                    | 1.00                                        | (15,654.07)                                  |                                            | (15,654.07)                                              | 100%                           | -                              |    |              |      |    |           |
| CO 04                               | Additonal work plugging well 15                                               | 1.00                 | LS    | 5,807.50        | 5,807.50                       | 1.00                                        | 5,807.50                                     |                                            | 5,807.50                                                 | 100%                           | -                              |    |              |      |    |           |
| CO 05                               | Remove seeding from contract                                                  | 1.00                 | LS    | (2,500.00)      | (2,500.00)                     | 1.00                                        | (2,500.00)                                   |                                            | (2,500.00)                                               | 100%                           | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
|                                     |                                                                               |                      |       |                 | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |    |              |      |    |           |
| Change Order Totals                 |                                                                               |                      |       |                 | \$                             | 46,446.53                                   |                                              | \$                                         | 46,446.53                                                | \$                             | -                              | \$ | 46,446.53    | 100% | \$ | -         |
| Original Contract and Change Orders |                                                                               |                      |       |                 |                                |                                             |                                              |                                            |                                                          |                                |                                |    |              |      |    |           |
| Project Totals                      |                                                                               |                      |       |                 | \$                             | 2,427,361.53                                |                                              | \$                                         | 2,337,361.53                                             | \$                             | -                              | \$ | 2,337,361.53 | 96%  | \$ | 90,000.00 |



### Contractor's Application for Payment

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**RESOLUTION NO. 02-R-2026-2027**

**RESOLUTION APPROVING PAY APPLICATION NUMBER 13  
FOR THE STORM LAKE WELL NO 22 PROJECT**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Well No. 22 Project, (hereinafter PROJECT) with:

Contractor Name:       **King Contracting, LLC.**  
Contractor Location:   Wall Lake, Iowa  
Date of Agreement:      September 3, 2024

WHEREAS, the CONTRACTOR has submitted to the Project Engineer and the City Pay Application No. 13 for consideration of payment on the PROJECT for work completed as of February 25, 2026; and,

WHEREAS, prior to the submission of Pay Application No. 13 the CONTRACTOR has submitted for payment the following pay applications:

| <b>Pay Application No.</b> | <b>Amount</b>  | <b>Total Paid to Date</b> |
|----------------------------|----------------|---------------------------|
| 1                          | \$23,651.39    | \$23,651.39               |
| 2                          | \$1,033,751.48 | \$1,057,402.87            |
| 3                          | \$23,732.32    | \$1,081,135.19            |
| 4                          | \$96,863.39    | \$1,177,998.58            |
| 5                          | \$218,889.18   | \$1,396,887.76            |
| 6                          | \$138,538.50   | \$1,535,426.26            |
| 7                          | \$124,398.02   | \$1,659,824.28            |
| 8                          | \$1,262.01     | \$1,661,086.29            |
| 9                          | \$357,841.25   | \$2,018,927.54            |
| 10                         | \$57,000.00    | \$2,075,927.54            |
| 11                         | \$72,960.00    | \$2,148,887.54            |
| 12                         | \$55,835.91    | \$2,204,723.45            |

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$2,429,861.53 and includes four change orders impacting the overall value and completion time on the project; and,

WHEREAS, Pay Application No. 13 shows the following:

|                                        |                       |
|----------------------------------------|-----------------------|
| Total Value of Work Completed to Date: | <b>\$2,337,361.53</b> |
| Total Value of Retainage Held          | <b>\$116,868.08</b>   |
| Total Request for Payment              | <b>\$15,770.00</b>    |

WHEREAS, the CONTRACTOR and Project Engineer have reviewed the pay application for compliance with the federal Buy American, Build America (BABA) compliance requirements and



have signed off on certification that all products and materials for which payment is requested are either certified by approved BABA Certificates or have an approved BABA wavier.

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

SECTION 1. That the City Council has approved Pay Application No. 13 and authorized payment of \$15,770.00 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 13 on behalf of the CITY.

SECTION 3. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request for reimbursement from the Iowa Economic Development Authority for reimbursement of funds from the City's Community Development Block Grant (CDBG) as follows:

|                                          |                    |
|------------------------------------------|--------------------|
| Total Value of Pay Application           | <b>\$15,770.00</b> |
| Reimbursement Amount from CDBG           | <b>\$3,115.00</b>  |
| Value Paid by State Revolving Loan Funds | <b>\$12,655.00</b> |

SECTION 4. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request to the Iowa Finance Authority for reimbursement of funds from the City's approved State Revolving Loan Fund in the amount of **\$12,655.00**.

SECTION 5. The City Council hereby certifies that **\$3,115.00** of Pay Application No. 13 is attributed to the CDBG portion of this project and that this resolution authorizes obligation of CDBG funds to reimburse the City for those funds.

SECTION 6. That Pay Application No. 13 is hereby accepted and approved by the City.

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2026.

APPROVED BY THE  
CITY OF STORM LAKE

---

Margaret J. McKeon, Mayor

ATTEST

---

Mayra A. Martinez, City Clerk



---

RE: PRODUCTION WELL NO. 22 – LETTER OF RECOMMENDATION – PROJECT CLOSEOUT

Dear Mr. Covert,

The following items are being supplied for consideration at the upcoming council meeting:

- King Construction Pay Application No. 13
- Partial Certificate of Substantial Completion dated December 24, 2025
- Partial Certificate of Substantial Completion dated January 14, 2026
- Final Certificate of Substantial Completion dated February 16, 2026
- Change Order No. 6
- Notice of Acceptability of Work
- King Construction Pay Application No. 14 – Final

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## NEGOTIATION SUMMARY

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The Contract Documents clearly state that time is of the essence for all Contract Times, including the Milestones, Substantial Completion, and completion and readiness for final payment. Accordingly, the Contractor is obligated to prosecute and complete the Work diligently and continuously, to coordinate its forces, subcontractors, suppliers, submittals, and procurement of long-lead items so as to achieve each Milestone and Substantial Completion by the required dates, and to take whatever measures are necessary—whether permanent or temporary—to meet the Contract’s functional requirements when scheduled. The Contractor’s failure to meet the Contract Times constitutes a breach of the Contract and subjects the Contractor to the Contract remedies, including assessment of liquidated damages and any other relief available under the Contract Documents.

### **Intent of the Milestones: (why the contract separated “water available” from full completion)**

From the outset, the milestone structure was intended to get the City water as fast as possible (Milestone 1) while also acknowledging that certain items can legitimately delay the overall well construction, particularly long-lead time electrical, controls, VFDs, and generators.

Consistent with that intent, Milestone 1 was set for June 1, 2025 to prioritize getting the well manually operational for the city during the summer high-use season. Milestone 2 was set for November 1, 2025 to allow for the longer lead-time equipment to be procured.

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Documented schedule timeline (Change Order No. 3 processing):

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The City and ISG recognize that a significant change order occurred in the summer of 2025. The test well completed by Sargent Drilling in winter 2024/2025 showed that the aquifer would not sustain as high of a pumping rate as initially anticipated in the plans and specifications. A full timeline of Change Order 3 is provided on the previous page.

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The contract set Milestone 2 for November 1, 2025 and defined it as: *Substantial completion of entire project. If equipment delays (such as generator or VFD) result in contractor not being able to meet this date, the contractor shall provide all temporary equipment necessary to run well at no cost to owner.*

The actual completion of Milestone 2 occurred on February 16, 2026, which marks the date of permanent generator startup, which was the last piece of equipment to be started. This is 107 days past the contractual completion date of November 1, 2025, but Milestone 2 should be adjusted to reflect changes in Milestone 1.

Because Change Order No. 3 did not change the underlying need for electrical/controls completion—and because Milestone 2's original intent was already to allow delayed delivery of electrical/controls behind well construction—the City's position is that Milestone 2 should remain aligned to the functional milestone objective (i.e., no additional extension beyond what is already afforded by the milestone 1 offer – November 29, 2025).

Excluding overlap from Milestone 1 overrun, ISG calculates additional days for executing Milestone 2 completion from December 24, 2025 to February 16, 2026, which is 54 days (\$27,000).

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On June 10, 2026, the City accepted the Contractor's work regarding the electrical service conduit; therefore, ISG proposes this date be used as the intended date to issue a Notice of Acceptability for the project. Liquidated damages for final completion are calculated at \$500 per calendar day from March 27 to June 10, totaling \$37,500.

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### Liquidated Damages

The Contract's LD provision states that the parties recognize the difficulty of proving actual damages and therefore agree to liquidated damages instead of requiring proof of actual loss, and further provides \$500 per day for late Milestone attainment and late Substantial Completion.

The City is not required to prove actual loss to assess LDs; however, the City has experienced both non-financial and financial impacts due to delayed milestone attainment and extended project administration.

In summary, the City's requested written response is necessary because the project record reflects two recurring patterns that have affected both schedule and closeout. First, during Change Order No. 3 development, delayed and incomplete Contractor responses extended the time required to define scope, confirm what was and was not changing (including electrical/controls), and execute the change—issues that bear directly on any claimed entitlement to additional time beyond the City's proposed Milestone 1 accommodation. Second, the Contractor's disorganized approach to BABA compliance has required repeated follow-up and added administrative burden, including delays and uncertainty in processing pay applications and compliance documentation. For these reasons, the city is calculating liquidated damages on the project as follows:

1. Twenty-five (25) days for Milestone 1 = \$12,500
2. Fifty-four (54) days for Milestone 2 = \$27,000
3. Seventy-Five (75) days for Final Completion = \$37,500.

In good faith, the City offered to forgo Milestone 1 damages, bringing the total revised request to \$64,500.

During negotiations, it was suggested that if February 2 is used as the new calculated Milestone 2 date, then March 5 would be the calculated final completion date. Calculating from March 5 to April 29 equals \$27,500. Calculating from March 5 to June 10 equals \$48,500. The City offered to split the difference and settle for \$38,000. King Construction has offered half of that amount (\$18,500) as a proposed settlement.

## **KING CONSTRUCTION PAY APPLICATION NO. 13**

This pay application pays for all work completed to date, including finishing of the well building, electrical and controls, and site restoration. ISG recommends payment of \$15,770.00, which stands independently from any of the dates and damages being discussed in the following agenda items.

## **PARTIAL CERTIFICATE OF SUBSTANTIAL COMPLETION, DECEMBER 24, 2025**

This certificate of substantial completion marks partial completion of the project on December 24, 2025, which is the date that the temporary generator was installed and the well was able to be operated manually. This equates to completion of Milestone 1. ISG recommends that this certificate be acknowledged.

## **PARTIAL CERTIFICATE OF SUBSTANTIAL COMPLETION, JANUARY 14, 2026**

This certificate of substantial completion marks partial completion of the project on January 14, 2026, which is the date that the automation was completed and the well was able to be operated automatically. ISG recommends that this certificate be acknowledged.

## **FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION, FEBRUARY 16, 2026**

This certificate of substantial completion marks substantial completion of the entire project on February 16, 2026, which is the date that the permanent generator was started up and all equipment begins its warranty period. This equates to completion of Milestone 2. ISG recommends that this certificate be acknowledged.

## **CHANGE ORDER NO. 6**

This change order serves two purposes. The first purpose is to rectify quantities. A contingency amount of \$90,000 was set aside within the project to account for any changes that may arise during construction, particularly in relation to the geology of the aquifer. During construction, a total of \$46,446.53 was used from the contingency, with the largest share of that cost associated with well house modifications to accommodate future Well No. 23. This change order removes the contingency from the project to rectify quantities, resulting in an overall project cost savings of \$43,553.47 from the original bid amount after all change orders and contingencies are applied.

The second purpose of the change order is to apply liquidated damages. An amount of \$18,500 is listed, which is the amount proposed by King Construction after liquidated damages. The City, ISG, and King Construction all feel that this is a compromise, as no one party is satisfied with the amount. This liquidated damages amount is for the council's consideration. If Change Order No. 6 is denied, then the following two agenda items should be tabled.

## **NOTICE OF ACCEPTABILITY OF WORK**

This Notice of Acceptability of Work marks the full completion of the project under the contract and releases the retainage held on the project. Any items that arise at the well site moving forward would be addressed under the contractor's warranty. The proposed date of acceptance is April 29, 2026 which is a compromise on behalf of the City, who originally proposed June 10, 2026. Ultimately, this date does not impact the project warranty and ISG recommends approval if the council agrees to Change Order No. 6.

**KING CONSTRUCTION PAY APPLICATION NO. 14 – FINAL**

This pay application incorporates the final change order and pays the retainage of \$98,368.08. ISG recommends approval of the final pay application if the council agrees to Change Order No. 6.

If you have any questions regarding these documents, please don't hesitate to reach out to me at 712.732.7745

Sincerely,



Amanda Goodenow, PE  
*Senior Civil Engineer*

[Amanda.Goodenow@ISGInc.com](mailto:Amanda.Goodenow@ISGInc.com)

## Staff Summary

7/6/2026

Agenda Item # F.9.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Ron Covert, Public Works Director

**SUBJECT:** **Resolution No. 03-R-2026-2027 Approving Change Order No. 6 for the Storm Lake Well No.22 Project**

**BACKGROUND:**

On June 10, 2026, the City accepted the Contractor's work regarding the final punchlist items on the Well 22 Project. This date is being used as the intended date to issue a Notice of Acceptability for the project. Liquidated damages for final completion are calculated at \$500 per calendar day from March 27, 2026 to June 10, 2026, totaling \$37,500. King Construction has negotiated with the City/ISG and has conceded to paying \$18,000 of the calculated amount. The second cost adjustment in Change Order 6 is to rectify quantities by removing the \$90,000 of contingency from the construction contract for a net reduction of \$108,500.

**FISCAL IMPACT:** Change Order No. 6 will result in a \$108,500.00 reduction in project cost.

**RECOMMENDATION:** Adopt Resolution Approving Change Order No. 6 for the Storm Lake Well No. 22 Project.

**ATTACHMENTS:**

1. Resolution No. 03-R-2026-2027 - Resolution Approving Change Order No. 6 - Storm Lake Well No 22 - - King Contracting - CM 7.6.2026
2. 27926 Letter of Recommendation - Project Closeout Summary
3. Change Order No. 06\_King Signed



**RESOLUTION NO. 03-R-2026-2027**

**RESOLUTION APPROVING CHANGE ORDER NUMBER 6  
FOR THE STORM LAKE WELL NO. 22 PROJECT**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Well No. 22 Project, (hereinafter PROJECT) with:

Contractor Name: **King Contracting (hereinafter CONTRACTOR)**  
Contractor Location: **Wall Lake, Iowa**  
Date of Agreement: **September 3, 2024**

WHEREAS, the CITY and the CONTRACTOR have previously agreed to amend the original agreement related to the PROJECT with the following change orders:

|                           |                           |                                        |
|---------------------------|---------------------------|----------------------------------------|
| <b>Change Order No. 1</b> | <b>November 4, 2024</b>   | <b>Adding Future Space for Well 23</b> |
| <b>Change Order No. 2</b> | <b>February 3, 2025</b>   | <b>Changed Transfer Switch</b>         |
| <b>Change Order No. 3</b> | <b>July 7, 2025</b>       | <b>Downsize Components Due to Flow</b> |
| <b>Change Order No. 4</b> | <b>September 15, 2025</b> | <b>Plug Well 15</b>                    |
| <b>Change Order No. 5</b> | <b>March 16, 2026</b>     | <b>Removing Seeding from Contract</b>  |

WHEREAS, during the course of construction on the PROJECT, the CONTRACTOR, project engineer, and CITY have determined that an additional change is needed as outlined in detail in Change Order No. 6 and summarized here:

**Removing Line Item for \$90,000.00 contingency amount from bid. Remove liquidated damages amount of \$18,500.00.**

WHEREAS, the proposed Change Order No. 6 includes changes in the value of the contract and the dates of completion required in the original agreement as outlined below:

|                                        |                       |
|----------------------------------------|-----------------------|
| Change in Agreement Value:             | <b>\$(108,500.00)</b> |
| Change in Substantial Completion Date: | <b>None</b>           |
| Change in Final Completion Date:       | <b>None</b>           |

WHEREAS, the project engineer has recommended approval of Change Order No. 6; and,

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

SECTION 1. That the agreement between the CITY and the CONTRACTOR be amended to change the value of the contract as follows:

Change In Value: \$(108,500.00)  
Total Agreement Value After Change Order: \$2,318,861.53

SECTION 2. That the agreement between the CITY and the CONTRACTOR be amended to change the dates of completion as follows:

Date of Substantial Completion: November 1, 2025  
Date of Final Completion: December 2, 2025

SECTION 3. That the Mayor is hereby authorized to sign Change Order No. 6 on behalf of the CITY following approval by the City Council.

SECTION 4. That Change Order No. 6 is hereby accepted and approved by the CITY.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2026.

APPROVED BY THE  
CITY OF STORM LAKE

---

Margaret J. McKeon, Mayor

ATTEST

---

Mayra A. Martinez, City Clerk



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RE: PRODUCTION WELL NO. 22 – LETTER OF RECOMMENDATION – PROJECT CLOSEOUT

Dear Mr. Covert,

The following items are being supplied for consideration at the upcoming council meeting:

- King Construction Pay Application No. 13
- Partial Certificate of Substantial Completion dated December 24, 2025
- Partial Certificate of Substantial Completion dated January 14, 2026
- Final Certificate of Substantial Completion dated February 16, 2026
- Change Order No. 6
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ISG, City Staff, and King Construction have met twice in the last few months to discuss and negotiate completion dates and damages regarding the Well No. 22 project. Both the City and King Construction feel that compromises are being made with the documents that are slated for consideration by the council. The enclosed information summarizes the project facts and negotiation discussions. After the information is presented, each document for consideration will be presented in detail.

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If you have any questions regarding these documents, please don't hesitate to reach out to me at 712.732.7745

Sincerely,



Amanda Goodenow, PE  
*Senior Civil Engineer*

[Amanda.Goodenow@ISGInc.com](mailto:Amanda.Goodenow@ISGInc.com)



Date of Issuance: July 6, 2026

Effective Date: Upon Signature

|                                                              |                                               |
|--------------------------------------------------------------|-----------------------------------------------|
| PROJECT:<br><u>City of Storm Lake Production Well No. 22</u> | ENGINEER'S PROJECT NUMBER:<br><u>27926</u>    |
| OWNER:<br><u>City of Storm Lake</u>                          | DATE OF CONTRACT:<br><u>September 3, 2024</u> |
| CONTRACTOR:<br><u>King Construction</u>                      | OWNER'S CONTRACT NUMBER:                      |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Rectify quantities by removing the \$90,000 of contingency from the construction contract.

Apply liquidated damages for late completion in the amount of \$18,500.

Attachments:

Certification Page: N/A  
Plan Sheets: N/A  
Specifications: N/A

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$2,380,915.00

Increase from previously approved

Change Orders Number 0 to 5

\$46,446.53

Contract Price prior to this Change Order:

\$2,427,361.53

Decrease of this Change Order:

-\$108,500.00

Contract Price Incorporating this Change Order:

\$2,318,861.53

Original Contract Times: ☐ Working Days ☐ Calendar Days

Substantial Completion (day or dates): N/A

Ready for Final Payment (day or dates): N/A

(Increase) ( Decrease) from previously approved

Change Orders Number          to         

Substantial completion (day or dates): N/A

Ready for Final Payment (day or dates): N/A

Contract Times prior to this Change Order:

Substantial Completion (day or dates): N/A

Ready for Final Payment (day or dates): N/A

(Increase) ( Decrease) of this Change Order:

Substantial Completion (day or dates): N/A

Ready for Final Payment (day or dates): N/A

Contract Times with all approved Change Orders:

Substantial Completion (day or dates): N/A

Ready for Final Payment (day or dates): N/A

RECOMMENDED:

I +S GROUP

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: 6/24/2026

ACCEPTED:

City of Storm Lake

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

King Construction

By: [Signature]  
Contractor (Authorized Signature)

Date: 6/29/26

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 2



## Staff Summary

7/6/2026

Agenda Item # F.10.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Ron Covert, Public Works Director

**SUBJECT:** **Resolution No. 04-R-2026-2027 Approving Pay Application No. 14 for the Storm Lake Well No. 22 Project - Final**

**BACKGROUND:** The City of Storm Lake, Iowa, entered into an agreement for construction of the Well No. 22 Project with King Contracting, LLC.

King Construction has submitted to the Project Engineer and the City Pay Application No. 14 for consideration of payment on the project for work completed as of April 29, 2026.

Prior to the submission of Pay Application No. 14 the contractor has submitted for payment the following pay applications:

| Pay Application No. | Amount         | Total Paid to Date |
|---------------------|----------------|--------------------|
| 1                   | \$23,651.39    | \$23,651.39        |
| 2                   | \$1,033,751.48 | \$1,057,402.87     |
| 3                   | \$23,732.32    | \$1,081,135.19     |
| 4                   | \$96,863.39    | \$1,177,998.58     |
| 5                   | \$218,889.18   | \$1,396,887.76     |
| 6                   | \$138,538.50   | \$1,535,426.26     |
| 7                   | \$124,398.02   | \$1,659,824.28     |
| 8                   | \$1,262.01     | \$1,661,086.29     |
| 9                   | \$357,841.25   | \$2,018,927.54     |
| 10                  | \$57,000.00    | \$2,075,927.54     |
| 11                  | \$72,960.00    | \$2,148,887.54     |
| 12                  | \$55,835.91    | \$2,204,723.45     |
| 13                  | \$15,770.00    | \$2,220,493.45     |

The agreement between the City and the Contractor has a total value of \$2,318,861.53 and includes six change orders impacting the overall value and completion time on the project.

**FISCAL IMPACT:** The Well No. 22 Project contract has a total value of \$2,318,861.53. Approving Pay Application #14 for the Storm Lake Well No. 22 will complete the project and reduce the total value of retainage held to \$0.00.

**RECOMMENDATION:** Adopt Resolution Approving Pay Application #14 to King Contracting in the amount of \$98,368.08.

**ATTACHMENTS:**

1. SL Well No. 22 - Pay Application 14\_King SIGNED
2. Letter of Recommendation - Project Closeout Summary
3. Resolution No. 04-R-2026-2027 - Approving Pay Applicatino No. 14 -Storm Lake Well No 22 - King Contracting - CM 7.6.2026

**Contractor's Application for Payment**

|                            |                                           |                                  |           |
|----------------------------|-------------------------------------------|----------------------------------|-----------|
| <b>Owner:</b>              | City of Storm Lake                        | <b>Owner's Project No.:</b>      |           |
| <b>Engineer:</b>           | I&S Group, Inc. (ISG)                     | <b>Engineer's Project No.:</b>   | 22-27926  |
| <b>Contractor:</b>         | King Construction                         | <b>Contractor's Project No.:</b> |           |
| <b>Project:</b>            | City of Storm Lake Production Well No. 22 |                                  |           |
| <b>Contract:</b>           | City of Storm Lake Production Well No. 22 |                                  |           |
| <b>Application No.:</b>    | 14                                        | <b>Application Date:</b>         | 6/23/2026 |
| <b>Application Period:</b> | From 2/25/2026                            | to                               | 4/29/2026 |

|                                                                                                                        |    |              |
|------------------------------------------------------------------------------------------------------------------------|----|--------------|
| 1. Original Contract Price                                                                                             | \$ | 2,380,915.00 |
| 2. Net change by Change Orders                                                                                         | \$ | (62,053.47)  |
| 3. Current Contract Price (Line 1 + Line 2)                                                                            | \$ | 2,318,861.53 |
| 4. Total Work completed and materials stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 2,318,861.53 |
| 5. Retainage                                                                                                           |    |              |
| a. <u>        </u> X \$ 2,318,861.53 Work Completed                                                                    | \$ | -            |
| b. <u>        </u> X \$ - Stored Materials                                                                             | \$ | -            |
| c. Total Retainage (Line 5.a + Line 5.b)                                                                               | \$ | -            |
| 6. Amount eligible to date (Line 4 - Line 5.c)                                                                         | \$ | 2,318,861.53 |
| 7. Less previous payments (Line 6 from prior application)                                                              | \$ | 2,220,493.45 |
| 8. Amount due this application                                                                                         | \$ | 98,368.08    |
| 9. Balance to finish, plus retainage (Line 3 - Line 4 + 5c)                                                            | \$ | -            |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

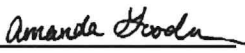
- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** King Contracting LLC dba King Construction

**Signature:** 

**Date:** 6/29/26

**Recommended by Engineer**

**By:** Amanda Goodenow   
**Title:** Civil Engineer  
**Date:** 6/24/2026

**Approved by Owner**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Approved by Funding Agency**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

| <b>Owner:</b> City of Storm Lake<br><b>Engineer:</b> I&S Group, Inc. (ISG)<br><b>Contractor:</b> King Construction<br><b>Project:</b> City of Storm Lake Production Well No. 22<br><b>Contract:</b> City of Storm Lake Production Well No. 22 |                       |                                                      |       |                                   |                                |                                             |                                              | <b>Owner's Project No.:</b> _____<br><b>Engineer's Project No.:</b> 22-27926<br><b>Contractor's Project No.:</b> _____ |                                                          |                                |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------------------------|-------|-----------------------------------|--------------------------------|---------------------------------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------|--------------------------------|
| <b>Application No.:</b> 14                                                                                                                                                                                                                    |                       | <b>Application Period:</b> From 02/25/26 to 04/29/26 |       | <b>Application Date:</b> 06/23/26 |                                |                                             |                                              |                                                                                                                        |                                                          |                                |                                |
| A                                                                                                                                                                                                                                             | B                     | C                                                    | D     | E                                 | F                              | G                                           | H                                            | I                                                                                                                      | J                                                        | K                              | L                              |
| Bid Item No.                                                                                                                                                                                                                                  | Description           | Item Quantity                                        | Units | Contract Information              |                                | Work Completed                              |                                              | Materials Currently Stored (not in G) (\$)                                                                             | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
|                                                                                                                                                                                                                                               |                       |                                                      |       | Unit Price (\$)                   | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |                                                                                                                        |                                                          |                                |                                |
| <b>Original Contract</b>                                                                                                                                                                                                                      |                       |                                                      |       |                                   |                                |                                             |                                              |                                                                                                                        |                                                          |                                |                                |
| 10                                                                                                                                                                                                                                            | Mobilization          | 1.00                                                 | LS    | 88,915.00                         | 88,915.00                      | 1.00                                        | 88,915.00                                    |                                                                                                                        | 88,915.00                                                | 100%                           | -                              |
| 20                                                                                                                                                                                                                                            | WWPPP                 | 1.00                                                 | LS    | 24,000.00                         | 24,000.00                      | 1.00                                        | 24,000.00                                    |                                                                                                                        | 24,000.00                                                | 100%                           | -                              |
| 30                                                                                                                                                                                                                                            | SWPPP                 | 1.00                                                 | LS    | 16,000.00                         | 16,000.00                      | 1.00                                        | 16,000.00                                    |                                                                                                                        | 16,000.00                                                | 100%                           | -                              |
| 40                                                                                                                                                                                                                                            | Demo Existing Site    | 1.00                                                 | LS    | 9,000.00                          | 9,000.00                       | 1.00                                        | 9,000.00                                     |                                                                                                                        | 9,000.00                                                 | 100%                           | -                              |
| 50                                                                                                                                                                                                                                            | New Site Pipe         | 1.00                                                 | LS    | 21,000.00                         | 21,000.00                      | 1.00                                        | 21,000.00                                    |                                                                                                                        | 21,000.00                                                | 100%                           | -                              |
| 60                                                                                                                                                                                                                                            | Well Building         | 1.00                                                 | LS    | 262,000.00                        | 262,000.00                     | 1.00                                        | 262,000.00                                   | -                                                                                                                      | 262,000.00                                               | 100%                           | -                              |
| 70                                                                                                                                                                                                                                            | New Well              | 1.00                                                 | LS    | 1,390,000.00                      | 1,390,000.00                   | 1.00                                        | 1,390,000.00                                 |                                                                                                                        | 1,390,000.00                                             | 100%                           | -                              |
| 80                                                                                                                                                                                                                                            | Controls + Electrical | 1.00                                                 | LS    | 480,000.00                        | 480,000.00                     | 1.00                                        | 480,000.00                                   | -                                                                                                                      | 480,000.00                                               | 100%                           | -                              |
| 90                                                                                                                                                                                                                                            | Contingency           | 1.00                                                 | LS    | 90,000.00                         | 90,000.00                      | 1.00                                        | 90,000.00                                    |                                                                                                                        | 90,000.00                                                | 100%                           | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
|                                                                                                                                                                                                                                               |                       |                                                      |       |                                   | -                              |                                             | -                                            |                                                                                                                        | -                                                        |                                | -                              |
| <b>Original Contract Totals</b>                                                                                                                                                                                                               |                       |                                                      |       |                                   | <b>\$ 2,380,915.00</b>         |                                             | <b>\$ 2,380,915.00</b>                       | <b>\$ -</b>                                                                                                            | <b>\$ 2,380,915.00</b>                                   | <b>100%</b>                    | <b>\$ -</b>                    |

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

|                    |                                           |  |  |  |  |  |                                  |          |  |  |  |
|--------------------|-------------------------------------------|--|--|--|--|--|----------------------------------|----------|--|--|--|
| <b>Owner:</b>      | City of Storm Lake                        |  |  |  |  |  | <b>Owner's Project No.:</b>      |          |  |  |  |
| <b>Engineer:</b>   | I&S Group, Inc. (ISG)                     |  |  |  |  |  | <b>Engineer's Project No.:</b>   | 22-27926 |  |  |  |
| <b>Contractor:</b> | King Construction                         |  |  |  |  |  | <b>Contractor's Project No.:</b> |          |  |  |  |
| <b>Project:</b>    | City of Storm Lake Production Well No. 22 |  |  |  |  |  |                                  |          |  |  |  |
| <b>Contract:</b>   | City of Storm Lake Production Well No. 22 |  |  |  |  |  |                                  |          |  |  |  |

|                         |    |                            |      |          |    |          |                          |          |  |  |  |
|-------------------------|----|----------------------------|------|----------|----|----------|--------------------------|----------|--|--|--|
| <b>Application No.:</b> | 14 | <b>Application Period:</b> | From | 02/25/26 | to | 04/29/26 | <b>Application Date:</b> | 06/23/26 |  |  |  |
|-------------------------|----|----------------------------|------|----------|----|----------|--------------------------|----------|--|--|--|

| A                                          | B                                                                             | C             | D     | E                    | F                              | G                                           | H                                            | I                                          | J                                                        | K                              | L                              |
|--------------------------------------------|-------------------------------------------------------------------------------|---------------|-------|----------------------|--------------------------------|---------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------------------|--------------------------------|--------------------------------|
| Bid Item No.                               | Description                                                                   | Item Quantity | Units | Contract Information |                                | Work Completed                              |                                              | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) |
|                                            |                                                                               |               |       | Unit Price (\$)      | Value of Bid Item (C X E) (\$) | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) |                                            |                                                          |                                |                                |
| <b>Change Orders</b>                       |                                                                               |               |       |                      |                                |                                             |                                              |                                            |                                                          |                                |                                |
| CO 01                                      | Modifications to accommodate Well No. 23                                      | 1.00          | LS    | 59,793.10            | 59,793.10                      | 1.00                                        | 59,793.10                                    |                                            | 59,793.10                                                | 100%                           | -                              |
| CO 02                                      | ATS change from closed to open transition                                     | 1.00          | LS    | (1,000.00)           | (1,000.00)                     | 1.00                                        | (1,000.00)                                   |                                            | (1,000.00)                                               | 100%                           | -                              |
| CO 03                                      | Aquifer didn't yield as much flow as anticipated, downsize several components | 1.00          | LS    | (15,654.07)          | (15,654.07)                    | 1.00                                        | (15,654.07)                                  |                                            | (15,654.07)                                              | 100%                           | -                              |
| CO 04                                      | Additional work plugging well 15                                              | 1.00          | LS    | 5,807.50             | 5,807.50                       | 1.00                                        | 5,807.50                                     |                                            | 5,807.50                                                 | 100%                           | -                              |
| CO 05                                      | Remove seeding from contract                                                  | 1.00          | LS    | (2,500.00)           | (2,500.00)                     | 1.00                                        | (2,500.00)                                   |                                            | (2,500.00)                                               | 100%                           | -                              |
| CO 06                                      | Rectify quantities and liquidated damages                                     | 1.00          | LS    | (108,500.00)         | (108,500.00)                   | 1.00                                        | (108,500.00)                                 |                                            | (108,500.00)                                             | 100%                           | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
|                                            |                                                                               |               |       |                      | -                              |                                             | -                                            |                                            | -                                                        |                                | -                              |
| <b>Change Order Totals</b>                 |                                                                               |               |       |                      | \$ (62,053.47)                 |                                             | \$ (62,053.47)                               | \$ -                                       | \$ (62,053.47)                                           | 100%                           | \$ -                           |
| <b>Original Contract and Change Orders</b> |                                                                               |               |       |                      |                                |                                             |                                              |                                            |                                                          |                                |                                |
| <b>Project Totals</b>                      |                                                                               |               |       |                      | \$ 2,318,861.53                |                                             | \$ 2,318,861.53                              | \$ -                                       | \$ 2,318,861.53                                          | 100%                           | \$ -                           |

### Contractor's Application for Payment

### Stored Materials





---

RE: PRODUCTION WELL NO. 22 – LETTER OF RECOMMENDATION – PROJECT CLOSEOUT

Dear Mr. Covert,

The following items are being supplied for consideration at the upcoming council meeting:

- King Construction Pay Application No. 13
- Partial Certificate of Substantial Completion dated December 24, 2025
- Partial Certificate of Substantial Completion dated January 14, 2026
- Final Certificate of Substantial Completion dated February 16, 2026
- Change Order No. 6
- Notice of Acceptability of Work
- King Construction Pay Application No. 14 – Final

ISG, City Staff, and King Construction have met twice in the last few months to discuss and negotiate completion dates and damages regarding the Well No. 22 project. Both the City and King Construction feel that compromises are being made with the documents that are slated for consideration by the council. The enclosed information summarizes the project facts and negotiation discussions. After the information is presented, each document for consideration will be presented in detail.

## NEGOTIATION SUMMARY

### **Contract requirement: Time is of the essence**

The Contract Documents clearly state that time is of the essence for all Contract Times, including the Milestones, Substantial Completion, and completion and readiness for final payment. Accordingly, the Contractor is obligated to prosecute and complete the Work diligently and continuously, to coordinate its forces, subcontractors, suppliers, submittals, and procurement of long-lead items so as to achieve each Milestone and Substantial Completion by the required dates, and to take whatever measures are necessary—whether permanent or temporary—to meet the Contract’s functional requirements when scheduled. The Contractor’s failure to meet the Contract Times constitutes a breach of the Contract and subjects the Contractor to the Contract remedies, including assessment of liquidated damages and any other relief available under the Contract Documents.

### **Intent of the Milestones: (why the contract separated “water available” from full completion)**

From the outset, the milestone structure was intended to get the City water as fast as possible (Milestone 1) while also acknowledging that certain items can legitimately delay the overall well construction, particularly long-lead time electrical, controls, VFDs, and generators.

Consistent with that intent, Milestone 1 was set for June 1, 2025 to prioritize getting the well manually operational for the city during the summer high-use season. Milestone 2 was set for November 1, 2025 to allow for the longer lead-time equipment to be procured.

The effective date of the Owner-Contractor contract was September 3, 2024. The contractor began work onsite immediately.

### **Change Order No. 3**

The City recognizes that a significant scope change occurred when testing showed the aquifer would not sustain the pumping rate originally anticipated, requiring downsizing of major well components.

Documented schedule timeline (Change Order No. 3 processing):

- January 9, 2025 – test pump data documenting lower capacity.
- February 18, 2025 – proposal request issued to Contractor for revised well capacity.
- April 24, 2025 – partial response received from Contractor, documenting cost changes for well components. Answers were not received on electrical and controls at this time.
- June 20, 2025 – verbal approval by all parties to proceed with the change order. King Construction ordered the well materials.
- July 7, 2025 – Change Order No. 3 formally executed at a City Council meeting.
- September 29, 2025 – Well materials were delivered by the supplier.

Ultimately, Change Order No. 3 adjusted the column pipe and well pump sizes to match the lower well capacity, and no changes were made to the electrical, controls, or generator.

ISG considers total duration to process the change order documented as 162 days from January 9, 2025 to June 20, 2025. Sixty-five (65) days of that count are attributed to the Contractor for the first response, which included the well components. Fifty-seven (57) additional days are attributed to the contractor for clarifying the status of the electrical and controls and discussing cost increases and equipment delays with the engineer if electrical and control components are swapped.

ISG's reasoning for using June 20, 2025 as the effective date is based on the following. King Construction acknowledged the verbal approval in the progress meeting on June 20<sup>th</sup>, and provided an updated schedule on that date, indicating that the well would be finished around July 25, 2025. The schedule further indicated that electrical work was anticipated to finish around August 1, 2025.

King Construction considers July 7, 2025 the official date of change order execution, which is the date that effectively changed their contract documents.

### **Contractor Lack of Responsiveness**

With respect to Change Order No. 3, the City/Engineer experienced repeated delays and incomplete responses from the Contractor during change order development and clarification. Those communication gaps extended the time required to define the revised scope and pricing, contributing to a longer change order processing period than was necessary.

Separately, the Contractor's efforts to achieve Buy America Build America (BABA) compliance were disorganized and required ongoing, repeated follow-up by the City's grant administrator and Engineer. Project records document continued administrative impacts, including incomplete or untimely compliance documentation, pay application processing delays, and recurring discussions regarding waiver timing/risks and whether to hold pay applications pending BABA clearance. It is notable that this project was the first in Storm Lake required to comply with BABA requirements.

### **Milestone 1 – Well Operational Capability**

The project contract set Milestone 1 on the project for June 1, 2025 and defined it as: *Well completed and site setup to allow owner to run well manually. Contractor shall supply all intermediate connections necessary for running well without the remainder of the site being completed.*

The actual completion of Milestone 1 occurred on December 24, 2025, when the City began receiving water from the well.

The City and ISG recognize that a significant change order occurred in the summer of 2025. The test well completed by Sargent Drilling in winter 2024/2025 showed that the aquifer would not sustain as high of a pumping rate as initially anticipated in the plans and specifications. A full timeline of Change Order 3 is provided on the previous page.

Using the documented June 20, 2025 proceed date and the documented 162-day change order processing period, the City's proposed adjusted Milestone 1 date is November 29, 2025. This adjusted Milestone 1 is offered as a compromise and does not separately deduct time for the Contractor's lack of urgency during the change order development and response period. Liquidated damages between November 29, 2025 and December 24, 2025 would total \$12,500.

King Construction considers July 7, 2025 the official date of change order execution, which totals 179 days from January 9, 2025. Adding 179 days to July 7, 2025 results in a new Milestone 1 adjusted date of January 2, 2026, which would not trigger liquidated damages.

### **Milestone 2 – Substantial Completion of the Entire Project**

The contract set Milestone 2 for November 1, 2025 and defined it as: *Substantial completion of entire project. If equipment delays (such as generator or VFD) result in contractor not being able to meet this date, the contractor shall provide all temporary equipment necessary to run well at no cost to owner.*

The actual completion of Milestone 2 occurred on February 16, 2026, which marks the date of permanent generator startup, which was the last piece of equipment to be started. This is 107 days past the contractual completion date of November 1, 2025, but Milestone 2 should be adjusted to reflect changes in Milestone 1.

Because Change Order No. 3 did not change the underlying need for electrical/controls completion—and because Milestone 2's original intent was already to allow delayed delivery of electrical/controls behind well construction—the City's position is that Milestone 2 should remain aligned to the functional milestone objective (i.e., no additional extension beyond what is already afforded by the milestone 1 offer – November 29, 2025).

Excluding overlap from Milestone 1 overrun, ISG calculates additional days for executing Milestone 2 completion from December 24, 2025 to February 16, 2026, which is 54 days (\$27,000).

King Construction's proposed date for Milestone 1 is January 2, 2026. King Construction feels that a minimum of 30 days should be allowed to get from Milestone 1 to Milestone 2 due to coordination of controls and startup after the well is constructed. Allowing for 30 days puts Milestone 2 adjustment on February 2, 2026. King Construction notes that on January 14, the controls automation was completed, and the well could be run with the intended controls. The temporary generator remained in place as a backup until February 16, 2026. Liquidated damages between February 2 and February 16 calculates to \$7,000.

### Final Completion of the Project

The contract allows 31 days after substantial completion for punchlist and other work to be completed by the contractor. The electrical punchlist was provided to King Construction on February 24, 2026, including 18 separate items. Thirty-one (31) days after the issuance of the punchlist results in March 27, 2025.

On June 10, 2026, the City accepted the Contractor's work regarding the electrical service conduit; therefore, ISG proposes this date be used as the intended date to issue a Notice of Acceptability for the project. Liquidated damages for final completion are calculated at \$500 per calendar day from March 27 to June 10, totaling \$37,500.

King Construction notes that on April 29, all electrical punchlist items were completed except for the service conduit. ISG, King, and the City had several email conversations regarding the service conduit between April 29 and June 10. The conduit was specified in the contract documents to be metal where it exited the ground, which provides additional protection from maintenance activities such as weed-whipping and snow removal. King Construction provided more details on the material installed (schedule 80 PVC), and the City ultimately accepted the conduit as constructed, which completed the punchlist. King Construction feels that April 29 should be used for the Notice of Acceptability.

### Liquidated Damages

The Contract's LD provision states that the parties recognize the difficulty of proving actual damages and therefore agree to liquidated damages instead of requiring proof of actual loss, and further provides \$500 per day for late Milestone attainment and late Substantial Completion.

The City is not required to prove actual loss to assess LDs; however, the City has experienced both non-financial and financial impacts due to delayed milestone attainment and extended project administration.

In summary, the City's requested written response is necessary because the project record reflects two recurring patterns that have affected both schedule and closeout. First, during Change Order No. 3 development, delayed and incomplete Contractor responses extended the time required to define scope, confirm what was and was not changing (including electrical/controls), and execute the change—issues that bear directly on any claimed entitlement to additional time beyond the City's proposed Milestone 1 accommodation. Second, the Contractor's disorganized approach to BABA compliance has required repeated follow-up and added administrative burden, including delays and uncertainty in processing pay applications and compliance documentation. For these reasons, the city is calculating liquidated damages on the project as follows:

1. Twenty-five (25) days for Milestone 1 = \$12,500
2. Fifty-four (54) days for Milestone 2 = \$27,000
3. Seventy-Five (75) days for Final Completion = \$37,500.

In good faith, the City offered to forgo Milestone 1 damages, bringing the total revised request to \$64,500.

During negotiations, it was suggested that if February 2 is used as the new calculated Milestone 2 date, then March 5 would be the calculated final completion date. Calculating from March 5 to April 29 equals \$27,500. Calculating from March 5 to June 10 equals \$48,500. The City offered to split the difference and settle for \$38,000. King Construction has offered half of that amount (\$18,500) as a proposed settlement.

## **KING CONSTRUCTION PAY APPLICATION NO. 13**

This pay application pays for all work completed to date, including finishing of the well building, electrical and controls, and site restoration. ISG recommends payment of \$15,770.00, which stands independently from any of the dates and damages being discussed in the following agenda items.

## **PARTIAL CERTIFICATE OF SUBSTANTIAL COMPLETION, DECEMBER 24, 2025**

This certificate of substantial completion marks partial completion of the project on December 24, 2025, which is the date that the temporary generator was installed and the well was able to be operated manually. This equates to completion of Milestone 1. ISG recommends that this certificate be acknowledged.

## **PARTIAL CERTIFICATE OF SUBSTANTIAL COMPLETION, JANUARY 14, 2026**

This certificate of substantial completion marks partial completion of the project on January 14, 2026, which is the date that the automation was completed and the well was able to be operated automatically. ISG recommends that this certificate be acknowledged.

## **FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION, FEBRUARY 16, 2026**

This certificate of substantial completion marks substantial completion of the entire project on February 16, 2026, which is the date that the permanent generator was started up and all equipment begins its warranty period. This equates to completion of Milestone 2. ISG recommends that this certificate be acknowledged.

## **CHANGE ORDER NO. 6**

This change order serves two purposes. The first purpose is to rectify quantities. A contingency amount of \$90,000 was set aside within the project to account for any changes that may arise during construction, particularly in relation to the geology of the aquifer. During construction, a total of \$46,446.53 was used from the contingency, with the largest share of that cost associated with well house modifications to accommodate future Well No. 23. This change order removes the contingency from the project to rectify quantities, resulting in an overall project cost savings of \$43,553.47 from the original bid amount after all change orders and contingencies are applied.

The second purpose of the change order is to apply liquidated damages. An amount of \$18,500 is listed, which is the amount proposed by King Construction after liquidated damages. The City, ISG, and King Construction all feel that this is a compromise, as no one party is satisfied with the amount. This liquidated damages amount is for the council's consideration. If Change Order No. 6 is denied, then the following two agenda items should be tabled.

## **NOTICE OF ACCEPTABILITY OF WORK**

This Notice of Acceptability of Work marks the full completion of the project under the contract and releases the retainage held on the project. Any items that arise at the well site moving forward would be addressed under the contractor's warranty. The proposed date of acceptance is April 29, 2026 which is a compromise on behalf of the City, who originally proposed June 10, 2026. Ultimately, this date does not impact the project warranty and ISG recommends approval if the council agrees to Change Order No. 6.

**KING CONSTRUCTION PAY APPLICATION NO. 14 – FINAL**

This pay application incorporates the final change order and pays the retainage of \$98,368.08. ISG recommends approval of the final pay application if the council agrees to Change Order No. 6.

If you have any questions regarding these documents, please don't hesitate to reach out to me at 712.732.7745

Sincerely,



Amanda Goodenow, PE  
*Senior Civil Engineer*

[Amanda.Goodenow@ISGInc.com](mailto:Amanda.Goodenow@ISGInc.com)

**RESOLUTION NO. 04-R-2026-2027**

**RESOLUTION APPROVING PAY APPLICATION NUMBER 14  
FOR THE STORM LAKE WELL NO 22 PROJECT**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Well No. 22 Project, (hereinafter PROJECT) with:

|                      |                               |
|----------------------|-------------------------------|
| Contractor Name:     | <b>King Contracting, LLC.</b> |
| Contractor Location: | Wall Lake, Iowa               |
| Date of Agreement:   | September 3, 2024             |

WHEREAS, the CONTRACTOR has submitted to the Project Engineer and the City Pay Application No. 14 for consideration of payment on the PROJECT for work completed as of February 25, 2026; and,

WHEREAS, prior to the submission of Pay Application No. 14 the CONTRACTOR has submitted for payment the following pay applications:

| <b>Pay Application No.</b> | <b>Amount</b>  | <b>Total Paid to Date</b> |
|----------------------------|----------------|---------------------------|
| 1                          | \$23,651.39    | \$23,651.39               |
| 2                          | \$1,033,751.48 | \$1,057,402.87            |
| 3                          | \$23,732.32    | \$1,081,135.19            |
| 4                          | \$96,863.39    | \$1,177,998.58            |
| 5                          | \$218,889.18   | \$1,396,887.76            |
| 6                          | \$138,538.50   | \$1,535,426.26            |
| 7                          | \$124,398.02   | \$1,659,824.28            |
| 8                          | \$1,262.01     | \$1,661,086.29            |
| 9                          | \$357,841.25   | \$2,018,927.54            |
| 10                         | \$57,000.00    | \$2,075,927.54            |
| 11                         | \$72,960.00    | \$2,148,887.54            |
| 12                         | \$55,835.91    | \$2,204,723.45            |
| 14                         | \$15,770.00    | \$2,220,493.45            |

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$2,318,861.53 and includes six change orders impacting the overall value and completion time on the project; and,

WHEREAS, Pay Application No. 14 shows the following:

|                                        |                       |
|----------------------------------------|-----------------------|
| Total Value of Work Completed to Date: | <b>\$2,318,861.53</b> |
| Total Value of Retainage Held          | <b>\$0.00</b>         |
| Total Request for Payment              | <b>\$98,368.08</b>    |

WHEREAS, the CONTRACTOR and Project Engineer have reviewed the pay application for compliance with the federal Buy American, Build America (BABA) compliance requirements and have signed off on certification that all products and materials for which payment is requested are either certified by approved BABA Certificates or have an approved BABA wavier.

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

SECTION 1. That the City Council has approved Pay Application No. 14 and authorized payment of \$98,368.08 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 14 on behalf of the CITY.

SECTION 3. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request for reimbursement from the Iowa Economic Development Authority for reimbursement of funds from the City's Community Development Block Grant (CDBG) as follows:

|                                          |                    |
|------------------------------------------|--------------------|
| Total Value of Pay Application           | <b>\$98,368.08</b> |
| Reimbursement Amount from CDBG           | <b>\$35,258.00</b> |
| Value Paid by State Revolving Loan Funds | <b>\$63,110.08</b> |

SECTION 4. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request to the Iowa Finance Authority for reimbursement of funds from the City's approved State Revolving Loan Fund in the amount of **\$35,258.00**.

SECTION 5. The City Council hereby certifies that **\$63,110.08** of Pay Application No. 14 is attributed to the CDBG portion of this project and that this resolution authorizes obligation of CDBG funds to reimburse the City for those funds.

SECTION 6. That Pay Application No. 14 is hereby accepted and approved by the City.

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2026.

APPROVED BY THE  
CITY OF STORM LAKE

---

Margaret J. McKeon, Mayor

ATTEST

---

Mayra A. Martinez, City Clerk





## Staff Summary

7/6/2026

Agenda Item # F.11.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Ron Covert, Public Works Director

**SUBJECT:** **Motion to Approve Notice of Acceptability for Well No. 22 Project**

**BACKGROUND:** On April 29, 2026, the City accepted the Contractor's work regarding the final punch list items on the Well No.22 Project. This date is being used as the intended date to issue a Notice of Acceptability for the project.

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. The total cost of the completed work is \$2,318,861.53.
2. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
3. This Notice reflects and is an expression of the Engineer's professional opinion.
4. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
5. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer

under such Agreement.

6. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.

7. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Motion to Approve Notice of Acceptability for Well No. 22 Project

**ATTACHMENTS:**

1. [27926 Notice of Acceptability](#)

## NOTICE OF ACCEPTABILITY OF WORK

---

**PROJECT:** City of Storm Lake Production Well No. 22

**OWNER:** City of Storm Lake

**CONTRACTOR:** King Contracting, LLC dba King Construction

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:** 27926

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:** September 3, 2024

**ENGINEER:** I & S Group, Inc. (ISG)

**NOTICE DATE:** April 29, 2026

---

**To:** City of Storm Lake  
Owner

**And To:** King Contracting, LLC dba King Construction  
Contractor

**From:** ISG  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the Engineer has inspected the completed Work for the Project, and that the Work furnished and performed by Contractor is in compliance with the terms of the above Construction Contract and is acceptable, expressly subject to the provisions of the related Contract Documents, and the following terms and conditions of this Notice:

### CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. The total cost of the completed work is \$2,318,861.53.
2. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
3. This Notice reflects and is an expression of the Engineer's professional opinion.

4. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
5. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
6. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
7. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.
- 8.

By: Amanda Hood

Title: Senior Civil Engineer

Dated: 6/24/2026

## Staff Summary

7/6/2026

Agenda Item # F.12.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Ron Covert, Public Works Director

**SUBJECT:** **Resolution No. 05-R-2026-2027 Stating the Substantial Completion of the Well No. 22 Project for the City of Storm Lake, Iowa**

**BACKGROUND:** On September 3, 2024, the City of Storm Lake entered into an agreement with King Contracting, LLC dba King Construction to construct Well No. 22 with stainless steel production casing, associated water main, well house, and associated components per the plans and specifications provided by ISG. Substantial completion of the project was reached on February 16, 2026. In order for Simmering-Cory to complete the funding documentation for the CDBG grant administration, the City Council needs to acknowledge this milestone by resolution.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Adopt Resolution Stating the Substantial Completion of the Well No. 22 Project for the City of Storm Lake

**ATTACHMENTS:**

1. 27926 Certificates of Substantial Completion\_King Signed
2. Resoluion No. 05-R-2026-2027 - Stating Substantial Completion Approval - Storm Lake Well No. 22 - CM 7.6.2026

## CERTIFICATE OF SUBSTANTIAL COMPLETION

|                                                         |                                                          |
|---------------------------------------------------------|----------------------------------------------------------|
| Owner: City of Storm Lake                               | Owner's Contract No.:                                    |
| Contractor: King Contracting, LLC dba King Construction | Contractor's Project No.: 724014                         |
| Engineer: ISG Inc.                                      | Engineer's Project No.: 27926                            |
| Project: City of Storm Lake Production Well No. 22      | Contract Name: City of Storm Lake Production Well No. 22 |

**This partial Certificate of Substantial Completion applies to:**

☐ All Work ☒ The following specified portions of the Work:

The well, the process piping, setup with a temporary generator to allow the well to be operated manually, the well house and most components of electrical and controls. Notably, this partial certificate does *not* apply to the permanent generator, permanent power to the site, automation, minisplit (HVAC), punchlist items (provided in February 2026), electrical outlets, electrical equipment pads (interior), final grading and placement of gravel driveway, interior lighting, and yard light.

December 24, 2025

### Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected was provided under separate cover. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

☒ None  
☐ As follows

Amendments to Contractor's responsibilities:

☒ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: None.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

|                                     |                              |                                   |                                   |                                   |                                   |
|-------------------------------------|------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| EXECUTED BY ENGINEER:               |                              | RECEIVED:                         |                                   | RECEIVED:                         |                                   |
| By: <u>Amanda Hoodu</u>             | By: _____                    | By: <u>T. King</u>                | By: _____                         | By: _____                         | By: _____                         |
| (Authorized signature)              | Owner (Authorized Signature) | Contractor (Authorized Signature) | Contractor (Authorized Signature) | Contractor (Authorized Signature) | Contractor (Authorized Signature) |
| Title: <u>Senior Civil Engineer</u> | Title: _____                 | Title: <u>President</u>           | Title: _____                      | Title: _____                      | Title: _____                      |
| Date: <u>6/24/2026</u>              | Date: _____                  | Date: <u>6/29/26</u>              | Date: _____                       | Date: _____                       | Date: _____                       |



## CERTIFICATE OF SUBSTANTIAL COMPLETION

|                                                         |                                                          |
|---------------------------------------------------------|----------------------------------------------------------|
| Owner: City of Storm Lake                               | Owner's Contract No.:                                    |
| Contractor: King Contracting, LLC dba King Construction | Contractor's Project No.: 724014                         |
| Engineer: ISG Inc.                                      | Engineer's Project No.: 27926                            |
| Project: City of Storm Lake Production Well No. 22      | Contract Name: City of Storm Lake Production Well No. 22 |

**This partial Certificate of Substantial Completion applies to:**

☐ All Work ☒ The following specified portions of the Work:

The automation, electrical equipment pads (interior), and interior lighting. Notably, this partial certificate does *not* apply to the permanent generator, permanent power to the site, minisplit (HVAC), punchlist items (provided in February 2026), electrical outlets, final grading and placement of gravel driveway, and yard light.

January 14, 2026

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected was provided under separate cover. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

☒ None  
☐ As follows

Amendments to Contractor's responsibilities:

☒ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: None.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

|                                                                                                                                                                                                                                  |                                                                                                                                                                   |                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>EXECUTED BY ENGINEER:</p> <p>By: <u>Amanda Hood</u> By: _____</p> <p style="text-align: center;">(Authorized signature)</p> <p>Title: <u>Senior Civil Engineer</u> Title: _____</p> <p>Date: <u>6/24/2026</u> Date: _____</p> | <p>RECEIVED:</p> <p>By: _____</p> <p style="text-align: center;">Owner (Authorized Signature)</p> <p>Title: _____ Title: _____</p> <p>Date: _____ Date: _____</p> | <p>RECEIVED:</p> <p>By: <u>D. King</u> By: _____</p> <p style="text-align: center;">Contractor (Authorized Signature)</p> <p>Title: <u>President</u> Title: _____</p> <p>Date: <u>6/29/2026</u> Date: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## CERTIFICATE OF SUBSTANTIAL COMPLETION

|                                                         |                                                          |
|---------------------------------------------------------|----------------------------------------------------------|
| Owner: City of Storm Lake                               | Owner's Contract No.:                                    |
| Contractor: King Contracting, LLC dba King Construction | Contractor's Project No.: 724014                         |
| Engineer: ISG Inc.                                      | Engineer's Project No.: 27926                            |
| Project: City of Storm Lake Production Well No. 22      | Contract Name: City of Storm Lake Production Well No. 22 |

**This final Certificate of Substantial Completion applies to:**

☒ All Work ☐ The following specified portions of the Work:

February 16, 2026

### Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected was provided under separate cover. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities:

☒ None  
☐ As follows

Amendments to Contractor's responsibilities:

☒ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: punch lists provided via email on February 13 and 24, 2026.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

|                                     |                              |                                   |                                   |                                   |                                   |
|-------------------------------------|------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| EXECUTED BY ENGINEER:               |                              | RECEIVED:                         |                                   | RECEIVED:                         |                                   |
| By: <u>Amanda Gooden</u>            | By: _____                    | By: <u>[Signature]</u>            | By: _____                         | By: _____                         | By: _____                         |
| (Authorized signature)              | Owner (Authorized Signature) | Contractor (Authorized Signature) | Contractor (Authorized Signature) | Contractor (Authorized Signature) | Contractor (Authorized Signature) |
| Title: <u>Senior Civil Engineer</u> | Title: _____                 | Title: <u>President</u>           | Title: _____                      | Title: _____                      | Title: _____                      |
| Date: <u>6/24/2026</u>              | Date: _____                  | Date: <u>6/29/26</u>              | Date: _____                       | Date: _____                       | Date: _____                       |

**RESOLUTION NO. 05-R-2026-2027**

**RESOLUTION STATING THE SUBSTANTIAL COMPLETION OF THE WELL NO 22  
PROJECT FOR THE CITY OF STORM LAKE, IOWA**

WHEREAS, the City of Storm Lake, Iowa, (“CITY”) entered into a contract with Charles Sargent Irrigation, Inc., of Broken Bow, Nebraska (“CONTRACTOR”) on September 3, 2024; and,

WHEREAS, the original contract included a requirement that the project be substantially complete by November 1, 2025; and,

WHEREAS, the original contract included a requirement that the project be completed and ready for final payment on or before December 2, 2025; and,

WHEREAS, the contractor and the City’s Project Engineer, I&S Group Inc., (“ENGINEER”) have reviewed and tested the project and now determine that the well is operational and thus can be determined to be substantially complete.

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

SECTION 1. The following review of the ENGINEER’s recommendation and discussion and recommendation from City staff that the City Council finds that the project is substantially completed in accordance with the Code of Iowa.

SECTION 2. The City Council hereby authorizes the Mayor to sign and date the Certificate of Substantial Completion presented by the engineer as of February 16, 2026.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2026.

BY THE CITY COUNCIL OF THE  
CITY OF STORM LAKE, IOWA

---

Margaret J. McKeon, Mayor

ATTEST

---

Mayra A. Martinez, City Clerk

## Staff Summary

7/6/2026

Agenda Item # F.13.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Ron Covert, Public Works Director

**SUBJECT:** **Public Hearing for 2026 Storm Lake Well No. 23 Project**

**BACKGROUND:** The City has a need to make improvements to the City's water system and to ensure that the City is able to supply residents with a high quality, safe, and economical supply of water.

For the Well No. 23 Development Project, the proposed plans, specifications, form of contract, and cost estimate are on file in the office of the City Clerk.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Open public hearing  
Hear comments  
Close public hearing

**ATTACHMENTS:**

1. 31751 Storm Lake Well 23 - Bid Tabulation\_2026.06.25
2. 31751 ISG Letter of Recommendation

# Bid Tabulation

## CITY OF STORM LAKE PRODUCTION WELL NO. 23



Storm Lake, Iowa

Project Number: 31751  
Bid Letting Time + Date: 10:00 a.m., June 25, 2026  
Bid Letting Location: Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa 50588

|                                                                                         |                        |      |          |                                                                        |  |                                                                                                     |  |                                              |  |                                                                 |  |
|-----------------------------------------------------------------------------------------|------------------------|------|----------|------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--|----------------------------------------------|--|-----------------------------------------------------------------|--|
| I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS<br><i>Amanda Hood</i> |                        |      |          | Charles Sargent Irrigation, Inc.<br>dba Sargent Drilling<br>Geneva, NE |  | Christiansen Commercial Contracting,<br>Inc. dba Christiansen Construction<br>Company<br>Pender, NE |  | Rieschick Drilling Company<br>Falls City, NE |  | King Contracting, LLC<br>dba King Construction<br>Wall Lake, IA |  |
| Date: 06.25.2026 License Number: P25734                                                 |                        |      |          |                                                                        |  |                                                                                                     |  |                                              |  |                                                                 |  |
| Item No.                                                                                | Construction Item      | Unit | Quantity | Base Bid                                                               |  | Base Bid                                                                                            |  | Base Bid                                     |  | Base Bid                                                        |  |
| 1                                                                                       | PRODUCTION WELL NO. 23 | LS   | 1        | \$ 479,712.00                                                          |  | \$ 505,000.00                                                                                       |  | \$ 517,860.00                                |  | \$ 768,000.00                                                   |  |
| Total Construction Cost                                                                 |                        |      |          | \$ 479,712.00                                                          |  | \$ 505,000.00                                                                                       |  | \$ 517,860.00                                |  | \$ 768,000.00                                                   |  |

JUNE 25, 2026

Mr. Ron Covert  
City of Storm Lake  
620 Erie Street  
Storm Lake, IA 50588



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RE: RECOMMENDATION OF AWARD, PRODUCTION WELL NO. 23

Dear Mr. Covert,

Bids were received for the City of Storm Lake Production Well No. 23 project on Thursday, June 25, 2026, and opened at 10:00 a.m. Four bids were received for the project. A detailed bid tabulation is attached, and a summary is provided below:

| CONTRACTOR                            | TOTAL BID    |
|---------------------------------------|--------------|
| King Construction, Wall Lake, IA      | \$768,000.00 |
| Sargent Drilling, Geneva, NE          | \$479,712.00 |
| Christiansen Construction, Pender, NE | \$505,000.00 |
| Rieschick Drilling, Falls City, NE    | \$517,860.00 |
| ENGINEER'S ESTIMATE                   | \$807,850.00 |

The low bid of \$479,712.00 from Sargent Drilling is 40% below the Engineer's Estimate of cost. The engineer's initial estimate was assuming compliance with the Buy America Build America (BABA) program, but the City's final grant did not require compliance with this program. Additionally, the bidding market is competitive right now for this type of work. ISG has worked with Sargent Drilling previously and they have proven to be responsive and competent. Sargent Drilling was also the well driller for well 22, on the same site. Additionally, ISG has confirmed that the bid from Sargent Drilling is complete and thorough. Therefore, ISG recommends accepting the low bid of \$479,712.00 and awarding the construction contract to Sargent Drilling of Geneva, NE.

If there are any questions regarding this recommendation, please contact us at 712.732.7745.

Sincerely,

A handwritten signature in black ink that reads "Amanda Goodenow".

Amanda Goodenow, P.E.  
Senior Civil Engineer  
Amanda.Goodenow@ISGInc.com

Encl: Bid Tabulation

## Staff Summary

7/6/2026

Agenda Item # F.14.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Ron Covert, Public Works Director

**SUBJECT:** **Resolution No. 06-R-2026-2027 Accepting Bids and Authorizing the Award of Contract for the Construction of Well No. 23 for the City of Storm Lake, Iowa**

**BACKGROUND:** The City held a bid letting on Thursday, June 25, 2026, for the Well No. 23 Project, at which time the City received four bids as shown in the chart below:

| Bidder                    | Location       | Bid          |
|---------------------------|----------------|--------------|
| Sargent Drilling          | Geneva, NE     | \$479,712.00 |
| Christiansen Construction | Pender, NE     | \$505,000.00 |
| Rieschick Drilling        | Falls City, NE | \$517,860.00 |
| King Contracting          | Wall Lake, IA  | \$768,000.00 |

The low bid from Sargent Drilling is 40.62% below the engineer's estimate of \$807,850.00.

The project will drill a new alluvial well at the same location as Well No. 22, which was constructed in 2025-2026. Well No. 23 will utilize the same well house, power, controls, generator, and raw water main as Well No. 22, which were increased to cover a future well during the Well No. 22 project.

## FISCAL IMPACT:

Acceptance and award of bid will result in a contractual expense for the City of \$479,712.00. The project was budgeted for \$1,000,000.00

which included engineering and construction costs.

The City has received a Community Development Block Grant for this project with a maximum award of \$500,000.00. Of that award amount the cost for grant administration services is \$22,000.00, leaving \$478,000.00 remaining for construction.

Due to the lower than anticipated bids our grant administrator has had a conversation with the State to determine if we can retain the full value of the grant for this project which essentially would pay for 99.64% of the construction costs. The State typically likes to see a buy-in from the applicant and requires a minimum 50 percent cost match. Because of the lower bids the City's Grant Administrator has had conversations with the State regarding the grant share of the project. The State is willing to split the cost of the bid as follows: 75 percent grant and 25 percent City. The City would still be responsible for 100 percent of the engineering costs (no change) and the grant will pay 100 percent of the grant administration costs (excluding the original Grant Writing services of \$1,500).

As such, without consideration of the engineering fees, the construction budget would look like the following:

| <b>Expense Description</b> | <b>Disciplines %</b> | <b>Total Costs</b>  | <b>CDBG Share</b>   | <b>City Share</b>   |
|----------------------------|----------------------|---------------------|---------------------|---------------------|
| Construction               | 70.68%               | \$479,712.00        | \$359,784.00        | \$119,928.00        |
| Engineering                | 25.86%               | \$175,500.00        | \$0.00              | \$175,500.00        |
| Grant Administration       | 3.46%                | \$23,500.00         | \$22,000.00         | \$1,500.00          |
| <b>Total</b>               | <b>100%</b>          | <b>\$678,712.00</b> | <b>\$381,784.00</b> | <b>\$296,928.00</b> |
| <b>Cost Share %</b>        |                      | <b>100.00%</b>      | <b>56.25%</b>       | <b>43.75%</b>       |

The original estimated cost of the construction elements at the time of construction attributed to the City was \$432,350.00 or 46.37 percent of the construction budget estimate. Based on the bids and the revised cost share, the City will still see a significant benefit from the receipt of the lower than anticipated bids.

**RECOMMENDATION:** Adopt Resolution Accepting Bids and Authorizing the Award of Contract for the Construction of Well No. 23 for the City of Storm Lake, Iowa

**ATTACHMENTS:**

1. Resolution No. 06-R-2026-2027 - Resolution Accepting Bids and Awarding Bid and Contract - Storm Lake Well No 23 -CM 7.6.2026
2. ISG Letter of Recommendation
3. Storm Lake Well 23 - Bid Tabulation\_2026.06.25



RESOLUTION NO. \_\_\_\_\_

RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE AWARD OF CONTRACT FOR THE  
CONSTRUCTION OF WELL NO. 23 FOR THE CITY OF STORM LAKE, IOWA

WHEREAS, the City of Storm Lake, (hereinafter CITY) provided notice as required under the State law for public improvement bidding and in compliance with federal grant funding guidelines for the Well No. 23 Development Project, (hereinafter PROJECT); and,

WHEREAS, the CITY held a public bid letting on Thursday, June 25, 2026, at 10:00 A.M.; and,

WHEREAS, the CITY received a total of four bids as shown here:

|    |                                      |              |
|----|--------------------------------------|--------------|
| 1. | Sargent Drilling, Geneva, NE         | \$479,712.00 |
| 2. | Christiansen Construction, Pender NE | \$505,000.00 |
| 3. | Rieschick Drilling, Falls City, NE   | \$517,860.00 |
| 4. | King Construction, Wall Lake, IA     | \$768,000.00 |

WHEREAS, the CITY's project engineer had previously provided a construction estimate of \$807,850.00; and,

WHEREAS, the low bidder on the project is Sargent Drilling, of Geneva, Nebraska; and,

WHEREAS, the CITY's project engineer has reviewed the low bid and determined that it complies with the full requirements of Iowa law.

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

Section 1. That any irregularities associated with the submittal of bids for the PROJECT are hereby waived.

Section 2. That the bid from Sargent Drilling of Geneva, NE, is hereby accepted for the Well No. 23 Project as described in the plans and specifications as was previously ordered by the Council.

Section 3. That the project engineer is directed to send the contracts and bond forms to the contractor and to request that two copies of the signed contract and bonds be returned to the City for execution in the amount of \$479,712.00.

Section 4. That following receipt of the signed contract and bonds from Sargent Drilling that the Mayor and Clerk shall execute the contract on behalf of the City.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2026, BY THE CITYCOUNCIL OF THE CITY OF STORM LAKE, IOWA.

\_\_\_\_\_  
Margaret J. McKeon, Mayor

ATTEST

\_\_\_\_\_  
Mayra Martinez, City Clerk

JUNE 25, 2026

Mr. Ron Covert  
City of Storm Lake  
620 Erie Street  
Storm Lake, IA 50588



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RE: RECOMMENDATION OF AWARD, PRODUCTION WELL NO. 23

Dear Mr. Covert,

Bids were received for the City of Storm Lake Production Well No. 23 project on Thursday, June 25, 2026, and opened at 10:00 a.m. Four bids were received for the project. A detailed bid tabulation is attached, and a summary is provided below:

| CONTRACTOR                            | TOTAL BID    |
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| ENGINEER'S ESTIMATE                   | \$807,850.00 |

The low bid of \$479,712.00 from Sargent Drilling is 40% below the Engineer's Estimate of cost. The engineer's initial estimate was assuming compliance with the Buy America Build America (BABA) program, but the City's final grant did not require compliance with this program. Additionally, the bidding market is competitive right now for this type of work. ISG has worked with Sargent Drilling previously and they have proven to be responsive and competent. Sargent Drilling was also the well driller for well 22, on the same site. Additionally, ISG has confirmed that the bid from Sargent Drilling is complete and thorough. Therefore, ISG recommends accepting the low bid of \$479,712.00 and awarding the construction contract to Sargent Drilling of Geneva, NE.

If there are any questions regarding this recommendation, please contact us at 712.732.7745.

Sincerely,

A handwritten signature in black ink, reading "Amanda Goodenow". The signature is fluid and cursive, with a long horizontal line extending from the end.

Amanda Goodenow, P.E.  
Senior Civil Engineer  
Amanda.Goodenow@ISGInc.com

Encl: Bid Tabulation

# Bid Tabulation

## CITY OF STORM LAKE PRODUCTION WELL NO. 23

Storm Lake, Iowa

ISG

Project Number: 31751

Bid Letting Time + Date: 10:00 a.m., June 25, 2026

Bid Letting Location: Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa 50588

| I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS<br><i>Amanda Hood</i> |                        |      |          | Charles Sargent Irrigation, Inc.<br>dba Sargent Drilling<br>Geneva, NE |  | Christiansen Commercial Contracting,<br>Inc. dba Christiansen Construction<br>Company<br>Pender, NE |  | Rieschick Drilling Company<br>Falls City, NE |  | King Contracting, LLC<br>dba King Construction<br>Wall Lake, IA |  |
|-----------------------------------------------------------------------------------------|------------------------|------|----------|------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------|--|----------------------------------------------|--|-----------------------------------------------------------------|--|
| Date: 06.25.2026 License Number: P25734                                                 |                        |      |          |                                                                        |  |                                                                                                     |  |                                              |  |                                                                 |  |
| Item No.                                                                                | Construction Item      | Unit | Quantity | Base Bid                                                               |  | Base Bid                                                                                            |  | Base Bid                                     |  | Base Bid                                                        |  |
| 1                                                                                       | PRODUCTION WELL NO. 23 | LS   | 1        | \$ 479,712.00                                                          |  | \$ 505,000.00                                                                                       |  | \$ 517,860.00                                |  | \$ 768,000.00                                                   |  |
| Total Construction Cost                                                                 |                        |      |          | \$ 479,712.00                                                          |  | \$ 505,000.00                                                                                       |  | \$ 517,860.00                                |  | \$ 768,000.00                                                   |  |

## Staff Summary

7/6/2026

Agenda Item # F.15.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Ron Covert, Public Works Director

**SUBJECT:** **Resolution No. 07-R-2026-2027 Approving Pay Application No. 20 for the Storm Lake Water Tower No. 5 Project - Final**

**BACKGROUND:** Payment Application No. 20 is the final pay application that releases all retainage. A final walkthrough was completed on Friday the 26th of June and all punchlist items have been completed. The contractor does have a number of warranty items that will need to be addressed and are included as an attachment with the pay application.

**FISCAL IMPACT:** Payment Application No. 20 directs a payment of \$333,576.00 be made to the contractor resulting in a complete release of retainage and will be the final payment for the Tower 5 Project.

**RECOMMENDATION:** Adopt Resolution Approving Pay Application No. 20 for the Storm Lake Water Tower No. 5 Project-Final

**ATTACHMENTS:**

1. 26311\_Storm Lake Tower No. 5 - Pay Application No. 20
2. 26311\_Storm Lake Tower No. 5 - Pay Application No 20\_ISG+Landmark Signed
3. Final Walkthrough Warranty Items
4. Resolution No. 07-R-2027-2026 - Resolution Approving Pay Application No.20 - Final - Storm Lake Water Tower No. 5

June 29, 2026



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RE: PAY APPLICATION NO. 20  
26311\_STORM LAKE WATER TOWER NO. 5

Payment Application No. 20 is the final pay application that releases all retainage. A final walkthrough was completed on Friday, June 26<sup>th</sup> and all punch list items have been completed. A list of warranty items that the contractor will need to address will be included as an attachment with the pay application. Additional walkthroughs will be completed prior to the 2-year warranty expiring on the general workmanship of the project and prior to the 3-year warranty expiring on the tower painting. ISG will be in touch with the City to schedule these walkthroughs approximately one month before the warranty expires.

ISG has reviewed the documentation and recommends that the payment of \$333,576.00 be made to the contractor, Landmark Structures.

Please return a signed copy to ISG after council approval.

Respectfully,

A handwritten signature in blue ink, appearing to read "Lenny Larson", with a long horizontal flourish extending to the right.

Lenny Larson, PE  
*Water/Wastewater Group Leader*

[Lenny.Larson@ISGInc.com](mailto:Lenny.Larson@ISGInc.com)

**Contractor's Application for Payment**

|                            |                                                                           |                                  |            |
|----------------------------|---------------------------------------------------------------------------|----------------------------------|------------|
| <b>Owner:</b>              | City of Storm Lake                                                        | <b>Owner's Project No.:</b>      |            |
| <b>Engineer:</b>           | ISG Inc.                                                                  | <b>Engineer's Project No.:</b>   | 26311      |
| <b>Contractor:</b>         | Landmark Structures<br>3120 Sabre Dr., Ste. 350<br>Southlake, Texas 76092 | <b>Contractor's Project No.:</b> | 1824       |
| <b>Project:</b>            | Elevated Water Tower No. 5                                                |                                  |            |
| <b>Contract:</b>           | 1824 Storm Lake IA – 1.75 MG CET Prime Contract                           |                                  |            |
| <b>Application No.:</b>    | 20                                                                        | <b>Application Date:</b>         | 05/31/2026 |
| <b>Application Period:</b> | <b>From</b>                                                               | <b>to</b>                        |            |
|                            | 04/21/26                                                                  | 05/31/26                         |            |

|                                                                                                         |                |
|---------------------------------------------------------------------------------------------------------|----------------|
| 1. Original Contract Price                                                                              | \$6,624,000.00 |
| 2. Net change by Change Orders                                                                          | \$47,532.00    |
| 3. Current Contract Price (Line 1 + Line 2)                                                             | \$6,671,532.00 |
| 4. Total completed and stored to date<br>(Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$6,671,532.00 |
| 5. Retainage                                                                                            |                |
| a. 0.00% X \$NaN Work Completed =                                                                       | \$0.00         |
| b. 0.00% X \$0.00 Stored Material =                                                                     | \$0.00         |
| c. Total Retainage (Line 5.a + Line 5.b)                                                                | \$0.00         |
| 6. Amount eligible to date (Line 4 - Line 5.c)                                                          | \$6,671,532.00 |
| 7. Less previous payments (Line 6 from prior application).                                              | \$6,337,955.40 |
| 8. Amount due this application                                                                          | \$333,576.60   |
| 9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)                                  | \$0.00         |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

|                    |                                                                                     |              |          |
|--------------------|-------------------------------------------------------------------------------------|--------------|----------|
| <b>Contractor:</b> | Landmark Structures I, L.P.                                                         |              |          |
| <b>Signature:</b>  |  | <b>Date:</b> | 6/5/2026 |

|                                                                                                                 |                          |
|-----------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Recommended by Engineer</b>                                                                                  | <b>Approved by Owner</b> |
| <b>By:</b> Lenny Larson, PE  | <b>By:</b> _____         |
| <b>Title:</b> Water/Wastewater Group Leader                                                                     | <b>Title:</b> _____      |
| <b>Date:</b> 06.29.2026                                                                                         | <b>Date:</b> _____       |
| <b>Approved by Funding Agency</b>                                                                               |                          |
| <b>By:</b> _____                                                                                                | <b>By:</b> _____         |
| <b>Title:</b> _____                                                                                             | <b>Title:</b> _____      |
| <b>Date:</b> _____                                                                                              | <b>Date:</b> _____       |

Progress Estimate Lump Sum Work

Contractor's Application for Payment

|             |                                  |                           |       |
|-------------|----------------------------------|---------------------------|-------|
| Owner:      | City of Storm Lake               | Owner's Project No.:      |       |
| Engineer:   | ISG Inc.                         | Engineer's Project No.:   | 26311 |
| Contractor: | Landmark Structures              | Contractor's Project No.: | 1824  |
| Project:    | 1824 Storm Lake IA - 1.75 MG CET |                           |       |
| Contract:   | 1                                |                           |       |

| Application No.: 20 |                                                      | Application Period:  |       | From            | 04/21/26                       | to                                          | 05/31/26                                     | Application Date:                          |                                                          | 05/31/2026                     |                                |
|---------------------|------------------------------------------------------|----------------------|-------|-----------------|--------------------------------|---------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------------------|--------------------------------|--------------------------------|
| A                   | B                                                    | C                    | D     | E               | F                              | G                                           | H                                            | I                                          | J                                                        | K                              | L                              |
| Bid Item No.        | Description                                          | Contract Information |       |                 |                                | Work Completed                              |                                              | Materials Currently Stored (Not In G) (\$) | Work Completed and Materials Stored To Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance To Finish (F - J) (\$) |
|                     |                                                      | Item Quantity        | Units | Unit Price (\$) | Value Of Bid Item (C X E) (\$) | Estimated Quantity Incorporated In The Work | Value Of Work Completed To Date (E X G) (\$) |                                            |                                                          |                                |                                |
| 1                   | 1.01 Bonds and Insurance                             | 1.0                  |       | \$198,700.00    | \$198,700.00                   | 1.00                                        | \$198,700.00                                 | \$0.00                                     | \$198,700.00                                             | 100.00%                        | \$0.00                         |
| 2                   | 1.02 Mobilization                                    | 1.0                  |       | \$247,800.00    | \$247,800.00                   | 1.00                                        | \$247,800.00                                 | \$0.00                                     | \$247,800.00                                             | 100.00%                        | \$0.00                         |
| 3                   | 1.03 Engineering -Elevated Tank - Foundation         | 1.0                  |       | \$143,200.00    | \$143,200.00                   | 1.00                                        | \$143,200.00                                 | \$0.00                                     | \$143,200.00                                             | 100.00%                        | \$0.00                         |
| 4                   | 1.04 Engineering - Elevated Tank - Pedestal          | 1.0                  |       | \$132,300.00    | \$132,300.00                   | 1.00                                        | \$132,300.00                                 | \$0.00                                     | \$132,300.00                                             | 100.00%                        | \$0.00                         |
| 5                   | 1.05 Engineering - Elevated Tank - Steel Tank        | 1.0                  |       | \$121,800.00    | \$121,800.00                   | 1.00                                        | \$121,800.00                                 | \$0.00                                     | \$121,800.00                                             | 100.00%                        | \$0.00                         |
| 6                   | 2.01 Sediment Control                                | 1.0                  |       | \$12,600.00     | \$12,600.00                    | 1.00                                        | \$12,600.00                                  | \$0.00                                     | \$12,600.00                                              | 100.00%                        | \$0.00                         |
| 7                   | 2.02 Clearing & Mass Grading                         | 1.0                  |       | \$38,900.00     | \$38,900.00                    | 1.00                                        | \$38,900.00                                  | \$0.00                                     | \$38,900.00                                              | 100.00%                        | \$0.00                         |
| 8                   | 2.03 Construction Entrance, Security Fence, Signage  | 1.0                  |       | \$58,400.00     | \$58,400.00                    | 1.00                                        | \$58,400.00                                  | \$0.00                                     | \$58,400.00                                              | 100.00%                        | \$0.00                         |
| 9                   | 2.04 Paving                                          | 1.0                  |       | \$53,800.00     | \$53,800.00                    | 1.00                                        | \$53,800.00                                  | \$0.00                                     | \$53,800.00                                              | 100.00%                        | \$0.00                         |
| 10                  | 2.05 Topsoil,Seeding                                 | 1.0                  |       | \$12,200.00     | \$12,200.00                    | 1.00                                        | \$12,200.00                                  | \$0.00                                     | \$12,200.00                                              | 100.00%                        | \$0.00                         |
| 11                  | 2.06 Access Road, Construction Stone Laydown Areas   | 1.0                  |       | \$79,300.00     | \$79,300.00                    | 1.00                                        | \$79,300.00                                  | \$0.00                                     | \$79,300.00                                              | 100.00%                        | \$0.00                         |
| 12                  | 2.07 Initial Surveying, Layout, Construction Staking | 1.0                  |       | \$24,600.00     | \$24,600.00                    | 1.00                                        | \$24,600.00                                  | \$0.00                                     | \$24,600.00                                              | 100.00%                        | \$0.00                         |
| 13                  | 3.01 Deep Foundation - Ground Improvement            | 1.0                  |       | \$224,600.00    | \$224,600.00                   | 1.00                                        | \$224,600.00                                 | \$0.00                                     | \$224,600.00                                             | 100.00%                        | \$0.00                         |
| 14                  | 3.02 Foundation - Excavation                         | 1.0                  |       | \$68,600.00     | \$68,600.00                    | 1.00                                        | \$68,600.00                                  | \$0.00                                     | \$68,600.00                                              | 100.00%                        | \$0.00                         |
| 15                  | 3.03 Foundation - Spread Foundation                  | 1.0                  |       | \$235,400.00    | \$235,400.00                   | 1.00                                        | \$235,400.00                                 | \$0.00                                     | \$235,400.00                                             | 100.00%                        | \$0.00                         |
| 16                  | 3.04 Foundation - Backfill Exterior                  | 1.0                  |       | \$47,400.00     | \$47,400.00                    | 1.00                                        | \$47,400.00                                  | \$0.00                                     | \$47,400.00                                              | 100.00%                        | \$0.00                         |
| 17                  | 4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold  | 1.0                  |       | \$224,600.00    | \$224,600.00                   | 1.00                                        | \$224,600.00                                 | \$0.00                                     | \$224,600.00                                             | 100.00%                        | \$0.00                         |
| 18                  | 4.02 Concrete Pedestal - Lifts 2-3                   | 1.0                  |       | \$345,200.00    | \$345,200.00                   | 1.00                                        | \$345,200.00                                 | \$0.00                                     | \$345,200.00                                             | 100.00%                        | \$0.00                         |
| 19                  | 4.03 Concrete Pedestal - Lifts 4-10                  | 1.0                  |       | \$1,284,500.00  | \$1,284,500.00                 | 1.00                                        | \$1,284,500.00                               | \$0.00                                     | \$1,284,500.00                                           | 100.00%                        | \$0.00                         |
| 20                  | 4.04 Concrete Pedestal - Tank Floor                  | 1.0                  |       | \$155,200.00    | \$155,200.00                   | 1.00                                        | \$155,200.00                                 | \$0.00                                     | \$155,200.00                                             | 100.00%                        | \$0.00                         |
| 21                  | 4.05 Backfill Interior                               | 1.0                  |       | \$32,400.00     | \$32,400.00                    | 1.00                                        | \$32,400.00                                  | \$0.00                                     | \$32,400.00                                              | 100.00%                        | \$0.00                         |
| 22                  | 5.01 Steel Tank - Materials & Fabrication            | 1.0                  |       | \$653,400.00    | \$653,400.00                   | 1.00                                        | \$653,400.00                                 | \$0.00                                     | \$653,400.00                                             | 100.00%                        | \$0.00                         |
| 23                  | 5.02 Steel Tank - Erect - Ring Beam                  | 1.0                  |       | \$134,800.00    | \$134,800.00                   | 1.00                                        | \$134,800.00                                 | \$0.00                                     | \$134,800.00                                             | 100.00%                        | \$0.00                         |
| 24                  | 5.03 Steel Tank - Erect - Cone                       | 1.0                  |       | \$174,600.00    | \$174,600.00                   | 1.00                                        | \$174,600.00                                 | \$0.00                                     | \$174,600.00                                             | 100.00%                        | \$0.00                         |
| 25                  | 5.04 Steel Tank - Erect - Vertical Shell             | 1.0                  |       | \$187,300.00    | \$187,300.00                   | 1.00                                        | \$187,300.00                                 | \$0.00                                     | \$187,300.00                                             | 100.00%                        | \$0.00                         |
| 26                  | 5.05 Steel Tank - Erect - Access Tube / Platform     | 1.0                  |       | \$57,600.00     | \$57,600.00                    | 1.00                                        | \$57,600.00                                  | \$0.00                                     | \$57,600.00                                              | 100.00%                        | \$0.00                         |
| 27                  | 5.06 Steel Tank - Erect - Hoist                      | 1.0                  |       | \$58,900.00     | \$58,900.00                    | 1.00                                        | \$58,900.00                                  | \$0.00                                     | \$58,900.00                                              | 100.00%                        | \$0.00                         |

Progress Estimate Lump Sum Work

Contractor's Application for Payment

| A                        | B                                                    | C                    | D     | E               | F                              | G                                           | H                                            | I                                          | J                                                        | K                              | L                              |
|--------------------------|------------------------------------------------------|----------------------|-------|-----------------|--------------------------------|---------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------------------|--------------------------------|--------------------------------|
| Bid Item No.             | Description                                          | Contract Information |       |                 |                                | Work Completed                              |                                              | Materials Currently Stored (Not In G) (\$) | Work Completed and Materials Stored To Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance To Finish (F - J) (\$) |
|                          |                                                      | Item Quantity        | Units | Unit Price (\$) | Value Of Bid Item (C X E) (\$) | Estimated Quantity Incorporated In The Work | Value Of Work Completed To Date (E X G) (\$) |                                            |                                                          |                                |                                |
| 28                       | 5.07 Steel Tank - Erect - Floor                      | 1.0                  |       | \$67,400.00     | \$67,400.00                    | 1.00                                        | \$67,400.00                                  | \$0.00                                     | \$67,400.00                                              | 100.00%                        | \$0.00                         |
| 29                       | 5.08 Steel Tank - Erect - Roof                       | 1.0                  |       | \$117,400.00    | \$117,400.00                   | 1.00                                        | \$117,400.00                                 | \$0.00                                     | \$117,400.00                                             | 100.00%                        | \$0.00                         |
| 30                       | 6.01 Steel Tank - Field Coating - Ground Phase       | 1.0                  |       | \$238,400.00    | \$238,400.00                   | 1.00                                        | \$238,400.00                                 | \$0.00                                     | \$238,400.00                                             | 100.00%                        | \$0.00                         |
| 31                       | 6.02 Steel Tank - Field Coating - Air Phase          | 1.0                  |       | \$243,800.00    | \$243,800.00                   | 1.00                                        | \$243,800.00                                 | \$0.00                                     | \$243,800.00                                             | 100.00%                        | \$0.00                         |
| 32                       | 7.01 Mechanical - Base - Piping                      | 1.0                  |       | \$44,800.00     | \$44,800.00                    | 1.00                                        | \$44,800.00                                  | \$0.00                                     | \$44,800.00                                              | 100.00%                        | \$0.00                         |
| 33                       | 7.02 Mechanical - Pedestal - Riser Piping            | 1.0                  |       | \$116,500.00    | \$116,500.00                   | 1.00                                        | \$116,500.00                                 | \$0.00                                     | \$116,500.00                                             | 100.00%                        | \$0.00                         |
| 34                       | 7.03 Mechanical - Chamber - Valves, Piping, Plumbing | 1.0                  |       | \$105,100.00    | \$105,100.00                   | 1.00                                        | \$105,100.00                                 | \$0.00                                     | \$105,100.00                                             | 100.00%                        | \$0.00                         |
| 35                       | 8.01 Concrete Pedestal - Stairs, Ladders, Landings   | 1.0                  |       | \$244,500.00    | \$244,500.00                   | 1.00                                        | \$244,500.00                                 | \$0.00                                     | \$244,500.00                                             | 100.00%                        | \$0.00                         |
| 36                       | 8.02 Steel Tank - Hatches, Vents                     | 1.0                  |       | \$5,200.00      | \$5,200.00                     | 1.00                                        | \$5,200.00                                   | \$0.00                                     | \$5,200.00                                               | 100.00%                        | \$0.00                         |
| 37                       | 8.03 Mixing System                                   | 1.0                  |       | \$13,100.00     | \$13,100.00                    | 1.00                                        | \$13,100.00                                  | \$0.00                                     | \$13,100.00                                              | 100.00%                        | \$0.00                         |
| 38                       | 9.01 Slab on Grade                                   | 1.0                  |       | \$7,900.00      | \$7,900.00                     | 1.00                                        | \$7,900.00                                   | \$0.00                                     | \$7,900.00                                               | 100.00%                        | \$0.00                         |
| 39                       | 9.02 Chamber Room                                    | 1.0                  |       | \$18,200.00     | \$18,200.00                    | 1.00                                        | \$18,200.00                                  | \$0.00                                     | \$18,200.00                                              | 100.00%                        | \$0.00                         |
| 40                       | 9.03 Doors                                           | 1.0                  |       | \$10,300.00     | \$10,300.00                    | 1.00                                        | \$10,300.00                                  | \$0.00                                     | \$10,300.00                                              | 100.00%                        | \$0.00                         |
| 41                       | 10.01 Electrical Service                             | 1.0                  |       | \$162,400.00    | \$162,400.00                   | 1.00                                        | \$162,400.00                                 | \$0.00                                     | \$162,400.00                                             | 100.00%                        | \$0.00                         |
| 42                       | 10.02 Fiber                                          | 1.0                  |       | \$57,200.00     | \$57,200.00                    | 1.00                                        | \$57,200.00                                  | \$0.00                                     | \$57,200.00                                              | 100.00%                        | \$0.00                         |
| 43                       | 10.03 Cathodic Protection                            | 1.0                  |       | \$15,400.00     | \$15,400.00                    | 1.00                                        | \$15,400.00                                  | \$0.00                                     | \$15,400.00                                              | 100.00%                        | \$0.00                         |
| 44                       | 10.04 Instrumentation, Controls, SCADA               | 1.0                  |       | \$39,400.00     | \$39,400.00                    | 1.00                                        | \$39,400.00                                  | \$0.00                                     | \$39,400.00                                              | 100.00%                        | \$0.00                         |
| 45                       | 10.05 Lightning Protection Down Conductors           | 1.0                  |       | \$10,800.00     | \$10,800.00                    | 1.00                                        | \$10,800.00                                  | \$0.00                                     | \$10,800.00                                              | 100.00%                        | \$0.00                         |
| 46                       | 11.01 Watermain                                      | 1.0                  |       | \$74,800.00     | \$74,800.00                    | 1.00                                        | \$74,800.00                                  | \$0.00                                     | \$74,800.00                                              | 100.00%                        | \$0.00                         |
| 47                       | 11.02 Water Tower 1 Work                             | 1.0                  |       | \$23,300.00     | \$23,300.00                    | 1.00                                        | \$23,300.00                                  | \$0.00                                     | \$23,300.00                                              | 100.00%                        | \$0.00                         |
| Original Contract Totals |                                                      |                      |       |                 | \$6,624,000.00                 |                                             | \$6,624,000.00                               | \$0.00                                     | \$6,624,000.00                                           | 100.00%                        | \$0.00                         |

|                     |                                   |     |  |               |               |     |               |        |               |         |        |
|---------------------|-----------------------------------|-----|--|---------------|---------------|-----|---------------|--------|---------------|---------|--------|
| Change Orders       |                                   |     |  |               |               |     |               |        |               |         |        |
| 48                  | PCCO#01                           |     |  |               |               |     |               |        |               |         |        |
| 48.1                | Obstruction Debris Tie In         | 1.0 |  | \$50,873.00   | \$50,873.00   | 1.0 | \$50,873.00   | \$0.00 | \$50,873.00   | 100.00% | \$0.00 |
| 49                  | PCCO#02                           |     |  |               |               |     |               |        |               |         |        |
| 49.1                | 160-76-996 Added Alt Valve Device | 1.0 |  | \$7,715.00    | \$7,715.00    | 1.0 | \$7,715.00    | \$0.00 | \$7,715.00    | 100.00% | \$0.00 |
| 49.2                | 160-30-914 Remove Tower 1 scope   | 1.0 |  | \$(13,766.00) | \$(13,766.00) | 1.0 | \$(13,766.00) | \$0.00 | \$(13,766.00) | 100.00% | \$0.00 |
| 49.3                | Landmark Mgmt Svcs                | 1.0 |  | \$2,710.00    | \$2,710.00    | 1.0 | \$2,710.00    | \$0.00 | \$2,710.00    | 100.00% | \$0.00 |
| Change Order Totals |                                   |     |  |               | \$47,532.00   |     | \$47,532.00   | \$0.00 | \$47,532.00   | 100.00% | \$0.00 |

|                                     |  |  |  |  |                |  |                |        |                |         |        |
|-------------------------------------|--|--|--|--|----------------|--|----------------|--------|----------------|---------|--------|
| Original Contract and Change Orders |  |  |  |  |                |  |                |        |                |         |        |
| Project Totals                      |  |  |  |  | \$6,671,532.00 |  | \$6,671,532.00 | \$0.00 | \$6,671,532.00 | 100.00% | \$0.00 |



## Release of Liens

**FROM:** Contractor's Name Landmark Structures I, L.P.

Address 3120 Sabre Dr, Ste 350, Southlake, TX 76092

**TO:** Owner's Name City of Storm Lake

Address 620 Erie Street PO Box 1086, Storm Lake, IA 50588

**DATE OF CONTRACT:** March 18, 2024

Upon receipt of final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this this Contract or modification thereof occurring from the undersigned's performance in connection with the Elevated Tower No. 5 project.



Contractor's Signature

Keri Adrian-Williams, VP of Finance &  
Printed Name & Title Accounting

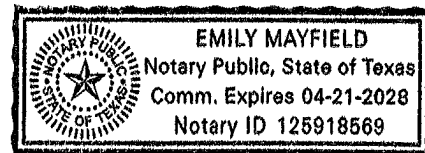
Subscribed and sworn to before me this 5th day of June, 2026.



Notary Public

My Commission Expires:

4/21/2028



# CONSENT OF SURETY TO FINAL PAYMENT

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

**TO OWNER:**

City of Storm Lake  
620 Erie Street  
PO Box 1086  
Storm Lake, IA 50588

**CONTRACT FOR:**

Elevated Tower No. 5

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Fidelity and Deposit Company of Maryland  
3910 Keswick Road  
Baltimore, MD 21211

, SURETY,

on bond of

Landmark Structures I, L.P.  
3120 Sabre Dr, Ste 350  
Southlake, TX 76092

, CONTRACTOR,

hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

City of Storm Lake  
620 Erie Street  
PO Box 1086  
Storm Lake, IA 50588

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date 5th day of June, 2026.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Signature of authorized representative

Robyn Rost, Attorney-In-Fact

Printed name and title

Karla Luongo  
Attest

(Seal)



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Robyn ROST and Raymond GIL, both of Matawan, New Jersey, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of August, A.D. 2023.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*  
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

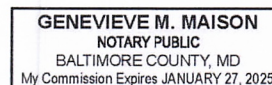
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 7th day of August, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of June, 2026.



Thomas O. McClellan  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



# THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND  
1299 Zurich Way Schaumburg, IL 60196

## Statement of Financial Condition

As Of December 31, 2025

### ASSETS

|                                       |                       |
|---------------------------------------|-----------------------|
| Bonds.....                            | \$ 163,187,715        |
| Stocks .....                          | 18,642,935            |
| Cash and Short-Term Investments ..... | 4,039,704             |
| Reinsurance Recoverable .....         | 58,043,167            |
| Federal Income Tax Recoverable.....   | 0                     |
| Other Accounts Receivable .....       | 3,360,596             |
| TOTAL ADMITTED ASSETS.....            | <u>\$ 247,274,117</u> |

### LIABILITIES, SURPLUS AND OTHER FUNDS

|                                               |                       |
|-----------------------------------------------|-----------------------|
| Reserve for Taxes and Expenses .....          | \$ 312,062            |
| Ceded Reinsurance Premiums Payable .....      | 47,234,348            |
| Remittances and Items Unallocated .....       | 3                     |
| Payable to parents, subs and affiliates ..... | 12,441,616            |
| Other Liabilities.....                        | 16,700                |
| Securities Lending Collateral Liability.....  | 0                     |
| TOTAL LIABILITIES .....                       | <u>\$ 60,004,729</u>  |
| Capital Stock, Paid Up .....                  | \$ 5,000,000          |
| Surplus.....                                  | <u>182,269,388</u>    |
| Surplus as regards Policyholders.....         | 187,269,388           |
| TOTAL .....                                   | <u>\$ 247,274,117</u> |

Securities carried at \$78,444,411 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets on December 31, 2025, would be \$241,749,332 and surplus as regards policyholders \$181,744,603.

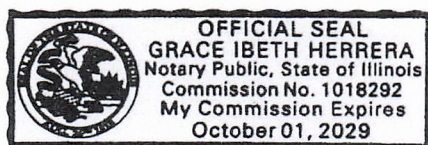
I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December 2025.

Signed by:  
Laura J. Lazarczyk  
42DFH02847137480

Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 11<sup>th</sup> day of March 2026.



*Grace Ibeth Herrera*  
Notary Public



## Warranty Items

Created: 06-29-2026  
Creator: AJ Lange (@ALA)  
Status: Warranty  
Dates: 04-18-2024 - 06-29-2026

| Recipients              |
|-------------------------|
| andrew.lange@isginc.com |

● **#40 - Add pipe labels in valve room - Inlet/Outlet, Bypass, Over flow, etc.**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                                      |                 |
|----------|----------------------------------------------------------------------|-----------------|
| AJ Lange | Add pipe labels in valve room - Inlet/Outlet, Bypass, Overflow, etc. | 29 Jun 10:51 AM |
| AJ Lange | Photo 1                                                              | 29 Jun 03:42 PM |
| AJ Lange | Photo 2                                                              | 29 Jun 03:42 PM |
| AJ Lange | Photo 3                                                              | 29 Jun 03:42 PM |
| AJ Lange | Photo 4                                                              | 29 Jun 03:42 PM |
| AJ Lange | Photo 5                                                              | 29 Jun 03:42 PM |
| AJ Lange | Photo 6                                                              | 29 Jun 03:42 PM |
| AJ Lange | Photo 7                                                              | 29 Jun 03:42 PM |
| AJ Lange | Photo 8                                                              | 29 Jun 03:42 PM |

**Photos**

1



2



3



4



5



6





7



8



## ● #48 - Remove Ladder, Diesel can and other miscellaneous items from inside pedestals

Warranty | AJ Lange | -

### Task messages (time in CDT)

|          |                                                                               |                 |
|----------|-------------------------------------------------------------------------------|-----------------|
| AJ Lange | Remove Ladder, Diesel can and other miscellaneous items from inside pedestals | 29 Jun 01:21 PM |
| AJ Lange | Photo 1                                                                       | 29 Jun 01:22 PM |
| AJ Lange | Photo 2 - <a href="#">GPS: 42.6391492, -95.1905357</a>                        | 29 Jun 01:22 PM |
| AJ Lange | Photo 3 - <a href="#">GPS: 42.6387898, -95.1901794</a>                        | 29 Jun 01:22 PM |
| AJ Lange | Photo 4 - <a href="#">GPS: 42.6387898, -95.1901794</a>                        | 29 Jun 01:22 PM |

### Photos

1



2



3







**#35 - Adjust gate valve box cover to match height of others in that location. it is too high**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                                                        |                 |
|----------|----------------------------------------------------------------------------------------|-----------------|
| AJ Lange | Adjust gate valve box cover to match height of others in that location. it is too high | 29 Jun 10:30 AM |
| AJ Lange | Photo 1 - <a href="#">GPS: 42.6391697, -95.1898819</a>                                 | 29 Jun 11:04 AM |
| AJ Lange | Photo 2 - <a href="#">GPS: 42.6392069, -95.1899244</a>                                 | 29 Jun 11:04 AM |

**Photos**



**#39 - Address sink hole adjacent to tower overflow**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                        |                 |
|----------|--------------------------------------------------------|-----------------|
| AJ Lange | Address sink hole adjacent to tower overflow           | 29 Jun 10:50 AM |
| AJ Lange | Photo 1 - <a href="#">GPS: 42.6386841, -95.1894818</a> | 29 Jun 11:07 AM |
| AJ Lange | Photo 2                                                | 29 Jun 03:41 PM |
| AJ Lange | Photo 3                                                | 29 Jun 03:41 PM |
| AJ Lange | Photo 4                                                | 29 Jun 03:41 PM |
| AJ Lange | Photo 5                                                | 29 Jun 03:41 PM |

Photos



● #37 - Utility handhole adjustment east of tower between the sidewalk and road - Lower the handhole box and regrade from the sidewalk to curb to provide positive drainage to street.

Warranty | AJ Lange | -

Task messages (time in CDT)

|          |                                                                                                                                                                                |                 |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| AJ Lange | Utility handhole adjustment east of tower between the sidewalk and road - Lower the handhole box and regrade from the sidewalk to curb to provide positive drainage to street. | 29 Jun 10:48 AM |
| AJ Lange | Photo 1 - <a href="#">GPS: 42.6388729, -95.1899091</a>                                                                                                                         | 29 Jun 11:04 AM |
| AJ Lange | Photo 2 - <a href="#">GPS: 42.6388729, -95.1899091</a>                                                                                                                         | 29 Jun 11:04 AM |
| AJ Lange | Photo 3                                                                                                                                                                        | 29 Jun 03:41 PM |
| AJ Lange | Photo 4                                                                                                                                                                        | 29 Jun 03:41 PM |

Photos





● **#43 - Check site gate valve keys to ensure valve operator wrench can get on top**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                                           |                 |
|----------|---------------------------------------------------------------------------|-----------------|
| AJ Lange | Check site gate valve keys to ensure valve operator wrench can get on top | 29 Jun 11:01 AM |
|----------|---------------------------------------------------------------------------|-----------------|

● **#45 - Remove rocks in topsoil on onsite**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                   |                 |
|----------|-----------------------------------|-----------------|
| AJ Lange | Remove rocks in topsoil on onsite | 29 Jun 11:02 AM |
| AJ Lange | Photo 1                           | 29 Jun 03:42 PM |
| AJ Lange | Photo 2                           | 29 Jun 03:42 PM |
| AJ Lange | Photo 3                           | 29 Jun 03:42 PM |
| AJ Lange | Photo 4                           | 29 Jun 03:42 PM |

**Photos**



1



2



3



4



## ● #46 - Cleanup rocks in north gutter/curb on north side of tower

Warranty | AJ Lange | -

### Task messages (time in CDT)

|          |                                                           |                 |
|----------|-----------------------------------------------------------|-----------------|
| AJ Lange | Cleanup rocks in north gutter/curb on north side of tower | 29 Jun 11:02 AM |
| AJ Lange | Photo 1 - <a href="#">GPS: 42.6392974, -95.1899688</a>    | 29 Jun 11:06 AM |
| AJ Lange | Photo 2 - <a href="#">GPS: 42.6392974, -95.1899688</a>    | 29 Jun 11:06 AM |

### Photos

1



2





**#42 - Locate water main tracer wire with City and ISG on site**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                         |                 |
|----------|---------------------------------------------------------|-----------------|
| AJ Lange | Locate water main tracer wire with City and ISG on site | 29 Jun 10:58 AM |
|----------|---------------------------------------------------------|-----------------|

**#34 - Please provide Lien Waivers**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                             |                 |
|----------|-----------------------------|-----------------|
| AJ Lange | Please provide Lien Waivers | 29 Jun 10:29 AM |
|----------|-----------------------------|-----------------|

**#47 - Seal joint between drive and overhead door access at tower**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                            |                 |
|----------|------------------------------------------------------------|-----------------|
| AJ Lange | Seal joint between drive and overhead door access at tower | 29 Jun 11:03 AM |
| AJ Lange | Photo 1 - <a href="#">GPS: 42.6391492, -95.1905357</a>     | 29 Jun 11:06 AM |
| AJ Lange | Photo 2 - <a href="#">GPS: 42.6391492, -95.1905357</a>     | 29 Jun 11:06 AM |
| AJ Lange | Photo 3 - <a href="#">GPS: 42.6391492, -95.1905357</a>     | 29 Jun 11:06 AM |

**Photos**



**#41 - Secure top of all grounding wire covers inside pedestal**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                        |                 |
|----------|--------------------------------------------------------|-----------------|
| AJ Lange | Secure top of grounding wire cover                     | 29 Jun 10:51 AM |
| AJ Lange | Photo 1 - <a href="#">GPS: 42.6388388, -95.1899977</a> | 29 Jun 11:06 AM |
| AJ Lange | Photo 2 - <a href="#">GPS: 42.6388388, -95.1899977</a> | 29 Jun 11:06 AM |
| AJ Lange | Photo 3 - <a href="#">GPS: 42.6388388, -95.1899977</a> | 29 Jun 11:06 AM |
| AJ Lange | Photo 4 - <a href="#">GPS: 42.6388388, -95.1899977</a> | 29 Jun 11:06 AM |

Photos



● **#38 - Touch up grading between the tower overflow east to the sidewalk as there is a low spot that will create ponding before it gets to the sidewalk.**

Warranty | AJ Lange | -

Task messages (time in CDT)

|          |                                                                                                                                                  |                 |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| AJ Lange | Touch up grading between the tower overflow east to the sidewalk as there is a low spot that will create ponding before it gets to the sidewalk. | 29 Jun 10:50 AM |
| AJ Lange | Photo 1                                                                                                                                          | 29 Jun 03:41 PM |
| AJ Lange | Photo 2                                                                                                                                          | 29 Jun 03:41 PM |
| AJ Lange | Photo 3                                                                                                                                          | 29 Jun 03:41 PM |

Photos



1



2



3



● **#36 - Add label to valve box cover that states "Do Not Open". Valve is for future connection**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                                                        |                 |
|----------|----------------------------------------------------------------------------------------|-----------------|
| AJ Lange | Add label to valve box cover that states "Do Not Open". Valve is for future connection | 29 Jun 10:31 AM |
| AJ Lange | Photo 1 - <a href="#">GPS: 42.6391697, -95.1898819</a>                                 | 29 Jun 11:04 AM |

**Photos**

1



● **#44 - Remove auto function on mixer. Just needs on/off**

Warranty | AJ Lange | -

**Task messages (time in CDT)**

|          |                                                  |                 |
|----------|--------------------------------------------------|-----------------|
| AJ Lange | Remove auto function on mixer. Just needs on/off | 29 Jun 11:01 AM |
|----------|--------------------------------------------------|-----------------|

## RESOLUTION NO. 07-R-2026-2027

### RESOLUTION APPROVING PAY APPLICATION NUMBER 20 FOR THE STORM LAKE WATER TOWER NO.5 PROJECT

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Water Tower No. 5 Project, (hereinafter PROJECT) with:

Contractor Name: **Landmark Structures 1, LLP**  
Contractor Location: Fort Worth, TX  
Date of Agreement: March 4, 2024

WHEREAS, the CONTRACTOR has submitted to the Project Engineer and the City Pay Application No. 20 for consideration of payment on the PROJECT for work completed as of May 31, 2026; and,

WHEREAS, prior to the submission of Pay Application No. 20 the CONTRACTOR has submitted for payment the following pay applications:

| <b>Pay Application No.</b> | <b>Amount</b>  | <b>Total Paid to Date</b> |
|----------------------------|----------------|---------------------------|
| 1                          | \$202,369.00   | \$0.00                    |
| 2                          | \$471,176.25   | \$673,545.25              |
| 3                          | \$632,087.25   | \$1,305,632.50            |
| 4                          | \$480,130.00   | \$1,785,762.50            |
| 5                          | \$1,586,395.50 | \$3,372,158.00            |
| 6                          | \$530,328.00   | \$3,902,486.00            |
| 7                          | \$171,661.20   | \$4,074,147.20            |
| 8                          | \$419,121.00   | \$4,493,268.20            |
| 9                          | \$279,870.00   | \$4,773,138.20            |
| 10                         | \$39,966.50    | \$4,813,104.70            |
| 11                         | \$28,796.40    | \$4,841,901.10            |
| 12                         | \$45,497.40    | \$4,887,398.50            |
| 13                         | \$207,936.00   | \$5,095,334.50            |
| 14                         | \$133,351.50   | \$5,228,686.00            |
| 15                         | \$164,023.20   | \$5,392,709.20            |
| 16                         | \$861,812.45   | \$6,254,521.65            |
| 17                         | \$18,399.60    | \$6,272,921.25            |
| 18                         | \$35,777.00    | \$6,308,698.25            |
| 19                         | \$29,257.15    | \$6,337,955.40            |

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$6,671,532.00 and includes two change orders impacting the overall value and completion time on the project; and,



WHEREAS, Pay Application No. 20 shows the following:

|                                        |                       |
|----------------------------------------|-----------------------|
| Total Value of Work Completed to Date: | <b>\$6,337,955.40</b> |
| Total Value of Retainage Held          | <b>\$0.00</b>         |
| Total Request for Payment              | <b>\$337,576.60</b>   |

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

SECTION 1. That the City Council has approved Pay Application No. 20 and authorized payment of \$337,576.60 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 20 on behalf of the CITY.

SECTION 3. Pay Application No. 14 is hereby accepted and approved by the City and will be paid to Contractor in accordance with state code.

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2026.

APPROVED BY THE  
CITY OF STORM LAKE

---

Margaret J. McKeon, Mayor

ATTEST

---

Mayra A. Martinez, City Clerk

## Staff Summary

7/6/2026

Agenda Item # F.16.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Keri Navratil, City Manager

**SUBJECT:** **Motion to Approve Professional Services Agreement for the Water Treatment Plant**

**BACKGROUND:** On June 1, 2026, City Council selected Bolton & Menk as the consultant to provide engineering services for the construction of a Water Treatment Plant and associated infrastructure.

The basic improvements include the construction of new water treatment facility on a site procured by the City and construction of necessary associated infrastructure to relocate raw water transmission mains and finished water mains to the site of the new facility. The services for Design Engineering and Bidding Services provided in this contract include:

Task 1

1. *Project Administration and Coordination*
2. *Field Data Collection*
3. *Geotechnical Engineering Services and Subsurface Evaluation Coordination*
4. *Preliminary Design Engineering*
5. *CMAR Procurement and Coordination*
6. *Final Design Engineering*
7. *Project Specifications*
8. *Submittals*
9. *Permitting Applications*
10. *Bidding Phase Services*

Task 2

1. *Construction Engineering Services*

**FISCAL IMPACT:** Task 1- The City will compensate Bolton & Menk a Lump Sum (Fee) of \$4,376,000.00 for performance of the Services. Total fees for the Services shall not exceed \$4,376,000.00 without the prior written consent and approval of City Council.

Task 2- Due to the nature of construction and the possibility of unforeseen conditions and schedules, the Consultant proposes an estimated hourly fee for construction related services. Consultant will provide a proposal with construction fee and summary of these services after the bids are received in order to provide a well-defined scope and schedule. Construction services are not included within this agreement.

**RECOMMENDATION:** Motion to approve Professional Services Agreement with Bolton & Menk for the Water Treatment Plant and authorize the Mayor to sign documents associated with the agreement.

**ATTACHMENTS:**

1. Agreement For Professional Services- Water Plant

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **WATER TREATMENT PLANT**

#### **CITY OF STORM LAKE, IOWA and BOLTON & MENK, INC.**

This Agreement, made this 6th day of July, 2026, by and between City of Storm Lake, Iowa, Storm Lake, IA 50588-1086, ("CLIENT"), and Bolton & Menk, Inc., 218 11<sup>th</sup> Street SW Plaza, Spencer, Iowa 51301, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Water Treatment Plant ("Project") and whereas the CONSULTANT agrees to furnish the various professional services (the "Services"), including Basic Services and Additional Services as defined in Section I, as requested by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

#### **SECTION I – CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the Project as described in Exhibit A.
- B. Upon mutual agreement of the parties, professional services in addition to the Basic Services (the "Additional Services") may be authorized as described in Paragraph IV.B, and when so authorized, shall be included with the Services to be provided under this Agreement.

#### **SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT for the Services in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information related to the Project in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the

SEC) professional services and the CLIENT shall provide any such services as may be required for completion of the Project described in this Agreement.

**G.** The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit I.

**H.** The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

### **SECTION III - COMPENSATION FOR SERVICES**

#### **A. FEES.**

1. The CLIENT will compensate the CONSULTANT a Lump Sum (Fee) of \$4,376,000.00 for performance of the Services. Total fees for the Services shall not exceed \$4,376,000.00 without the prior written consent and approval of City Council of CLIENT. Additional Services must be preapproved by the City Council. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in addition to the Lump Sum Fee on an hourly basis at the rates described on the Schedule of Fees attached hereto as Schedule 1.
2. The preceding Schedule of Fees shall apply for services provided through December 31, 2026. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs and other market factors. Adjusted rates will become effective on January 1st of each subsequent year, upon written acceptance by CLIENT.
3. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
4. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
5. Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
6. Expenses required to complete the agreed scope of services or identified in this paragraph will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost for these Direct Expenses incurred in the performance of the work Expenses are not included in the Lump Sum.

#### **B. PAYMENTS AND RECORDS.**

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.

2. If CLIENT fails to make any payment due CONSULTANT for Services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for Services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend Services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for Services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred and the Services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to this Contract for a period of six years.

#### **SECTION IV – GENERAL**

- A. **STANDARD OF CARE.** Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.
- B. **CHANGE IN PROJECT SCOPE.** In the event the CLIENT changes or is required to change the scope or duration of the Project from that described in Exhibit I, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and this Agreement will be revised in writing.
- C. **LIMITATION OF LIABILITY**
  1. Liability of CONSULTANT. CONSULTANT shall indemnify CLIENT from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts, errors or omissions (whether in the performance of professional services or otherwise) of CONSULTANT or CONSULTANT'S officers, employees, or subconsultants occurring during the scope of CONSULTANT's work on the Project and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. CONSULTANT's obligation to indemnify and hold the CLIENT and the CLIENT's officers and employees harmless does not include a duty to defend. This indemnification shall not apply to actions for consequential damages, lost revenues, increased expense, or lost profits, nor to any claim for punitive or exemplary damages. CONSULTANT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT against all damages or liabilities, including reasonable attorney's fees, to the extent caused by CONSULTANT's negligent error or omission in the performance of professional services for the Project.
  2. Liability of Client. To the fullest extent permitted by law and subject to the maximum limits of liability set forth by applicable law, CLIENT shall indemnify CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions

relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants. This indemnification shall not apply to third-party claims or actions for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

3. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under this Agreement and agrees to limit all claims to the CONSULTANT's corporate entity.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

#### **D. INSURANCE**

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.



6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
  7. CONSULTANT agrees to maintain during the term of this Agreement, a cyber insurance policy that includes protection against data breach and loss with a per claim limit of \$1,000,000 and an aggregate limit of at least \$1,000,000.
  8. The CONSULTANT agrees to maintain an umbrella policy providing excess limits over the primary policies described herein, in an amount not less than \$5,000,000.
  9. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium
- E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST.** Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.
- F. CONSTRUCTION SERVICES.** It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.
- G. USE OF ELECTRONIC/DIGITAL DATA.**
1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
  2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third

party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third party use and adaptation or distribution is explicitly authorized by this Agreement.

#### **H. REUSE OF DOCUMENTS**

1. CLIENT acknowledges CONSULTANT's drawings, specifications and other documents and instruments prepared by CONSULTANT for the project ("Documents") as instruments of professional services, and are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or any other project. Nevertheless, the final documents prepared under this Agreement shall become the property of CLIENT upon completion of the services or termination of this Agreement if payment in full of all monies then contractually due to CONSULTANT prior to completion or termination have been made by the CLIENT. CLIENT shall notify CONSULTANT in writing prior to CLIENT's modifications and/or reuse of the instruments of service for the project. CLIENT's or its retained agent's or representative's modifications and/or reuse of the Instruments of Service for the project without written authorization of CONSULTANT will be at CLIENT's and/or other retained entities' sole risk and without liability or legal exposure to CONSULTANT. Notwithstanding the foregoing, CONSULTANT retains all title and interest in all its standard details, plans, specifications, and engineering computation documents ("Previously Created Works and Documents"), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to CLIENT, but which were developed by CONSULTANT independent of this Agreement. CONSULTANT issues to CLIENT a royalty-free, nonexclusive, and irrevocable license to use the Previously Created Works and Documents for the Project.

- I. **CONFIDENTIALITY.** CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information related to the Project obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

- J. **PERIOD OF AGREEMENT.** This Agreement will remain in effect for the longer of a period of five (5) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

- K. **TERMINATION.** This Agreement may be terminated:

1. For cause, by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For termination by CONSULTANT, cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
2. For convenience by CLIENT upon 14 days written notice to CONSULTANT.
3. Notwithstanding, the foregoing, this Agreement will not terminate under paragraph IV.K.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 14 days of receipt of the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of

this Agreement. CONSULTANT shall deliver and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph IV. H.

5. In event of termination by CLIENT for cause and in addition to any other remedies available to CLIENT, CONSULTANT shall deliver to CLIENT and CLIENT shall have right of use of any completed or partially completed deliverables, in accordance with the provisions of Paragraph IV.H. CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination.
- L. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
- M. **CONTINGENT FEE.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.
- N. **NON-DISCRIMINATION.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. The **CONSULTANT is an equal opportunity employer and federal contractor or subcontractor.** Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- O. **ASSIGNMENT.** Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.
- P. **SURVIVAL.** All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.
- Q. **SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- R. **CONTROLLING LAW.** This Agreement is to be governed by the law of the Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.
- S. **DISPUTE RESOLUTION.** CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute

resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed by the parties. Requests for mediation shall be given in writing to the other party to this Agreement. If CLIENT and CONSULTANT are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution. If mediation is selected, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Buena Vista County, Iowa, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Buena Vista County, unless otherwise mutually agreed to by the parties.

T. **CONFLICT OF INTEREST.** The CONSULTANT certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are located in the City of Storm Lake or which will directly benefit or be affected by the Project. Furthermore, the CONSULTANT agrees that it will not acquire interest in any real estate or development proposals, or accept a contract with any client owning real estate or having a development proposal in the City of Storm Lake or which will be directly affected or benefitted by the Project without first notifying and discussing said interest or contract with the CLIENT.

U. **GENERAL COMPLIANCE.** In the conduct of the professional services contemplated hereunder, CONSULTANT shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by CLIENT and other governmental authorities with jurisdiction over the work. CONSULTANT must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]**

## SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

**CITY OF STORM LAKE, IOWA**

**BOLTON & MENK, INC.**

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

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

Printed Name: Margaret J. McKeon

Printed Name: Kristopher J. Swanson, P.E.

Title: Mayor

Title: Vice President of Water | Senior Principal

### ATTACHMENTS TO THIS TASK ORDER:

Exhibit A – Consultant's Services

Schedule 1 – Consultant's Schedule of Fees

## **EXHIBIT A – CONSULTANT’S SERVICES**

### **WATER TREATMENT FACILITY**

### **CITY OF STORM LAKE, IOWA**

#### **DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS**

The Consultant agrees to provide engineering services required for the construction of a Water Treatment Plant and associated infrastructure at property assigned by the City.

The basic improvements include the construction of new water treatment facility on a site procured by the City and construction of necessary associated infrastructure to relocate raw water transmission mains and finished water mains to the site of the new facility.

#### **I.A. BASIC SERVICES**

For purposes of this Project, Basic Services to be provided by the Consultant are as follows:

##### **Task 1: Design Engineering and Bidding Services**

###### *Task 1.1: Project Administration and Coordination*

Consultant will offer regular updates on next steps and upcoming project requirements. Consultant will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Consultant will conduct an internal risk survey amongst city department leaders to populate a risk register.

Consultant will schedule regular in-person and virtual meetings with the Client to discuss project needs and progress, with the type of meeting and attendance varying as appropriate for the topic. Scope assumes an initial in-person kick-off meeting, monthly progress meetings, review meetings at 30%, 60%, and 90% of design, and additional meetings as required.

###### *Task 1.2: Field Data Collection*

Consultant will complete a topographic survey to provide base mapping, a digital terrain model, drone aerial imagery, and utility information within the project corridor and plant site. Utility coordination will be completed to include private utility information in the topographic survey.

Consultant will perform boundary surveys including property research associated with the Client’s easement(s) within the project corridor and plant site.

###### *Task 1.3: Geotechnical Engineering Services and Subsurface Evaluation Coordination*

Consultant will coordinate a geotechnical exploration entailing the collection of soil borings and analysis of subsurface soil properties and groundwater information (fieldwork and analysis to be performed by Consultant’s subconsultant) for the plant site and project corridor, as needed. Recommendations will be provided for the suitability of existing material for structure and tank bedding and backfill, pipe bedding

and trench backfill, dewatering considerations, building and roadway construction, and related information.

*Task 1.4: Preliminary Design Engineering*

Consultant will prepare preliminary plan and profile sheets of the proposed improvements for a 30% review. A preliminary construction cost estimate will be prepared based on the preliminary plans for review.

Consultant will prepare preliminary 3D renderings of the building and site for Client review. Consultant will coordinate with the Client's integrator and communication systems consultants and with the Client's financial consultants regarding funding.

*Task 1.5: CMAR Procurement and Coordination*

Consultant will assist the Client with preparing the necessary request for qualifications and request for proposal documents for procurement of a Construction Manager at Risk (CMAR) and will assist with review of the proposals as needed.

Consultant will provide CMAR with necessary information and documentation on the project and will coordinate with the Client and the CMAR throughout the design and guaranteed maximum price (GMP) process.

*Task 1.6: Final Design Engineering*

Consultant will prepare comprehensive, detailed construction plans for the proposed improvements, including final trade packages, and present 60% and 90% review packages to the Client. This includes preparation of applicable plan sections such as:

- Title Sheet
- Legend
- Typical Sections/Construction Details
- General Layout
- Erosion Control Plan and Stormwater Pollution Prevention Plan
- Existing Conditions Plan
- Removal Plan
- Traffic Control Plan
- Intersection and Jointing Details
- Grading Plan
- Utilities Plan and Profile
- Roadway Plan and Profile
- Stormwater Management Site Plan
- Structural Plan, Profile, and Details
- Architectural Code Review, Plan, Profile, and Details
- Process Flow Diagram, Plan, Profile and Details
- Mechanical Isometric, Plan, Profile and Details
- Electrical Plan and Details
- Controls and Integration Plan and Details
- Cross Sections

Consultant will present the project to the Client and community as desired.

#### *Task 1.7: Project Specifications*

Consultant will prepare contracts, project manual, and project specifications to submit with the final construction plan, including required funding documents and wage rates.

#### *Task 1.8: Submittals*

Consultant will submit design plans and other documents for review at the following stages of completion:

- 30% Plan Review – submittal to include preliminary design plans and preliminary cost estimate
- 60% Plan Review – submittal to include partial design plans and updated cost estimate
- 90% Plan Review – submittal to include final design plans, specifications, and engineer's estimate. Consultant will incorporate Client comments from the 60% plan review.
- Final Trade Package and Plan Approval – submittal of final design plans, specifications for approval and signatures. Any final Client comments will be addressed in this submittal

Consultant will also coordinate with the CMAR to prepare and submit updated cost estimates at each submittal stage, along with the GMP prior to final trade package submittal. Consultant will provide recommendation for and contract documents for GMP with CMAR to the Client for review and approval.

#### *Task 1.9: Permitting Applications*

Consultant will prepare and submit the Construction Permit Application and the Contract Documents to the Iowa DNR for review and approval. Client will be responsible for applicable permitting application fees. Anticipated permit applications include:

- Iowa DNR Water Engineering Construction Permit
- Iowa DNR NPDES General Permit #2
- Iowa DOT Work in Right-Of-Way
- Iowa DOT Utilities Accommodations

#### *Task 1.10: Bidding Phase Services*

Consultant will deliver the final design package(s) to the CMAR, who will distribute them for bidding. Consultant will provide responses to questions from subcontractors and issue addenda as required. Consultant will review bid results and provide insight to CMAR and make recommendation to Client to award bid packages. Assist with preparation of Work Order to provide to subcontractors for approved trade package bids and other contract and funding documents as required.

### **Task 2: Construction Engineering Services**

Due to the nature of construction and the possibility of unforeseen conditions and schedules, the Consultant proposes an estimated hourly fee for construction related services. Consultant will provide a proposal with construction fee and summary of these services after the bids are received in order to provide a well-defined scope and schedule. Construction services are not included within this agreement.

### **I.B. ADDITIONAL SERVICES**

Consulting services performed other than those authorized under Section I.A shall be considered not part of the Basic Services and may be authorized by the Client as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the project; or vary depending on the technique, procedures, or schedule of the Client and its advisors.



Additional services may include:

1. Professional services associated with construction contract administration and construction engineering.
2. Property research performed by a third party, including abstractors.
3. Professional services associated with temporary/permanent property acquisition.

2026

## FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2026. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

| EMPLOYEE CLASSIFICATION                   | 2026 HOURLY BILLING RATE |
|-------------------------------------------|--------------------------|
| Administrative                            | \$70-175                 |
| Technician                                | \$98-186                 |
| Survey Technician                         | \$112-202                |
| Senior Technician                         | \$138-230                |
| Construction Manager                      | \$162-228                |
| Design Engineer                           | \$135-202                |
| Graduate Engineer                         | \$125-190                |
| Graduate Surveyor                         | \$145-202                |
| Landscape Designer                        | \$128-178                |
| Landscape Architect                       | \$156-185                |
| Licensed Project Surveyor                 | \$190-237                |
| Planner                                   | \$120-181                |
| Project Engineer                          | \$148-220                |
| Project Manager                           | \$140-261                |
| Senior Landscape Architect                | \$154-269                |
| Senior Planner                            | \$172-240                |
| Senior Project Engineer                   | \$170-220                |
| Senior Project Manager                    | \$190-290                |
| Architect                                 | \$160-276                |
| Two-Person Survey Crew                    | \$260-310                |
| One-Person Survey Crew                    | \$175-210                |
| Specialist*                               | \$100-216                |
| Practice Expert**                         | \$125-349                |
| Principal**                               | \$180-320                |
| Senior Principal**                        | \$232-344                |
| GPS/Robotic Survey Equipment <sup>1</sup> | NO CHARGE                |
| CAD/Computer Usage                        | NO CHARGE                |
| Routine Office Supplies                   | NO CHARGE                |
| Routine Photo Copying/Reproduction        | NO CHARGE                |
| Field Supplies/Survey Stakes & Equipment  | NO CHARGE                |
| Mileage                                   | NO CHARGE                |

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.

## Staff Summary

7/6/2026

Agenda Item # F.17.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** **Resolution No. 08-R-2026-2027 Annually Designating The Official Location For Posting Public Meeting Notices**

**BACKGROUND:** The Iowa Legislature adopted House File 2490, which amends Iowa Code Chapter 21 relating to open meetings and public notice requirements. The law become effective on July 1, 2026, and requires governmental bodies to formally designate a location for posting meeting notices annually.

The City already complies with the agenda posting requirements. Agendas are displayed in a prominent and conspicuous location that is visible to the public 24 hours a day, 7 days a week. Specifically, agendas are posted on the display board located in the front window of City Hall, 620 Erie Street, Storm Lake, Iowa.

**FISCAL IMPACT:** none

**RECOMMENDATION:** Adopt Resolution Formally Designating the Official Location of Posting Public Meeting Notices

**ATTACHMENTS:**

1. Resolution No. 08-R-2026-2027 - Resolutiom - Annual Designation Of Public Meetings

**RESOLUTION NO. 08-R-2026-2027**

**ANNUALLY DESIGNATING THE OFFICIAL LOCATION FOR POSTING PUBLIC MEETING NOTICES**

WHEREAS, House File 2490 amended Iowa Code Section 21.4(1)(a) to require specific notice procedures for meetings of a governmental body; and

WHEREAS, HF 2490 requires that notice be posted in a location "annually designated for such purposes by the governmental body"; and

WHEREAS, the City Council of the City of Storm Lake desires to comply fully with these statutory requirements;

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

1. Annual Designation of Posting Location: The City of Storm Lake hereby formally designates the following location as the official posting location of public meeting notices for all governmental bodies:  
City Hall, 620 Erie Street, Storm Lake, Iowa Front Window Bulletin Board Display  
This location is designated in a manner such that the notice is visible at all times.
2. Internet Posting Requirement: The City shall post notice on its primary internet site [www.stormlake.org](http://www.stormlake.org) or another primary internet presence moderated by the City.
3. Annual Review: This designation shall be reviewed annually to ensure compliance.
4. Effective Date: This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 6th day of July, 2026.

CITY OF STORM LAKE, IOWA

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Margaret J. McKeon, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

## Staff Summary

7/6/2026

Agenda Item # F.18.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Keri Navratil, City Manager

**SUBJECT:** **Appeal Hearings for Declaration of Vicious Animal**

**BACKGROUND:** Pursuant to Storm Lake City Code Chapter 8-9 Dangerous and Vicious Animals, a an appeal hearing can be requested by the owners, which is held by the City Council. After each hearing, City Council will either affirm or reverse the order of the City Manager.

Hearing Scheudle:

1. Paola Martinez
2. Andrea Salazar

**FISCAL IMPACT:** N/A

**RECOMMENDATION:**

**ATTACHMENTS:**

None

## Staff Summary

7/6/2026

Agenda Item # F.19.



City of Storm Lake  
PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** City Council Requested Items / City Council Updates

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDATION:** Truck Routes- July 20  
The Breeze Update- July 20  
Personal Mobility Devices- July 20

**ATTACHMENTS:**

None